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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

KYLE NEFF and ERICK HOLMBERG,
individually and on behalf of all others
similarly situated,

Plaintiffs,

vs.

CASTLE TIRE DISPOSAL, LLC, a Delaware
Limited Liability Company; and DOES 1
through 100, inclusive,

Defendant.

CASE NO.: 34-2023-00336483

RELATED CASE NO.: 23CV002828

*Assigned for all purposes to Hon. Lauri A. Damrell
Department 8B*

CLASS ACTION

**PLAINTIFFS' NOTICE OF MOTION AND
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA SETTLEMENT**

Date: July 17, 2026

Time: 9:00 a.m.

Dept.: 8B

Judge: Hon. Lauri A. Damrell

Filed: March 20, 2023

FAC Filed: December 23, 2025

Trial Date: None Set

1 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE that on July 17, 2026, at 9:00 a.m., or as soon thereafter as the matter
3 may be heard in Department 8B of the above-entitled Court, Plaintiffs Kyle Neff and Erick Holmberg,
4 individually and on behalf of all other similarly situated individuals, will move for entry of an Order for
5 the following:

- 6 1. Certifying the proposed class herein for purposes of settlement;
- 7 2. Appointing Plaintiffs Kyle Neff and Erick Holmberg as Class Representatives for purposes
8 of settlement;
- 9 3. Appointing Shimoda & Rodriguez Law, PC, and Bibiyan Law Group, P.C., as Class Counsel
10 for purposes of settlement;
- 11 4. Approving the class action and Private Attorney's General Act settlement, in the gross
12 amount of \$480,000, which is incorporated herein by reference;
- 13 5. Approving the application for payment to Class Counsel for attorney's fees in the amount of
14 \$160,000;
- 15 6. Approving the application for payment to Class Counsel for reasonable costs in the amount
16 of \$26,937.32;
- 17 7. Approving the application for payment of \$8,250 to the Settlement Administrator for
18 Settlement Administrator Costs;
- 19 8. Approving an Enhancement Payment to each of the Class Representatives in the amount of
20 \$10,000;
- 21 9. Approving the settlement of claims under the Private Attorneys General Act for the total
22 amount of \$20,000, 75% of which will be paid to the Labor and Workforce Development
23 Agency and 25% of which will be paid to PAGA Members;
- 24 10. Determining that the class notification procedure and process complied with Class Members'
25 due process rights;
- 26 11. Directing that any funds from settlement checks that were not cashed by the check cashing
27 deadline be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for Workers
28 Rights under the doctrine of *cy pres*; and

12. Approving and adopting the Proposed Order and its implementation schedule, which is filed herewith and incorporated by reference.

This motion is being made pursuant to Code of Civil Procedure section 382, Labor Code section 2699(l)¹, and California Rules of Court 3.769 and 3.764, on the grounds that the preliminarily approved class action and Private Attorneys General Act settlement is fair, reasonable, and adequate as to all Class Members and should be given final approval by the Court. This motion will be based on the notice of motion, memorandum of points and authorities, the declaration of Justin P. Rodriguez, the declaration of Erick Holmberg, the declaration of Kyle Neff, the declaration of David Bibiyan, the declaration of Lluvia Islas, exhibits, the record and files of this case, and any further oral or documentary evidence introduced at the hearing of this motion.

Pursuant to Local Rule 1.06(A), the court will make a tentative ruling on the merits of this matter by 2:00 p.m., the court day before the hearing. The complete text of the tentative rulings for the department may be downloaded off the court's website. If the party does not have online access, they may call the dedicated phone number for the department as referenced in the local telephone directory between the hours of 2:00 p.m. and 4:00 p.m. on the court day before the hearing and receive the tentative ruling. If you do not call the court and the opposing party by 4:00 p.m. the court day before the hearing, no hearing will be held.

Dated: June 22, 2026

Shimoda & Rodriguez Law, PC

By: 
Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorneys for Plaintiff Erick Holmberg

¹ Although the PAGA was recently amended, the amendments specifically state they are applicable to cases filed after June 19, 2024. *See* Cal. Lab. Code § 2699(v)(1). Because the PAGA notices in this case predate this, all references to the PAGA in this Motion will be based on the statutory numbering applicable prior to the July 1, 2024, amendment.

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CLASS ACTION

**MEMORANDUM OF POINTS &
AUTHORITIES IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: July 17, 2026

Time: 9:00 a.m.

Dept.: 8B

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27	<i>Richard Posner, Economic Analysis of Law</i> § 21.9, at 534-35 (3d ed. 1986)	19
28		

I. INTRODUCTION AND OPENING SUMMARY OF ARGUMENT

Plaintiffs Kyle Neff and Erick Holmberg (“Plaintiffs”) seek final approval of a non-reversionary wage and hour class action and Private Attorney’s General Act (“PAGA”) settlement in the gross amount of \$480,000. *See generally* Exhibit A (Joint Stipulation Regarding Class Action and PAGA Settlement and Release [“Agreement”]). In this litigation Plaintiffs have alleged that Defendant Castle Tire Disposal, LLC (“Defendant”), (Plaintiffs and Defendant sometimes collectively referred to as the “Parties”) violated California law by 1) failing to pay overtime wages, 2) failing to pay minimum wages, 3) failing to provide meal periods, 4) failing to provide rest periods, 5) failing to pay final wages, 6) failing to provide accurate itemized wage statements, 7) failing to timely pay wages, 8) failing to indemnify/reimburse business expenses, 9) violating Labor Code section 227.3, and 10) engaging in unfair competition. *See generally* Exhibit B (Plaintiffs’ Operative Complaint). Plaintiffs have also alleged Defendant is liable for civil penalties under the PAGA based on these violations. *See id.*; Exhibit C (Plaintiffs’ Ltrs. to the Labor and Workforce Development Agency [“LWDA”] Regarding PAGA Claims). There are 195 Class Members who worked a total of 8,160 workweeks during the Class Period. *See* Declaration of Lluvia Islas (“Decl. Islas.”), ¶¶ 3, 13.

Defendant has denied all of Plaintiffs’ allegations in their entirety and any liability or wrongdoing of any kind. *See* Exhibit A, ¶ 3.2; Declaration of Justin P. Rodriguez (“Decl. Rodriguez”), ¶ 7. Defendant has also denied that this case is appropriate for class certification other than for purposes of settlement. *See* Exhibit A, ¶ 5.12. However, subject to Court approval, the Parties have been able to compromise and settle all asserted claims as a result of extensive investigations, document and data exchanges, and extended negotiations. *See* Exhibit A. Plaintiffs and Plaintiffs’ counsel believe the proposed Agreement is fair, reasonable, and adequate based on the investigations, discovery, employee data exchanges, negotiations, and a detailed knowledge of the issues in this case. *See id.* at ¶ 2.7. The Agreement was entered into in good faith by the Parties to resolve heavily contested claims and guarantees a reasonable recovery for Class Members.

The reaction of Class Members to the preliminarily approved Agreement has been overwhelmingly positive and gives substantial support to the Agreement and all terms and allocations therein being fair, reasonable, and adequate. **There have been zero objections to the settlement and**

Zero Class Members have opted out of the Agreement. See Decl. Islas, ¶¶ 9-11. It is well within the discretion of this Court to grant final approval of the settlement, which satisfies all of the criteria for final settlement approval under California law. Accordingly, Plaintiffs request that the Court: (1) certify the settlement class; (2) grant final approval of the Agreement; (3) find that the procedures used to notify Class Members complied with due process; (4) grant Plaintiffs’ request for attorney’s fees and costs, the Enhancement Payments, and Settlement Administrator Costs payments; and (5) approve and adopt the proposed order granting final approval, which is filed concurrently herewith.

II. PROCEDURAL AND LITIGATION HISTORY

On or around March 16, 2023, Plaintiff Neff filed with the LWDA and served on Defendant a notice under Labor Code section 2699.3. On or around March 20, 2023, Plaintiff Neff commenced this lawsuit by filing a complaint against Defendant for failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods, failure to provide rest periods, failing to pay final wages, wage statement violations, failure to timely pay wages, failure to indemnify, violation of labor code § 227.3, and unfair competition. After exhausting administrative remedies, Plaintiff Neff filed a separate PAGA action on June 6, 2023, in Sacramento County Superior Court. On June 27, 2023, Plaintiff Holmberg filed a class action complaint in San Joaquin County Superior Court alleging similar wage and hour claims. On June 16, 2023, Plaintiff Holmberg sent notice to the LWDA to exhaust administrative remedies under the PAGA. After exhausting administrative remedies, Plaintiff Holmberg filed an amended complaint in the San Joaquin class action on October 24, 2023, to include a claim for civil penalties under the PAGA. See Decl. Rodriguez, ¶¶ 3-5; Exhibit C.

As a result of a global mediation, claims alleged against Defendant in three separate lawsuits were resolved, including *Kyle Neff v. Castle Tire Disposal LLC*, Sacramento County Superior Court Case No. 34-2023-00336483 (“*Neff Class Action*”); *Kyle Neff v. Castle Tire Disposal LLC*, Sacramento County Superior Court Case No. 23CV002828 (“*Neff PAGA Action*”); and *Erick Holmberg vs. Castle Tire Disposal, LLC*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006565, (“*Holmberg Action*”) (the *Neff Class Action*, *Neff PAGA Action*, and *Holmberg Action* collectively referred to as the “*Actions*”). The First Amended Complaint consolidates all parties as well as the class and representative claims alleged in the Actions into this one proceeding. See generally Exhibit B; see

Decl. Rodriguez, ¶ 3. There is no date set for a motion for certification or trial in this matter. *See* Decl. Rodriguez, ¶ 6.

III. INVESTIGATION AND DISCOVERY CONDUCTED

Plaintiffs thoroughly investigated issues affecting certification, the merits of the class and PAGA claims, and potential damages for such claims. *See id.* at ¶¶ 4, 8-12; Declaration of Erick Holmberg (“Decl. Holmberg”), ¶¶ 3-6; Declaration of Kyle Neff (“Decl. Neff”), ¶¶ 9-15; Declaration of David D. Bibiyan (“Decl. Bibiyan”), ¶¶ 20-21. Plaintiffs worked during the time all of Defendant’s policies and practices at issue in the Complaint were in effect and provided information regarding these policies and practices, enabling pre-filing investigations to take place. *See* Decl. Holmberg, ¶ 2; Decl. Neff, ¶¶ 3-8. The Parties engaged in discovery and exchange of documents, including a representative sampling of employee data, such as timecards, paystubs, payroll data, and relevant policies for the entirety of the statute of limitations applicable to the asserted claims. The discovery covered all aspects of the asserted claims, including certification issues, merits issues, damages, the scope and configuration of Class Members, the content and implementation of the wage and hour policies at issue, and issues relating to manageability concerns at trial, among other relevant areas. *See* Decl. Rodriguez, ¶¶ 8-9. The information allowed Plaintiff to determine the extent and frequency of any violations in accordance with Plaintiffs’ contentions and create an accurate damages model to assess the reasonableness of any settlement. *See id.*

IV. NEGOTIATION AND PROPOSED SETTLEMENT

a. Plaintiffs and Defendant Engaged in Extensive Arm’s Length Negotiations

The final settlement occurred only after extended, arm’s length negotiations. Over the course of approximately two (2) years, Plaintiffs have been investigating the claims and discussing with Defendant’s counsel the merits of the claims and issues present in this case. *See id.* at ¶¶ 8-10. The Parties exchanged substantial amounts of information and legal analysis in connection with these discussions. *See id.* It was only after these extended discussions, which included a full day mediation with Gig Kyriacou and a mediator’s proposal, that the Parties were able resolve all claims. *See id.* at ¶ 10.

1 **b. The Terms of the Agreement**

2 1. The following groups of individuals are covered by the Agreement: (a) Class Members,
3 which include all current and former non-exempt employees employed by Defendant in California at
4 any time during the period from March 20, 2019, through February 15, 2024; and (b) PAGA Members,
5 which include all current and former non-exempt employees employed by Defendant in California at
6 any time during the period from March 16, 2022, through February 15. *See* Exhibit A, ¶¶ 1.4, 1.5, 1.22,
7 1.24. There are 195 Class Members and 138 PAGA Members. *See* Decl. Islas, ¶¶ 13, 16.

8 2. Defendant will pay the Gross Settlement Amount of \$480,000, which is exclusive of the
9 employer's share of payroll taxes. *See id.* at ¶ 5.1. No portion of the Gross Settlement Amount will
10 revert to Defendant. *See id.* at ¶ 5.6. PAGA Members will still be paid their share of the PAGA
11 Payment regardless of whether they opt out of being Class Members. *See id.* at ¶¶ 7.5.1, 7.9.

12 3. Up to \$10,000 will be paid to each of the Plaintiffs as an Enhancement Payment. This
13 amount will be in addition to any amount Plaintiffs may be entitled to under the terms of the
14 Agreement. *See id.* at ¶ 5.4.

15 4. Parties selected, and the Court approved, Phoenix Class Action Administration Solutions
16 ("Phoenix") to act as the Settlement Administrator, whose final costs are \$8,250. *See* Exhibit A, ¶¶
17 1.34, 1.35; Decl. Islas, ¶ 19.

18 5. The Parties agree that \$20,000 of the Gross Settlement Amount shall be allocated to
19 resolving claims under the PAGA. Seventy-Five percent (75%) of the PAGA Payment will be paid to
20 the LWDA and Twenty-Five percent (25%) will be paid to PAGA Members. *See* Exhibit A, ¶ 5.5.
21 Given the risk to proving the claims on the merits, the derivative nature of the penalties, the efforts by
22 Defendant to maintain compliant policies and take corrective action, the presence of what may likely be
23 deemed good faith disputes, and the Court's discretion to reduce any penalty award, the \$20,000 PAGA
24 Payment allocation represents a meaningful settlement aimed at deterring non-compliance given the
25 facts of this case. *See* Decl. Rodriguez, ¶¶ 11-14; *see also Nordstrom Com. Cases*, 186 Cal.App.4th
26 576, 589 (2010) (approving \$0 allocation to the resolution of PAGA claims based on their being
27 disputed and being part of a class settlement which was evaluated based on the terms of the agreement
28 overall); *Junkersfeld v. Med. Staffing Sols., Inc.*, 2022 WL 2318173, *8 n.2 (E.D. Cal. 2022) (collecting

1 cases with PAGA settlement values ranging from .037%-1%); *Jennings v. Open Door Marketing, LLC*,
2 2018 WL 4773057, *9 (N.D. Cal. 2018) (approving settlement of PAGA claims at 0.6% of total
3 estimated value due to risk of no recovery); *Ruch v. AM Retail Grp., Inc.*, 2016 WL 5462451, *7 (N.D.
4 Cal. 2016) (approving \$10,000 PAGA settlement allocation where total PAGA penalty exposure was
5 approximately \$5.2 million, or 0.2% of total estimated value); *Davis v. Cox Commc 'ns California*,
6 *LLC*, 2017 WL 1496407, *1 (S.D. Cal. 2017) (preliminarily approving \$4,000 PAGA allocation in
7 \$275,000 settlement); *Moore v. Fitness Int'l, LLC*, 2014 WL 12571448, *5 (S.D. Cal. 2014) (approving
8 \$2,500 PAGA allocation when attorneys' fees award alone amounted to \$200,000); *Jack v. Hartford*
9 *Fire Ins. Co.*, 2011 WL 4899942, *6 (S.D. Cal. 2011) (approving \$3,000 PAGA allocation in
10 \$1,200,000 settlement); *Singer v. Becton Dickinson & Co.*, 2010 WL 2196104, *2 (S.D. Cal. 2010);
11 *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *1, *9 (N.D. Cal. 2009) (approving \$1,500 PAGA
12 allocation in \$1,026,000 settlement); *Syed v. M-I, L.L.C.*, 2017 WL 714367, *13 (E.D. Cal. 2017)
13 (approving \$100,000 PAGA allocation in \$3,950,000 gross settlement amount allocated to California
14 class even though PAGA exposure was calculated at \$53,600,000, or 0.2% of total estimated potential
15 value); *Garcia v. Gordon Trucking, Inc.*, 2012 WL 5364575, *6-*7 (E.D. Cal. 2012) (approving
16 \$10,000 PAGA allocation in a \$3,700,000 settlement); *Franco v. Ruiz Food Prod., Inc.*, 2012 WL
17 5941801, *14 (E.D. Cal. 2012) (\$10,000 PAGA allocation from \$2,500,000 settlement fund); *Chu v.*
18 *Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D. Cal. 2011) (\$10,000 PAGA allocation from
19 \$6,900,000 settlement fund).

20 6. The Parties agree that up to one-third (1/3) of the Gross Settlement Amount (\$160,000)
21 will be paid for Plaintiffs' attorney's fees incurred in the litigation of this case. Defendant will not
22 oppose any application for attorney's fees so long as it is within this threshold. *See id.* at ¶ 5.2.
23 Additionally, the Parties agree that Plaintiffs will also be entitled to the actual litigation costs as
24 approved by the Court, which are \$26,937.32. *See* Exhibit D (Shimoda & Rodriguez Law PC's,
25 Itemized Costs) Decl. Rodriguez, ¶ 29; Exh. 1 to Decl. Bibiyan (Bibiyan Law Group, P.C.'s, Itemized
26 Costs).

27 7. Any amounts allocated under the Agreement for Settlement Administrator Costs, any
28 Enhancement Payments, and attorney's fees and costs that are not ultimately awarded by the Court will

1 remain part of the Net Settlement Amount and be paid out to Participating Class Members on a pro rata
2 basis as set forth in the Agreement. *See* Exhibit A, ¶¶ 5.1-5.5, 5.8. These amounts will be paid out
3 from the Gross Settlement Amount, not in addition to the Gross Settlement Amount. *See* Exhibit A, ¶¶
4 5.1-5.5.

5 8. Class Members who fail to timely opt-out of this settlement will waive all Released
6 Class Claims as set forth in the Agreement. *See* Exhibit A, ¶¶ 1.26, 1.31, 1.32, 6.1. PAGA Members
7 will waive all Released PAGA Claims as set forth in the Agreement regardless of whether they opt out
8 of being a Class Member. *See id.* at ¶¶ 1.22, 1.31-1.32, 6.2, 7.5.1.

9 9. For any portion of the Net Settlement Amount or PAGA Payment allocated to
10 Participating Class Members and/or PAGA Members that is not claimed by them by cashing their
11 respective settlement checks within 180 calendar days of issuance, that remaining amount shall be
12 donated equally, *i.e.*, 50/50 to Capital Pro Bono, Inc., and the Center for Workers' Rights under the
13 doctrine of *cy pres*. *See* Exhibit A, ¶ 5.6. Because the Agreement provides for the distribution of all
14 funds such that there is no residue, the provisions of California Civil Procedure Code section 384 are
15 inapplicable. *See In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 718, 720 (2006). The designated
16 beneficiaries clearly promote the law consistent with the objectives and purposes underlying the lawsuit
17 as they are non-profits aimed at assisting employees with wage and hour claims who cannot afford
18 legal representation, including providing representation for employees in wage claims before the
19 California Labor Commissioner. *See id.* at 722-724.

20 **c. Allocation of Settlement Funds**

21 A Net Settlement Amount will be determined by subtracting from the Gross Settlement Amount
22 any attorneys' fees and costs, any Enhancement Payments, Settlement Administrator Costs, and/or
23 PAGA Payment that are approved and/or awarded by the Court. Each Class Member's share will be
24 determined by dividing their total weeks worked within the Class Period by the total weeks worked by
25 all Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement
26 Amount to arrive at the Class Member's individual share of the Net Settlement Amount. Twenty
27 percent (20%) of the payment to Participating Class Members will be characterized as W-2 wages and
28

eighty percent (80%) will be characterized as 1099 income for tax reporting purposes. *See id.* ¶¶ 5.9.1-5.9.2.

Each PAGA Members' share of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all PAGA Members within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the PAGA Members' individual share. *See* Exhibit A, ¶¶ 1.17, 5.5, 5.8. The payment to PAGA Members will be characterized as 1099 income for tax reporting purposes. *See id.* at ¶ 5.9.3.

V. PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND THE SUBSEQUENT CLASS ACTION ADMINISTRATION

Plaintiffs' motion for preliminary approval of the class action settlement was approved by the Court on February 6, 2026. To comply with the class members' due process rights, the Parties enlisted an exhaustive method to ensure the best practical means possible was used to provide notice to the class. Defendants provided the Settlement Administrator with the names, last known address, and dates of employment for the class. The Settlement Administrator then updated this information by doing an address trace for each individual based on this initial set of information. *See* Decl. Islas, ¶¶ 3-6. Due to a lack of complete social security numbers for Class Members and PAGA Members, the Parties submitted a stipulation and proposed order to amend the Notice of Settlement, providing a W-9 tax form and explaining that the form needed to be completed and returned in order to receive payment. *See* Decl. Rodriguez, ¶ 16. The Court granted the proposed order and the Notice of Settlement was updated accordingly. *See id.*; Decl. Islas, ¶¶ 5-6. To date, 39 Participating Class Members have returned the completed W-9 tax form. *See id.* at ¶ 12.

If a Notice of Settlement was returned as undeliverable, further investigation was performed and they were re-mailed using updated information. *See* Decl. Islas, ¶¶ 6-7. Of the 195 mailings, only 9 remain undeliverable after use of these methods. *See id.* at ¶ 8. The Notice of Settlement included information regarding the requested attorneys' fees, costs, the PAGA Payment, Settlement Administrator Costs, and tax allocations. *See* Exh. A to Decl. Islas. Overall, the average distribution to Participating Class Members is approximately \$1,255.45 and the maximum distribution is

1 approximately \$6,084.78. *See id.* at ¶ 15. After accounting for the number of W-9 tax forms returned
2 and the capped lower payment allowed without complete social security numbers, the average
3 distribution to Participating Class Members is \$937.68 and the maximum distribution is \$6,084.78. *See*
4 *id.* at 17. Any amounts that are not able to be distributed due to the lack of a W-9 tax form will be held
5 by the Settlement Administrator during the check cashing period. Participating Class Members and
6 PAGA Members will still be able to submit the W-9 tax form during this time to claim the remainder of
7 their payment. *See id.* No objections to the preliminarily approved settlement have been made and
8 zero Class Members opted out. *See Decl. Islas* ¶¶ 9-10.

9 It is not required that Class Members be given actual notice of a class settlement; instead, the
10 best practicable notice under the circumstances is all that is required. *See Silber v. Mabon*, 18 F.3d
11 1449, 1453 (9th Cir. 1994); *Briseno v. ConAgra Foods, Inc.*, 844 F.3d 1121, 1129 (9th Cir. 2017);
12 *Walsh v. CorePower Yoga LLC*, 2017 WL 4390168, *5 (N.D. Cal. 2017); *Wright v. Linkus Enters.*, 259
13 F.R.D. 468, 474-75 (E.D. Cal. 2009). In *Silber v. Mabon*, 18 F.3d 1449 (9th Cir. 1994), the Court
14 rejected a class member's argument that he had not received due process because he did not receive
15 notice until after the opt out period, finding that, so long as the notice process utilized is the best
16 practicable under the circumstances, due process is satisfied even if there is no actual receipt of the
17 notice. *See Silber*, 18 F.3d at 1453-1454. A similar finding was made in *Briseno v. Conagra Foods,*
18 *Inc.*, 844 F.3d 1121 (9th Cir. 2017). With regard to any potential for undeliverable notice mailings, the
19 Court in *Rannis v. Recchia*, 380 F.App'x 646 (9th Cir. 2010) found that class members who did not
20 receive actual notice due to their mailings being deemed undeliverable were still properly held to be
21 part of the class settlement because they received the best notice practicable under the circumstances.
22 *See Rannis v. Recchia*, 380 F.App'x at 650-651. In *Noel v. Thrifty Payless, Inc.*, 7 Cal.5th 955, 980-
23 984 (2019), the California Supreme Court noted that California has adopted a similar approach
24 regarding providing notice to class members.

25 The notice method in *Rannis* is similar to that used in the present case. For example, the Notice
26 of Settlement contains all information necessary for a Class Member to assess the litigation, the
27 settlement, and whether they wanted to participate, object, or opt-out. *See Exh. A to Decl. Islas.* The
28 Settlement Administrator utilized a national change of address database, forwarding notices, and skip

1 tracing in an effort to ensure that all reasonable means were exhausted in attempting to provide Class
2 Members notice of this settlement. *See* Dec. Islas, ¶¶ 4-8. Additionally, the entire motion for
3 preliminary approval, the Notice, and all filings in this matter were available, free of charge, online and
4 accessible to all Class Members and identified on the class notice. *See* Exh. A to Decl. Islas pg. 4,
5 Section VI. The content of the notice provided and the manner in which it was provided to Class
6 Members was the best practicable notice to satisfy due process.

7 **VI. THE AGREEMENT WARRANTS FINAL APPROVAL AS IT IS FAIR, REASONABLE,**
8 **AND ADEQUATE AS TO ALL CLASS MEMBERS BASED ON THE FACTS OF THIS**
9 **CASE**

10 Nothing has occurred since preliminary approval that would warrant any departure from the
11 Court’s February 6, 2026, Order and finding that the settlement is generally fair, reasonable and
12 adequate. *See Gooding v. Vita-Mix Corp.*, 2018 U.S. Dist. LEXIS 13252, *8 (C.D. Cal. 2018). Thus,
13 the Court should reaffirm its finding that the Settlement is fair, reasonable, and adequate and grant final
14 approval. A class action may not be dismissed, compromised, or settled without Court approval and the
15 decision to approve or reject a settlement is committed to the Court’s sound discretion. *See* Cal. Rules
16 of Court, Rule 3.769; Fed. R. Civ. Proc., Rule 23(e)¹; *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th
17 224, 234-35 (2001); *see also* Cal. Lab. Code § 2699(l)(2). However, “[d]ue regard should be given to
18 what is otherwise a private consensual agreement between the parties. The inquiry ‘must be limited to
19 the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or
20 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole,
21 is fair, reasonable and adequate to all concerned.’” *See Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794,
22 1801 (1996); *see also Cellphone Termination Fee Cases*, 180 Cal.App.4th 1110, 1118 (2009); *In re*
23 *Microsoft I-V Cases*, 135 Cal.App.4th at 723; *Nordstrom Com. Cases*, 186 Cal.App.4th at 581. The law
24 favors settlement of lawsuits, particularly class actions and other complex cases where substantial
25 resources can be conserved by avoiding the time, expense, and rigors of formal litigation. *See*
26 *Cellphone Termination Fee Cases*, 180 Cal.App.4th at 1117-1118; *In re Microsoft I-V Cases*, 135
27

28 ¹The California Supreme Court has authorized California’s trial courts to rely on these federal resources to decide class certification issues. *See Green v. Obledo*, 29 Cal.3d 126, 145-46 (1981).

Cal.App.4th at 723, n.14; *Nordstrom Com. Cases*, 186 Cal.App.4th at 581; *see also Neary v. Regents of Univ. of Cal.*, 3 Cal.4th 273, 277-81 (1992).

a. The Terms of The Settlement Are Fair and Within the Range of Reasonableness

The purpose of the Court's final evaluation of a proposed class action settlement is to determine only whether it is within the range of possible approval such that notice to the class of its terms and conditions and the scheduling of a formal fairness hearing is warranted. *See Wershba*, 91 Cal.App.4th at 234-35. If the Court finds a proposed settlement falls within "the range of reasonableness," it should grant preliminary approval of the class action settlement. *See, e.g., North County Contr. 's Assn., Inc. v. Touchstone Ins. Svcs.*, 27 Cal.App.4th 1085, 1089-90 (1994); *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 133 (2008). Factors to consider in determining whether the settlement is fair, reasonable, and adequate include the strength of the Plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement. *See Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996). However, this Court should begin its analysis with a presumption that the proposed settlement is fair. "A presumption of fairness exists where: (1) the settlement is reached through arm's length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." *See id.* at 1802; *see also In re Heritage Bond Litig.*, 2005 WL 1594403, *10 (C.D. Cal. June 10, 2005) ("It is established that the absence of a large number of objectors to a proposed class action settlement raises a strong presumption that the terms of a proposed class settlement action are favorable to the class members").

i. The Agreement is a Result of Extensive, Non-Collusive Arm's Length Negotiations Between the Parties

Settlement of the Actions was reached only after substantial litigation and extensive arm's length negotiations lasting approximately two (2) years which included a full day mediation and mediator's proposal. *See Decl. Rodriguez*, ¶ 10. At all times, the negotiations were adversarial, although still professional in nature. *See id.*

1 **ii. The Extent of Investigation and Discovery Completed Provided Ample**
2 **Information to Enter Into an Informed and Reasonable Settlement**

3 The Parties were in possession of all necessary information during the negotiations. The Parties
4 engaged in substantial discovery, which included all necessary components for evaluating the class
5 claims and creating an accurate damages model. *See id.* at ¶¶ 8-13. Plaintiffs were in possession of
6 this information prior to calculating any damages in this case. *See id.* As a result, Plaintiffs were able
7 to make a reasonable estimation of Defendant’s potential liability. *See id.* For these reasons, the
8 settlement now before the Court was reached at a stage where “the parties certainly have a clear view of
9 the strengths and weaknesses of their cases” sufficient to support the settlement. *See Kang v. Credit*
10 *Bureau Connection, Inc.*, 2023 WL 6811994, *5 (E.D. Cal. 2023); *Monterrubio v. Best Buy Stores,*
11 *L.P.*, 291 F.R.D. 443, 454 (E.D. Cal. 2013).

12 **iii. Plaintiffs’ Counsel are Experienced in Similar Litigation**

13 Plaintiffs’ counsel have considerable experience in complex litigation such as class and PAGA
14 actions. *See* Decl. Rodriguez, ¶¶ 18-24; Decl. Bibiyan, ¶¶ 2-14. Thus, Plaintiffs’ counsel are qualified
15 to evaluate the class claims, the value of settlement versus moving forward with litigation, and viability
16 of possible affirmative defenses. Plaintiffs’ counsel believe that the Agreement is fair, reasonable, and
17 adequate in light of the risks associated with the claims, the uncertainties of complex litigation, and the
18 secured benefit to Class Members. *See* Decl. Rodriguez, ¶ 8; Decl. Bibiyan, ¶ 15.

19 **iv. No Class Members Objected and No Class Members Opted Out**

20 The reaction by Class Members to the Agreement and all the terms and allocations stated
21 therein is overwhelmingly positive. **Zero Class Members have objected to any aspect of the**
22 **Agreement and Zero Class Members have opted out.** *See* Decl. Islas ¶¶ 9-10. This provides strong
23 evidence that the settlement is fair, reasonable, and adequate. *In re Heritage Bond Litig.*, 2005 WL
24 1594403, *10 (“It is established that the absence of a large number of objectors to a proposed class
25 action settlement raises a strong presumption that the terms of a proposed class settlement action are
26 favorable to the class members”); *Nat’l Rural Telecommunications Coop. v. DIRECTV, Inc.*, 221
27 F.R.D. 523, 529 (C.D. Cal. 2004) (“The complete absence of Class Member objections to the Proposed
28 Settlement speaks volumes with respect to the overwhelming degree of support for the Proposed

1 Settlement among the Class Members. That unanimous, positive reaction to the Proposed Settlement is
2 compelling evidence that the Proposed Settlement is fair, just, reasonable, and adequate”).

3 **v. The Settlement is Fair, Reasonable, and Adequate Based on the Strength of**
4 **Plaintiffs’ Case and the Risks and Costs of Further Litigation**

5 The adequacy of a proposed class settlement is not to be judged against any speculative or
6 hypothetical maximums a plaintiff might achieve if the case went to trial. *See Wershba*, 91
7 Cal.App.4th at 246. Rather, the amount of the settlement must be judged against the realistic range of
8 outcomes after considering the strength and weaknesses of Plaintiffs’ case. *See Munoz v. BCI Coca-*
9 *Cola Bottling Co. of L.A.*, 186 Cal.App.4th 399, 409 (2010). However, even if compared against the
10 maximum class recovery and a conservative estimate for a reduction to civil penalties under the PAGA,
11 the Gross and net recoveries are well within ranges approved in other similar wage and hour class and
12 PAGA settlements. *See Decl. Rodriguez*, ¶¶ 11, 13. Plaintiffs have secured a gross recovery of
13 approximately 13.5% and a net recovery of approximately 6.9%. *See id.* at ¶ 13. The average recovery
14 (\$1,255.45) and net per workweek value (\$28.43) are also higher than was anticipated at preliminary
15 approval. *See Decl. Islas*, ¶¶ 14-15; *Decl. Rodriguez* ¶ 13. This settlement is a reasonable compromise
16 of the class and PAGA claims, and is within the percentile ranges of the total available damages that
17 have been approved in other class settlements. *See Wershba*, 91 Cal.App.4th at 246, 250; *Rebney v.*
18 *Wells Fargo Bank*, 220 Cal.App.3d 1117, 1139 (1990); *Officers for Justice v. Civil Serv. Comm’n*, 688
19 F.2d 615, 628 (9th Cir. 1982); *see also In re Omnivision Technologies, Inc.*, 559 F.Supp.2d 1036, 1042
20 (2007) (noting that certainty of recovery in settlement of 6% of maximum potential recovery after
21 reduction for attorney’s fees was higher than median percentage for recoveries in shareholder class
22 action settlements, averaging 2.2%-3% from 2000 through 2002); *Bravo v. Gale Triangle, Inc.*, 2017
23 WL 708766, *2, *10 (C.D. Cal. 2017) (approving a settlement where the net recovery to class members
24 was approximately 7.5% of the projected maximum recovery amount [\$210,500/\$2,750,000]); *Avila v.*
25 *Cold Spring Granite Co.*, 2018 WL 400315, *2, *6 (E.D. Cal. 2018) (approving a settlement with a
26 gross recovery of 11% of the projected maximum damages available [\$500,000/\$4,441,633.60]) and a
27 net recovery of approximately 6.7% of the projected maximum recovery [\$297,332.98/\$4,441,633.60]);
28 *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 256 (N.D. Cal. 2015) (approving a settlement

1 where the gross recovery was approximately 8.5% of the projected maximum recovery
2 [\$1,000,000/\$11,565,677]; *Schiller v. David's Bridal, Inc.*, 2012 WL 2117001, *13 (E.D. Cal. 2012)
3 ("Class Members will receive an average of approximately \$198.70, with the highest payment to a
4 Class Member being \$695.78 . . . Overall, the Court finds that the results achieved are good, which is
5 highlighted by the fact that there was no objection to the settlement amount or the attorneys' fees
6 requested"), *report and recommendation adopted*, 2012 WL 13040405 (E.D. Cal. 2012); *Gardner v.*
7 *GC Servs., LP*, 2012 WL 1119534, *7 (S.D. Cal. 2012) ("the results achieved in this case were very
8 favorable. Class members are provided with immediate monetary relief, with an average award of
9 around several hundred dollars and a minimum award of \$50").

10 **vi. The Proposed Settlement is a Reasonable Compromise of Claims**

11 In *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116 (2008), the Court required additional
12 information be presented in class action settlements "to ensure that the recovery represents a reasonable
13 compromise, given the magnitude and apparent merit of the claims being released, discounted by the
14 risks and expenses of attempting to establish and collect on those claims by pursuing the
15 litigation" *Id.* at 129. *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal.App.4th 399
16 (2010), clarified that *Kullar* does not require an illusory prediction of the outer reaches of exposure
17 without taking into account the actual risks of litigation such as dispositive motions and trial. *Kullar*
18 also does not require an explicit statement of the maximum amount to be recovered if a plaintiff
19 prevailed on all the claims, provided there is a record that allows "an understanding of the amount that
20 is in controversy and the realistic range of outcomes of the litigation." *Id.* at 409.

21 In connection with preliminary approval and reiterated herein, Plaintiffs set forth the maximum
22 range of outcomes in this litigation as well as the data points relied upon in reaching these ranges. *See*
23 Decl. Rodriguez ¶¶ 11-13. No Class Members have opted out or objected to the settlement or raised
24 any issue with respect to the settlement in any way. *See* Decl. Islas, ¶¶ 9-10. The record demonstrates
25 that the compromises made by Plaintiffs were reasonable and have resulted in a settlement with
26 recovery percentage well within the range of what has been found to be sufficient in several other
27 cases. *See, supra*, Section VI.a.v; *see also Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1242 (9th
28 Cir. 1998) ("The fact that a proposed settlement may only amount to a fraction of the potential recovery

1 does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be
2 disapproved”); *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 455 (2d Cir. 1974) (“In fact there is no
3 reason, at least in theory, why a satisfactory settlement could not amount to a hundredth or even a
4 thousandth part of a single percent of the potential recovery”).

5 **b. Certification of the Class is Appropriate**

6 Class certification is appropriate when (1) the class is ascertainable and (2) there is “a well-
7 defined community of interest in the questions of law and fact involved affecting the parties to be
8 represented.” *Dunk*, 48 Cal.App.4th at 1806. The “community of interest” element “embodies three
9 factors: (1) common questions of law or fact predominate; (2) class representatives with claims or
10 defenses typical of the class; and (3) class representatives who can adequately represent the class.” *Id.*
11 Here, the Court conditionally certified the settlement class on February 6, 2026, and nothing has
12 happened in the interim that would warrant changing that decision. *See Garcia v. City of King City*,
13 2017 WL 363257, *4 (N.D. Cal. 2017); *Messineo v. Ocwen Loan Servicing, LLC*, 2017 WL 733219, *4
14 (N.D. Cal. 2017). Here, the Parties agree that, for the purposes of settlement, these prerequisites are
15 met. *See Exhibit A.*

16 **i. The Proposed Settlement Class is Ascertainable and Sufficiently Numerous**

17 The proposed settlement class is ascertainable because all putative Class Members can be
18 readily identified through employee personnel and payroll files. *See Noel*, 7 Cal.5th at 980; *Rose v.*
19 *City of Hayward*, 126 Cal.App.3d 926, 932 (1981); *Lee v. Dynamex, Inc.*, 166 Cal.App.4th 1325, 1334
20 (2008). The numerosity requirement is met because there are 195 individuals who fall within the
21 definition of Class Member, which makes joinder of all members impracticable. *See Gay v. Waiters’ &*
22 *Dairy Lunchmen’s Union*, 489 F.Supp. 282 (N.D. Cal. 1980), *aff’d* 694 F.2d 531 (9th Cir. 1982);
23 *Hebbard v. Calgrove*, 28 Cal.App.3d 1017, 1030 (1972) (noting no set minimum to meet the
24 numerosity prerequisite, but a class as few as twenty-eight (28) members is acceptable). Thus, these
25 requirements are satisfied.

26 **ii. The Commonality, Predominance, and Typicality Requirements are Met**

27 The commonality requirement is met when there are questions of law or fact regarding the class
28 as a whole. *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1019 (9th Cir. 1998). Commonality requires

1 only that some common legal or factual questions exist; Plaintiff need not show that all issues in the
2 litigation are identical. *See Richmond v. Dart Ind., Inc.*, 29 Cal.3d 462, 473 (1981); *City of San Jose v.*
3 *Superior Court*, 12 Cal.3d 447, 460 (1974). Common questions of law or fact must also predominate
4 over individual questions and class-wide treatment of a dispute must be superior to individual
5 litigation.² *See Richmond*, 29 Cal.3d at 469. Predominance requires a putative class be sufficiently
6 cohesive to warrant adjudication by representation. *See Hanlon*, 150 F.3d at 1022. The typicality
7 requirement is met when claims of the named representative are typical of those of the class, though
8 “they need not be substantially identical.” *Id.* at 1020; *Classen v. Weller*, 145 Cal.App.3d 27, 46-47
9 (1983).

10 The common questions of law and fact in this case stem from Plaintiffs’ contention that
11 Defendant caused the violations by 1) failing to fully compensate employees because of Defendant’s
12 rounding practices, 2) failing to compensate employees for pre-shift off-the-clock work, 3) failing to
13 provide compliant meal periods and automatically deducting meal periods for employees, 4) failing to
14 provide compliant rest periods, 5) failing to include piece rate bonuses and non-discretionary bonuses
15 in employee’s regular rate of pay for purposes of calculating overtime premiums and sick pay
16 premiums, 6) failing to provide accurate wage statements, and 7) failing to reimburse employees for
17 using their cell phone for work purposes and for purchasing their own PPE. The PAGA, waiting time
18 penalty, wage statement violation, and unfair competition claims also derive from these violations. *See*
19 Exhibit B. Plaintiffs and Class Members seek the same remedies under state law. Under these specific
20 circumstances, the commonality and predominance requirements are satisfied. Regarding the typicality
21 requirement, Plaintiffs contend they suffered from the same unlawful policies, treatment, and
22 circumstances as Class Members did, will request the same remedies, and will rely on the same
23 methods of proof to establish liability and damages. *See id.* Thus, the typicality requirement is also
24 satisfied for settlement purposes.

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26
27
28 ²When assessing predominance and superiority, a court may consider that the class will be certified for settlement purposes only and that manageability of trial is therefore irrelevant. *See Amchem Products v. Windsor*, 521 U.S. 591 (1997).

1 **iii. The Adequacy Requirement is Met**

2 The adequacy of representation requirement is met if the named representatives and counsel
3 have no interests adverse to those of the putative class members and are committed to vigorously
4 prosecuting the case on behalf of the class. *See Hanlon*, 150 F.3d at 1020; *McGhee v. Bank of America*,
5 60 Cal.App.3d 442, 450-51 (1976). Those standards are met here. Under the proposed Agreement,
6 Plaintiffs and the putative Class Members will receive a pro rata share of the settlement based on the
7 number of workweeks they worked for Defendant. *See* Exhibit A. Finally, any settlement class
8 member who wishes to opt-out of the settlement may do so, and he or she may also dispute the number
9 of workweeks stated in the Notice of Settlement.

10 There is no conflict of interest between Plaintiffs and Class Members. Plaintiffs and Plaintiffs’
11 counsel have pursued the claims made in the operative Complaint vigorously on behalf of the class.
12 Plaintiffs’ counsel, with Plaintiffs’ assistance, thoroughly investigated the claims made in this case by
13 speaking with Plaintiffs and reviewing substantial amounts of documents. Plaintiffs’ counsel thereafter
14 engaged Defendant’s counsel in settlement discussions over the course of approximately two (2) years.
15 Moreover, Plaintiffs’ counsel have experience defending and bringing wage and hour claims. Because
16 Plaintiffs’ counsel have vigorously pursued Plaintiffs’ and the Class Members’ claims, the adequacy
17 requirement is met. *See generally* Decl. Rodriguez; Decl. Bibiyan.

18 **VII. THE AMOUNTS REQUESTED FOR ATTORNEY’S FEES AND COSTS,**
19 **ENHANCEMENT PAYMENTS FOR THE CLASS REPRESENTATIVES, AND**
20 **SETTLEMENT ADMINISTRATOR COSTS ARE REASONABLE AND SHOULD BE**
21 **APPROVED**

22 The Notice of Settlement sent to Class Members specifically identified the allocations for
23 attorney’s fees and costs, the Enhancement Payments, and the Settlement Administrator Costs. *See*
24 Exh. A to Decl. Islas, pg. 2. The reaction of Class Members to these requested amounts provides useful
25 evidence of whether they are reasonable. *See In re Heritage Bond Litig.*, 2005 WL 1594403, *21 (“The
26 absence of objections or disapproval by class members to Class Counsel’s fee request further supports
27 finding the fee request reasonable”). As noted above, there have been no objections raised to the
28 Agreement or any term or allocation therein whatsoever. *See* Decl. Islas, ¶ 10. In addition to Class

Members’ reactions supporting the requested amount, the facts and applicable case law also support awarding these amounts in full.

An award of attorney’s fees should include compensation for all hours reasonably spent. *See Ketchum v. Moses*, 24 Cal.4th 1122, 1133 (2001); *see also Hensley v. Eckerhart*, 461 U.S. 424, 431 (1983) (finding hours are reasonably spent if they are the kind normally billed to a fee-paying client). California has not adopted any “benchmark” percentage utilized by several federal courts. *See Emmons v. Quest Diagnostics Clinical Lab’ys, Inc.*, 2017 WL 749018, *7 (E.D. Cal. 2017) (“Notably, while the California Supreme Court recognized the Ninth Circuit’s 25 percent benchmark for percentage awards in common fund cases, it did not adopt such a benchmark for California cases”). Instead, “[t]he benchmark in determining attorney fees is reasonableness.” *Karton v. Ari Design & Constr., Inc.*, 61 Cal.App.5th 734, 744 (2021).

a. A Fee of One-Third of the Common Fund Is Reasonable Because It Is Within the Ranges Historically Approved by Courts in Class Settlements and a Lodestar Cross Check Validates the Proposed Fee

An award of attorney’s fees under the common fund doctrine is appropriate in this case as there is a sufficiently identifiable class of beneficiaries (*e.g.* the settlement class), the benefits received can be accurately traced to the settlement Plaintiffs and Class Counsel were able to negotiate on behalf of Class Members, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific, lump-sum percentage of the fund. *See Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016); *Paul, Johnson, Alston & Hunt v. Gaulty*, 886 F.2d 268, 271 (9th Cir. 1989); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 477-478 (1980) (“A lawyer who recovers a common fund for the benefit of persons other than . . . her client is entitled to a reasonable attorney’s fee from the fund as a whole.”). In this case, the Agreement allocates up to one-third (1/3) of the Gross Settlement Amount (\$160,000) as the maximum potential fee award. *See Exhibit A, ¶ 5.2*. This is well within the range of fee award percentages approved in common fund cases. *See, e.g., Martin v. AmeriPride Servs., Inc.*, 2011 WL 2313604, *8 (S.D. Cal. 2011) (collecting cases and noting fee awards may range between 30%-40% where the gross settlement amount is less than \$10 million); *Singer*, 2010 WL 2196104, *8 (collecting cases wherein the fee awards ranged from 33.33% to 40% of the gross settlement amount, including *Ingalls v. Hallmark Mktg. Corp.*, 08cv4342 VBF (Ex), Doc. No. 77, ¶ 6 (C.D. Cal. Oct. 16, 2009)

1 [awarding 33.33% fee in a \$5.6 million wage and hour class action settlement], *Birch v. Office Depot,*
2 *Inc.*, Case No. 06cv1690 DMS (WMC), Doc. No. 48, ¶ 13 (S.D. Cal. Sept. 28, 2007) [awarding a 40%
3 fee in a \$16 million wage and hour class action settlement], and *Rippee v. Boston Mkt. Corp.*, Case No.
4 05cv1359 BTM (JMA), Doc. No. 70, at 7–8 (S.D. Cal. Oct. 10, 2006) [awarding a 40% fee in a \$3.75
5 million wage and hour class action settlement]).

6 The complexity and risk associated with this case also support a fee percentage of one-third
7 (1/3) of the common fund. Class Counsel shouldered the risk of contingent fee litigation over the
8 course of approximately two (2) years in two separate cases before the Parties attended mediation. *See*
9 Decl. Rodriguez, ¶¶ 10, 17. Thus, the risks and substantial benefits secured for Class Members justify
10 awarding one-third (1/3) of the Gross Settlement Amount in attorney’s fees.

11 To the extent the Court wishes to exercise its discretion to conduct a lodestar cross check, the
12 cross check only validates the fee request. *See Laffitte*, 1 Cal.5th at 503-506. Again, an award of
13 attorney’s fees should include compensation for all hours reasonably spent. *See Ketchum*, 24 Cal.4th at
14 1133; *see also Hensley*, 461 U.S. at 431 (finding hours are reasonably spent if they are the kind normally
15 billed to a fee-paying client). Class Counsel, who are experienced wage and hour class action attorneys,
16 have put a significant number of hours in this case. As discussed, Class Counsel had to conduct
17 substantial investigation, research numerous issues, review and analyze policies, independently analyze
18 time records, and wage statements, as well as dedicate substantial time to analyze data, time records and
19 payroll records. *See* Decl. Rodriguez, ¶¶ 7-10, 26-27; Decl. Bibiyan, ¶¶ 17-20. Those efforts, along with
20 negotiating settlement, obtaining preliminary approval, preparing and filing the final approval papers,
21 required a significant amount of time and labor. *See id.*

22 The total amount of attorney time estimated to have been expended thus far, and estimated to be
23 expended in finalizing this matter is 411.9 and Class Counsel’s total lodestar is \$255,620. *See* Decl.
24 Bibiyan, ¶ 17 (showing 194.6 total hours and lodestar of \$118,930 for Bibiyan Law Group, P.C.); Decl.
25 Rodriguez, ¶¶ 26-27 (showing 217.3 total hours and lodestar of \$136,690 for Shimoda & Rodriguez
26 Law, PC); Exhibit F (SRL Attorney Hours Summary Chart); *Missouri v. Jenkins by Agyei*, 491 U.S. 274,
27 283 (1989) (awarding fees at the hourly rate in effect at the time of the fee request is an appropriate and
28 judicially approved method).

1 The reasonableness of Class Counsel's fee request is also demonstrated by the fact that the
2 amount requested would not result in any multiplier, which are regularly applied to contingent litigation
3 fee awards. *See Wershba*, 91 Cal.App.4th at 255 ("Multipliers can range from 2 to 4 or even higher").
4 Multipliers are typically awarded in contingent fee litigation to compensate counsel for the risk of non-
5 payment:

6 It is an established practice in the private legal market to reward attorneys
7 for taking the risk of non-payment by paying them a premium over their
8 normal hourly rates for winning contingency cases. *See Richard Posner*,
9 *Economic Analysis of Law* § 21.9, at 534-35 (3d ed. 1986). Contingent
10 fees that may far exceed the market value of the services if rendered on a
non-contingent basis are accepted in the legal profession as a legitimate
way of assuring competent representation for Plaintiff who could not
afford to pay on an hourly basis regardless whether they win or lose.

11 *Chem. Bank v. City of Seattle (In re Wash. Pub. Power Supply Sys. Sec. Litig.)*, 19 F.3d 1291, 1299 (9th
12 Cir. 1994). Moreover, "in the common fund context, attorneys whose compensation depends on their
13 winning the case, must make up in compensation in the cases they win for the lack of compensation in
14 the cases they lose." *See id.* at 1300-01; *see also Ketchum*, 24 Cal.4th at 1138 ("The adjustment to the
15 lodestar figure, *e.g.*, to provide a fee enhancement reflecting the risk that the attorney will not receive
16 payment if the suit does not succeed, constitutes earned compensation; unlike a windfall, it is neither
17 unexpected nor fortuitous"). As a lodestar cross check validates the common fund percentage
18 requested, the Court should grant Class Counsel's fee request.³ Thus, Plaintiffs request the Court award
19 attorney's fees in the amount of \$160,000 (1/3 of the Gross Settlement Amount).

20 **b. Class Counsel's Expenses and Costs Were Necessarily Incurred to Achieve the Benefit**
21 **Obtained**

22 The appropriate analysis in determining whether particular costs are compensable is whether they
23 are of the type typically billed by attorneys to paying clients in the marketplace. *See Harris v.*
24 *Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) ("Harris may recover as part of the award of attorney's fees
25 those out-of-pocket expenses that 'would normally be charged to a fee paying client'"); *Abrams v.*
26 *Lightolier, Inc.*, 50 F.3d 1204, 1225 (3d Cir. 1995); *Bratcher v. Bray-Doyle Indep. Sch. Dist. No. 42*, 8
27

28 ³ Class Counsel have entered into a Joint Prosecution Agreement wherein any fee awards shall be split between Class
Counsel as follows: 2/3 to Bibiyan Law Group, P.C. and 1/3 to Shimoda & Rodriguez Law, PC. *See Decl. Rodriguez*, ¶ 27;

1 F.3d 722, 725-26 (10th Cir. 1993). The categories of expenses for which Class Counsel seek
2 reimbursement here are categories normally charged to hourly clients. *See* Decl. Rodriguez, ¶ 29;
3 Exhibit D; Exh. 1 to Decl. Bibiyan. Therefore, Class Counsel's request for \$26,937.32 in litigation
4 costs should be approved.

5 **c. Class Counsel's Request for a Enhancement Payment to the Class Representatives**
6 **Is Justified In Light of The Results Achieved for the Class and the Burdens**
7 **Experienced By the Class Representatives**

8 An enhancement payment to a named plaintiff is intended to recognize their time and effort on
9 behalf of the class. Indeed, courts routinely approve incentive awards to compensate named plaintiffs
10 for the services they provide and the risks they incurred during the course of the class action litigation.
11 *See Ingram v. The Coca Cola Co.*, 200 F.R.D. 685, 694 (N.D. Ga. 2001). In *Ingram*, the Court
12 approved incentive awards of \$300,000.00 to each named plaintiff in recognition of the services they
13 provided to the class by responding to discovery, participating in the mediation process, and taking the
14 risk of stepping forward on behalf of the class. *See id.* at 694; *see also Van Vranken v. Atlantic*
15 *Richfield Co.*, 901 F.Supp. 294 (N.D. Cal. 1995) (approving a \$50,000.00 participation award);
16 *Cellphone Termination Fee Cases*, 186 Cal.App.4th at 1393 (approving \$10,000 awards to each of the
17 four (4) named plaintiffs). In this case, Plaintiff Holmberg spent approximately 87-107 hours and
18 Plaintiff Neff spent approximately 25 hours providing substantial support in helping to secure payment
19 to Class Members. Plaintiffs provided and explained a substantial number of documents critical to
20 helping establish important facts central to this case and participated in informal discovery. *See* Decl.
21 Holmberg, ¶¶ 5-8; Decl. Neff, ¶¶ 9-15. Payment of \$10,000.00 to each Class Representative is
22 appropriate given the risk, assistance, time required, and burden experienced in bringing and resolving
23 this case, especially since this amount was identified in the Notice of Settlement and no objections to it
24 have been received. *See West v. Circle K Stores, Inc.*, 2006 WL 8458679, *2-3, *7-*8, (E.D. Cal.
25 2006) (awarding a \$15,000 representative enhancement where 10,000 class members were to receive a
26 gross award of approximately \$500 each from the \$5,000,000 settlement); *Dent v. ITC Serv. Croup*,
27 2013 WL 5437331, *4,*7, *9 (D. Nev. 2013) (awarding a \$15,000 representative enhancement out of a
28 \$150,000 settlement for approximately 530 class members).

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VIII. CONCLUSION

Shimoda & Rodriguez Law, PC

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

KYLE NEFF and ERICK HOLMBERG,
individually and on behalf of all others
similarly situated,

Plaintiffs,

vs.

CASTLE TIRE DISPOSAL, LLC, a Delaware
Limited Liability Company; and DOES 1
through 100, inclusive,

Defendant.

CASE NO.: 34-2023-00336483

RELATED CASE NO.: 23CV002828

*Assigned for all purposes to Hon. Lauri A. Damrell
Department 8B*

CLASS ACTION

**DECLARATION OF JUSTIN P. RODRIGUEZ
IN SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: July 17, 2026

Time: 9:00 a.m.

Dept.: 8B

Judge: Hon. Lauri A. Damrell

Filed: March 20, 2023

FAC Filed: December 23, 2025

Trial Date: None Set

1 I, Justin P. Rodriguez, declare:

2 1. I am an attorney at law duly admitted to practice before all the courts of the State of
3 California and an attorney of record for Plaintiff Erick Holmberg (“Plaintiff Holmberg”) herein
4 (Plaintiff Holmberg and Plaintiff Kyle Neff [“Plaintiff Neff”] are collectively referred to as
5 “Plaintiffs”). I am making this declaration on behalf of Class Members, PAGA Members, and in
6 support of Plaintiffs’ Motion for Final Approval of Class Action and PAGA Settlement (“Motion”).
7 Pursuant to Rule 2.99.05 of the Local Rules for the Superior Court of California, County of
8 Sacramento, I have reviewed the Court’s class action and PAGA settlement checklist and believe I have
9 prepared the moving papers in compliance with the checklist as well as the California Rules of Court. I
10 have also advised co-counsel of the checklist and the requirements therein for their filings. A true and
11 correct copy of the Joint Stipulation Regarding Class Action and PAGA Settlement and Release
12 (“Agreement”) in this matter is filed with this Motion as Exhibit A.

13 2. In this wage and hour class action Plaintiffs’ contend that Defendant Castle Tire
14 Disposal, LLC (“Defendant”), violated California law by failing to pay overtime wages, failing to pay
15 minimum wages, failing to provide meal periods and rest periods, failing to pay final wages, failing to
16 provide accurate wage statements, failing to timely pay wages, failing to indemnify/reimburse for
17 business expenses, violating Labor Code section 227.3, and engaging in unfair competition. Plaintiffs
18 also alleged liability for civil penalties under the Private Attorneys General Act (“PAGA”). These
19 claims were based allegations that Defendant violated California law by 1) failing to fully compensate
20 employees due to rounding employee’s hours worked, suffering and permitting off-the-clock work, and
21 failing to properly calculate the regular rate of pay for premium wage payments, 2) failing to provide
22 compliant meal and rest periods, and 3) failing to reimburse employees for using their cell phone for
23 work purposes and for purchasing their own PPE. The PAGA, waiting time penalty, wage statement
24 violation, and unfair competition claims also derive from these violations.

25 3. The Agreement represents a global compromise of several lawsuits brought against
26 Defendant by Plaintiffs, *e.g. Kyle Neff v. Castle Tire Disposal LLC*, Sacramento County Superior Court
27 Case No. 34-2023-00336483 (“*Neff* Class Action”); *Kyle Neff v. Castle Tire Disposal LLC*, Sacramento
28 County Superior Court Case No. 23CV002828 (“*Neff* PAGA Action”); and *Erick Holmberg vs. Castle*

1 *Tire Disposal, LLC*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006565,
2 (“*Holmberg Action*”) (the *Neff* Class Action, *Neff* PAGA Action, and *Holmberg* Action collectively
3 referred to as the “Actions”). As part of the global resolution, the Parties agreed to file an amended
4 complaint in the *Neff* Class Action consolidating all parties and class and PAGA claims alleged in the
5 Actions into a singular proceeding. A true and correct copy of the Operative Complaint in this matter is
6 filed with this Motion as Exhibit B. The Operative Complaint, which is the First Amended Complaint
7 in this case, was filed on December 23, 2025.

8 4. We began investigating the claims on June 5, 2023, which included interviewing
9 Plaintiff Holmberg, reviewing his documents, and seeking out potential witnesses to corroborate the
10 claims. From our initial investigations of the claims and documents, we believed the claims had merit
11 and could be maintained as a class and representative action. On June 16, 2023, Plaintiff Holmberg
12 sent notice to the Labor and Workforce Development Agency (“LWDA”) to exhaust administrative
13 remedies under the PAGA. The *Holmberg* Action was filed on June 27, 2023. The LWDA did not
14 respond to the notice within the statutorily required time frame and, as such, Plaintiff Holmberg
15 became authorized to act as a Private Attorney General on all alleged PAGA claims. A copy of the
16 notice was also sent to Defendant via certified mail, and the \$75.00 filing fee was remitted to the
17 LWDA at that time. There was no response by the LWDA regarding its intent to investigate the claims
18 alleged in Plaintiff’s notice for more than 65 days and Defendant did not utilize the cure procedures
19 under the statute. As such, Plaintiff became authorized to commence a civil action under the PAGA
20 and filed a First Amended Complaint in the *Holmberg* Action on October 24, 2023. A copy of the
21 Complaint was uploaded to the LWDA after we received a file stamped copy back from Court.

22 5. On or around March 16, 2023, Plaintiff Neff filed with the LWDA and served on
23 Defendant a notice under Labor Code section 2699.3. The *Neff* Class Action was filed on March 20,
24 2023. On or around June 6, 2023, the *Neff* PAGA Action was filed. A true and correct copy of the
25 PAGA notices filed by Plaintiffs are being filed with this Motion as Exhibit C.

26 6. Currently, there is no date set for a motion to certify the class and there is no trial date.

27 7. Defendant is represented in this matter by Nisha Verma and Hannah R. Green of Dorsey
28 & Whitney LLP. From the beginning, Defendant has contested the merits of this case, the suitability of

1 the case for class action and/or representative treatment, the manageability of the case at trial, and
2 Plaintiffs' ability to prove a violation in each pay period for each employee among other defenses and
3 contentions they made challenging the propriety of this action. Defendant further contended, even
4 assuming there was a finding supporting the imposition of PAGA penalties, that the Court would likely
5 exercise its discretion to substantially reduce any such penalties owed based on evidence of good faith
6 attempts to comply with California Labor Code obligations by Defendant. Notwithstanding the
7 agreement to settle this matter, Defendant believes the practices Plaintiffs are contending are unlawful
8 either do not exist or, to the extent they do exist, fully comply with all state and federal employment
9 laws with respect to Plaintiffs and Class Members. Also, Defendant has contended that this matter is
10 not appropriate for class certification outside of this proposed class settlement.

11 8. My office, including my partner, Galen T. Shimoda, my associate, Renald Konini, and I,
12 along with Plaintiff Holmberg's assistance, have thoroughly investigated the merits of the claims and
13 potential damages for such claims. We have reviewed a substantial number of documents and class data
14 in connection with discovery during our investigation of the claims. Based on the expected testimony, a
15 review of Defendant's policies and procedures and other documents relating to the alleged claims,
16 information on the number of Class Members, Class Members' total workweeks within the Class Period,
17 pay periods within the one (1) year penalty statute of limitations, the number of Class Members who
18 separated employment within three (3) years of this case being filed, a representative sample of Class
19 Members' time and payroll data, the scope of the potential damages in light of the claims alleged, the
20 uncertainty in the law with regard to certification, and the negotiations that have taken place, I believe
21 that the proposed settlement is in the best interest of the class. The length and risk of continued
22 litigation and trial, as well as other normal perils of complex litigation that impact the value of the
23 claims, were also considered and weighed in reaching the Settlement. In addition, the prospects of class
24 certification and maintaining class certification through trial notwithstanding the numerous challenges
25 raised by Defendant were considered throughout the negotiation process. I further considered the fact
26 that penalties under the PAGA could be substantially cut at the discretion of the Court even if we were
27 successful on proving those claims and there was risk that a Court could find no willfulness in the failure
28 to pay wages at separation or the existence of a good faith dispute, which could eliminate the value of

several claims entirely. Overall, I believe it is more beneficial to secure a guaranteed benefit to the class now rather than to proceed with litigation and potentially obtain zero funds for the class due to legal or factual issues in the case. I believe the settlement is fair, reasonable, and adequate as to all Class Members and PAGA Members.

9. In connection with mediation, the parties engaged in informal discovery and exchange of documents that included, but was not limited to, a representative sampling of employee data, including, but not limited to, time records, paystubs, and payroll summaries, relevant handbooks, bulletins, and memoranda containing Defendant's policies for the entirety of the statute of limitations applicable to the alleged claims. In addition to having this data reviewed by an expert to assist with mediation damages calculations, we review the time and payroll records to analyze the frequency and extent of the alleged violations. From this production and analysis Plaintiffs were able to determine information critical to a reliable damages analysis such as the average hourly rate, average daily hours worked, shifts eligible for meal and rest periods and the number of potential shifts that may correspond to liability under our theories of liability, average number of workweeks and pay periods that had potential violations based on the asserted claims, the frequency with which violations occurred in a given week and/or pay period, and the number of former employees. This information allowed Plaintiffs to assess both liability and damages and create an accurate damages model. The named Plaintiffs assisted in all aspects of this litigation including providing factual information relating to Plaintiff's and Class Members' employment conditions, providing a substantial number of documents, and answering questions regarding Defendant's factual contentions in this matter. This was important because it directly related to the ability to maintain this case as a class action and our ability to obtain a favorable settlement for the class.

10. The parties engaged in mediation on January 28, 2025, using an experienced mediator, Gig Kyriacou. The Parties were not able to resolve at mediation, but were eventually able to resolve the matter through continued negotiations and a mediator proposal on February 7, 2025. The litigation and negotiations over the past approximately two years were, at all times, contentious, adversarial, and at arms-length, though still professional in nature.

11. As set forth in the declaration of Megan R. Lazar in support of preliminary approval, based on the sample data provided for mediation and expert extrapolations therefrom, Plaintiffs estimated there were approximately 253 putative class members who worked approximately 11,969 workweeks during the Class Period. This proved to be an overestimation as the actual number determined in connection with providing Class Members notice of the settlement was 195 Class Members and 8,610 Qualified Workweeks. Based on Plaintiffs estimates, a summary of the claim valuations set forth in Ms. Lazar's declaration is as follows:

Claim	Maximum Exposure
Off-The-Clock Work	\$96,580
Rounding	\$28,244
Regular Rate of Pay	\$38,290
Meal Period Violations	\$1,093,778
Rest Period Violations	\$463,242
Business Expenses	\$0
Wage Statement Violations	\$280,700
Waiting Time Penalties	\$1,045,044
PAGA Penalties (Total)	\$1,006,600
Overtime Violations	\$140,900
Minimum Wage Violations	\$281,800
Meal Period Violations	\$140,900
Rest Period Violations	\$140,900
Waiting Time Penalties	\$20,300
Wage Statement Violations	\$281,800
Total (Class and PAGA)	\$4,052,478

12. With respect to Plaintiffs' regular rate of pay claim, this was calculated based on quarterly and monthly incentive-based compensation Plaintiffs contended should have been included in regular rate calculations for overtime and sick leave wages. The average base rate of pay for Class Members was \$21.25 per hour. The average regular rate of pay for Class Members who received the additional incentive-based compensation was approximately \$22.41 per hour. Approximately 30.9% of pay periods included overtime and overlapped a period covered by a quarterly incentive payment. Approximately 33.1% of pay periods included overtime and overlapped a period covered by a monthly incentive payment. Based on the total amount of overtime actually paid at the base rate compared to what should have been paid under the regular rate of pay, there was approximately \$26,779 in unpaid

overtime wages due to the alleged regular rate violations. A similar calculation was made for sick leave wages under this theory of liability. Approximately 60% of sick leave hours overlapped a period covered by either a monthly or quarterly incentive-based payment. Based on the amount of sick leave wages paid at the base rate of pay and the amount that should have been paid under the regular rate of pay, there was approximately \$11,511 in unpaid sick leave wages. In total, the regular rate of pay theory of liability equated to a maximum of \$38,290.

13. Again, these calculations overstate the maximum exposure as it has now been determined that there are only 195 Class Members (not 253) and 8,610 workweeks (not 11,969), approximately 28% lower than what the damage estimates for mediation were based on. Even assuming the maximum values would be obtained using the inflated class numbers and only accounting for the range of possible discretionary reductions of civil penalties for the PAGA claim, the percentage of recovery for the settlement is substantial. Courts are statutorily authorized to use discretion to reduce penalties and the range of discretion used varies substantially. *See Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012) (30% reduction); *Fleming v. Covidien Inc.*, 2011 WL 7563047, *3–4 (C.D. Cal. 2011) (82% reduction); *Magadia v. Wal-Mart Associates, Inc.*, 384 F.Supp.3d 1058, 1104 (N.D. Cal. 2019) (80% reduction); *Hamilton v. Juul Labs, Inc.*, 2021 WL 5331451, *9-*10 (N.D. Cal. 2021). Plaintiffs conservative estimate of a 50% reduction against assessed civil penalties (to \$503,300) is well within the discretionary range. The resulting \$3,549,178 in total exposure equates to an approximate 13.5% gross recovery, (\$480,000 / \$3,549,178). After deducting the proposed allocations for attorney’s fees and costs, Enhancement Payments, Settlement Administrator Costs, and the PAGA Payment from the Gross Settlement Amount, the net recovery under the Agreement, \$244,812.68, represents approximately 6.9% of the maximum value of the claims in this matter, an average net recovery of \$1.255.45, and a net per workweek value of \$28.43.

14. I believe allocating \$20,000 to the PAGA claims in this case is appropriate, especially in light of amounts that Courts have approved as reasonable valuations in other cases. *See Nordstrom Com. Cases*, 186 Cal.App.4th 576, 589 (2010) (approving \$0 allocation to the resolution of PAGA claims based on their being disputed and being part of a class settlement which was evaluated based on the terms of the agreement overall); *Junkersfeld v. Med. Staffing Sols., Inc.*, 2022 WL 2318173, *8 n.2

(E.D. Cal. 2022) (collecting cases with PAGA settlement values ranging from .037%-1%); *Jennings v. Open Door Marketing, LLC*, 2018 WL 4773057, *9 (N.D. Cal. 2018) (approving settlement of PAGA claims at 0.6% of total estimated value due to risk of no recovery); *Ruch v. AM Retail Grp., Inc.*, 2016 WL 5462451, *7 (N.D. Cal. 2016) (approving \$10,000 PAGA settlement allocation where total PAGA penalty exposure was approximately \$5.2 million, or 0.2% of total estimated value); *Davis v. Cox Commc'ns California, LLC*, 2017 WL 1496407, *1 (S.D. Cal. 2017) (preliminarily approving \$4,000 PAGA allocation in \$275,000 settlement); *Moore v. Fitness Int'l, LLC*, 2014 WL 12571448, *5 (S.D. Cal. 2014) (approving \$2,500 PAGA allocation when attorneys' fees award alone amounted to \$200,000); *Jack v. Hartford Fire Ins. Co.*, 2011 WL 4899942, *6 (S.D. Cal. 2011) (approving \$3,000 PAGA allocation in \$1,200,000 settlement); *Singer v. Becton Dickinson & Co.*, 2010 WL 2196104, *2 (S.D. Cal. 2010); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *1, *9 (N.D. Cal. 2009) (approving \$1,500 PAGA allocation in \$1,026,000 settlement); *Syed v. M-I, L.L.C.*, 2017 WL 714367, *13 (E.D. Cal. 2017) (approving \$100,000 PAGA allocation in \$3,950,000 gross settlement amount allocated to California class even though PAGA exposure was calculated at \$53,600,000, or 0.2% of total estimated potential value); *Garcia v. Gordon Trucking, Inc.*, 2012 WL 5364575, *6-*7 (E.D. Cal. 2012) (approving \$10,000 PAGA allocation in a \$3,700,000 settlement); *Franco v. Ruiz Food Prod., Inc.*, 2012 WL 5941801, *14 (E.D. Cal. 2012) (\$10,000 PAGA allocation from \$2,500,000 settlement fund); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D. Cal. 2011) (\$10,000 PAGA allocation from \$6,900,000 settlement fund).

15. I believe the Agreement is fair, reasonable, and adequate, representing a reasonable compromise of claims based on the legal and factual disputes in this case. The ability to secure a guaranteed settlement now and ensure Class Members receive some compensation, rather than proceed to further litigation and potentially recover nothing, was a motivating factor in reaching this Agreement.

16. After the Class Member information was turned over to the Settlement Administrator, Plaintiffs became aware that Defendant was not in possession of the full social security numbers ("SSN") for Class Members and were not able to obtain the full SSN for members as it had ceased operations and could not obtain the details from the payroll provider. In order to be able to issue wage

1 payments and properly report the settlement payments to the IRS, a SSN was required for each Class
2 Member and PAGA Member. We brought this to the attention of the Court as this would require an
3 amendment to the preliminary approval order and Notice of Settlement. At the time and after
4 consultation with the Settlement Administrator, it was believed that the maximum amount that could be
5 paid to a Class Member and/or PAGA Member without triggering a reporting obligation requiring a
6 SSN was \$599. Since that time, further investigation has been performed and the threshold for
7 reporting has increased to \$2,000. Thus, payments for penalties and interest (1099 income) up to
8 \$1,999 may still occur even without SSN information for Participating Class Members. Pursuant to the
9 Court's March 12, 2026, Order, the Notice of Settlement was amended to include a W-9 tax form and
10 information explaining to Class Members and PAGA Members that the W-9 tax form needed to be
11 filled out and returned in order to receive payment.

12 17. In agreeing to take on this case, our office agreed to take this case on a contingency
13 basis, meaning that we would take a percentage of any settlement or judgment should we recover a
14 monetary amount. We took a risk that we would not recover any money in this matter if we were
15 unsuccessful at trial. We also took on the risk that the case may be subject to an unfavorable summary
16 judgment ruling. However, we believe it is important to make sure employees are able to find
17 affordable representation in order to ensure that employers are complying with all their legal
18 obligations towards employees and paying employees all their hard-earned wages. We rely on
19 attorney's fee awards in order to continue working to ensure California wage and hour protections are
20 enforced. Recovery of our full lodestar plus an appropriate multiplier is necessary to compensate for
21 the risk undertaken. Otherwise, we could not continue to represent employees who are denied wages,
22 but whose cases may be time-consuming and difficult to prove. There have been many class cases we
23 have litigated where, ultimately, we get zero for our time because we are unable to meet certification
24 requirements or the company becomes financially insolvent. Additionally, there are numerous
25 occasions, like in this case, where the fee recovered actually results in a negative multiplier of Class
26 Counsel's lodestar.

27 18. I am a shareholder at Shimoda & Rodriguez Law, PC. My law firm is a boutique law
28 practice that focuses primarily on employment litigation, emphasizing wage and hour litigation. I

1 attended and graduated college from U.C. Davis, receiving a Bachelor of Arts in Philosophy and the
2 Departmental Citation for Academic Achievement in the Philosophy program. I was one of only two
3 recipients of this award out of the entire Philosophy Department. After U.C. Davis, I attended the
4 University of the Pacific, McGeorge School of Law, graduating in 2011 and receiving a Juris
5 Doctorate. I graduated in the top 20% of my class and was a member of the Traynor Honor Society at
6 McGeorge. Other academic achievements of mine include receiving a Witkin Award (top grade) in my
7 legal research and writing course, a Witkin Award in complex civil litigation, being a member of the
8 Dean's List from 2008 to 2011, being a Legislative Staff Writer for the *McGeorge Law Review* from
9 2009–2010, being an Associate Comment Editor for the *Pacific McGeorge Global Business &*
10 *Development Law Journal* from 2010–2011, and being selected as a Sacramento County Bar
11 Association Diversity Fellow in 2009. I was also a member of the Employment and Labor Law Society
12 and an officer for the Latino Law Students Association from 2009 to 2010.

13 19. I have been practicing law since 2011. From 2011 to 2016, I worked with the Shimoda
14 Law Corp. as an Associate. I became a Shareholder/Partner in the firm in 2017. Shimoda Law Corp.
15 became Shimoda & Rodriguez Law, PC, in 2022. Since 2017, I have received an AV Preeminent
16 rating from Martindale-Hubbell for my legal ability and ethical standards. From 2018 to 2024, I have
17 been recognized as a Super Lawyer (Rising Star). I have been recognized as a Super Lawyer since
18 2025. I have been a panel speaker and presented a number of seminars covering issues in wage and
19 hour litigation in general and complex class and PAGA litigation in particular. These engagements
20 include the following: (1) *Epic Systems*, PAGA, and the Future of Employment Arbitration in
21 California (Sacramento County Bar Assoc., Sept. 2018); (2) Class Actions and PAGA Claims (Assoc.
22 of Defense Counsel of Northern California & Nevada, Jul. 2020); (3) Mediation: The Experienced Trial
23 Lawyers Perspective (Sacramento County Bar Assoc., Sept. 2020); (4) How to Become a Pivotal Part
24 of Any Wage and Hour Practice Group (Sacramento County Bar Assoc, Mar. 2021); (5) Emerging
25 Trends and Issues Relating to Arbitration and PAGA Claims in a Post-*Viking River Cruises* World
26 (Sacramento County Bar Assoc., Nov. 2022). I was elected to the Sacramento County Bar Association
27 Labor and Employment Law Section's executive committee in 2019 and was the Chair of the executive
28 committee for 2022. I have also been a member of the Presiding Judge Civil Law Advisory Committee

1 for Sacramento County Superior Court since August 2020. My practice focuses on complex civil
2 litigation, including wage and hour class actions, PAGA claims, and Fair Labor Standards Act
3 (“FLSA”) claims. I am actively involved in most all of the complex litigation handled by our firm:

- 4 • *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- 5 • *Adams-Angway v. Placer Title Company, et al.*, Case No. SCV0040845 (Placer Sup. Ct.);
- 6 • *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- 7 • *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- 8 • *Aslam v. American Custom Private Security, Inc.*, Case No. STK-CV-UOE-2018-0012080 (San
9 Joaquin Sup. Ct.);
- 10 • *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- 11 • *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- 12 • *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac. Sup.
13 Ct.);
- 14 • *Barkhausen v. Bank of Stockton*, Case No. STK-CV-UOE-2019-17145 (San Joaquin Sup. Ct.);
- 15 • *Benak v. MDStat Urgent Care, Inc.*, Case No. 34-2015-00188181 (Sac. Sup. Ct.);
- 16 • *Bigornia v. Quest Diagnostics Clinical Laboratories, Inc., et al.*, Case No. 34-2019-00271174
17 (Sac. Sup. Ct.);
- 18 • *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup. Ct.);
- 19 • *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- 20 • *Castorena v. Flowmaster, Inc.*, Case No. CV18-2191 (Yolo Sup. Ct.);
- 21 • *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup. Ct.);
- 22 • *Carr, et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- 23 • *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-00209613
24 (Sac. Sup. Ct.);
- 25 • *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- 26 • *Cress, et al. v. Mitsubishi Chemical Carbon Fiber and Composites, Inc.*, Case No. 34-2017-
27 00222101 (Sac. Sup. Ct.);
- 28 • *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.);

- *Ferreya v. Point Digital Finance, Inc., et al.*, Case No. 20CV373776 (Santa Clara Sup. Ct.);
- *Foye v. The Golden 1 Credit Union*, Case No. 34-2018-00235003 (Sac. Sup. Ct.);
- *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- *Garcia v. Royal Plywood Company, LLC, et al.*, Case No. 34-2017-00221627 (Sac. Sup. Ct.);
- *Gomes v. Progressive Casualty Insurance Company*, Case No. 34-2018-00241979 (Sac. Sup. Ct.);
- *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- *Gonzalez v. Northcentral Pizza, LLC, et al.*, Case No. 34-2019-00252018 (Sac Sup. Ct.);
- *Gordon, et al. v. Hospice Source, LLC, et al.*, Case No. 34-2019-00250022 (Sac. Sup. Ct.);
- *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- *Hellum v. AI Protective Services, LLC, et al.*, Case No. 34-2018-00234449 (Sac. Sup. Ct.);
- *Hercules v. Maximus Services, LLC, et al.*, Case No. 34-2019-00268385 (Sac Sup. Ct.);
- *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac. Sup. Ct.);
- *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- *Insixiengmay v. Hyatt Corporation, et al.*, Case No. 2:18-cv-02993-TLN-DB (E.D. Cal.);
- *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- *McMahon v. Airco Mechanical, Inc.*, Case No. 34-2019-00259269 (Sac. Sup. Ct.);
- *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- *Nguyen v. Cardinal Health Pharmacy Services, LLC, et al.*, Case No. 2:19-cv-01939-KJM-EFB (E.D. Cal.);
- *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- *Roberts v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-00082201 (Sac Sup. Ct.);
- *Salas, et al. v. Joint Ventures, LLC, et al.*, Case No. 34-2018-00227493 (Sac. Sup. Ct.);
- *Salmon v. Ovations Fanfare, L.P., et al.*, Case No. 34-2018-00244749 (Sac. Sup. Ct.);

- *Scarano v. J.R. Putman, Inc.*, Case No. 34-2018-00244753 (Sac. Sup. Ct.);
- *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- *Sullivan v. National Response Corporation*, Case No. 34-2018-00244757 (Sac. Sup. Ct.);
- *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac. Sup. Ct.);
- *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.); and
- *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

20. The preceding list does not include those cases where, for various reasons, the case was filed as a class action and/or PAGA action, but did not maintain that status through the end of the case.

21. My partner, Galen T. Shimoda, Esq., worked with me on this matter and assisted in all aspects of the litigation of this case. Mr. Shimoda and I are some of only a handful of plaintiff attorneys located in Sacramento who handle wage and hour class actions. Mr. Shimoda attended and graduated from the University of Utah in 2000 with a B.S. in Business Management and a B.A. in Asian Studies, with a minor in Japanese language. He then attended and graduated from the University of the Pacific, McGeorge School of Law and received his J.D. degree in 2003. He graduated from McGeorge in the top 5% of his class and was a member of the Order of the Coif and Traynor Honor Society. Since graduating from McGeorge, Mr. Shimoda has authored a number of employment law articles for journals and our firm regularly publishes articles on our firm's website. Mr. Shimoda has been a regular panel speaker for the CEB (Continuing Education of the Bar) Employment Review seminars from 2014 to the present. His speaking engagements include the following: 1) Lorman Military Leave Law Speaker; 2) Restaurant Association Speaker at Annual Seminar (Los Angeles); 3) Federal Bar Association, Sacramento Chapter: 2015 Amendments to the Federal Rules of Civil Procedure (Mar. 30, 2016); 4) CEB – Employment Law Practice: 2016 Year in Review (Jan. 20, 2017); 5) CEB – Employment Law Practice: 2015 Year in Review (Jan. 22, 2016); 6) CEB – Employment Law Practice: Year in Review (2014) (Jan. 9, 2015); 7) CEB - Employment Law Practice: Year in Review (2013) (Jan. 10, 2014); 8) Sacramento County Bar Association - Class Actions from the Trenches: Real World Experiences from the Plaintiff and Defense Bar (Feb. 21, 2012); 9) Sacramento

1 Employer Advisory Council – Wage and Hour Workshop: Going Beyond the Exemption Discussion
2 (Apr. 7, 2016); 10) Sacramento Employer Advisory Council - Wage & Hour Panel and AB 1825
3 Training: Updates on California’s New Wage Laws and Manager Compliance Training (Apr. 25,
4 2017); 11) Sacramento County Bar Association, Labor and Employment Section – PAGA
5 Representative Litigation: Emerging Trends and Issues (May 17, 2016); 12) Sacramento Business
6 Journal Panel – Overtime Rules (Jun. 23, 2016); 13) Association of Defense Counsel of Norther
7 California & Nevada - Employment Law Update – Do the Math: Calculation Exposure and Damages in
8 Wage and Hour Cases (Aug. 12, 2016); 14) California Employment Lawyers Association - PAGA
9 Today and PAGA Tomorrow: Moderate-Advanced Issues In PAGA Litigation (Oct. 20, 2017); 15)
10 California Employment Lawyers Association Advanced Wage and Hour Seminar – Better Know a
11 Venue Roundup (May 17, 2019). Mr. Shimoda has been AV rated by Martindale Hubbell since 2013,
12 was recognized as a Super Lawyer (Rising Star) from approximately 2009 to 2013 and was recognized
13 as a Super Lawyer from 2014 to present.

14 22. Mr. Shimoda has practiced law in California since being admitted to the State Bar in
15 2003, litigating wage and hour class actions and individual wage and hour litigation among other cases.
16 Mr. Shimoda began practicing class action law on the defense side at the firm of Orrick, Herrington &
17 Sutcliffe LLP. He then switched to plaintiff class action work in 2005. His class action experience is
18 in wage and hour law. Mr. Shimoda has litigated several class action cases in California State and
19 Federal Courts, including up to certification, settlement, preliminary and final approval, and
20 disbursement of monies, and has been found to satisfy the adequacy requirements for class counsel.
21 Some of the class action and/or PAGA cases he is litigating and/or has litigated as lead or co-counsel
22 include the following:

- 23 • *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- 24 • *Acosta v. Acosta Sales, LLC, et al.*, Case No. 2:11-CV-01796 (C.D. Cal.);
- 25 • *Atchley v. Blaggs Food Service, LLC*, 34-2017-0215930 (Sac. Sup. Ct.);
- 26 • *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- 27 • *Arnall v. North American Merchandising Service Inc.*, Case No. 06AS01439 (Sac. Sup. Ct.);
- 28 • *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);

- *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac. Sup. Ct.);
- *Benak v. MDStat Urgent Care, Inc.*, No. 34-2015-00188181 (Sac. Sup. Ct.);
- *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup. Ct.);
- *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac. Sup. Ct.);
- *Carlos v. Abel Mendoza, Inc., et al.*, Case No. 34-2016-00195806 (Sac. Sup. Ct.);
- *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup. Ct.);
- *Carr et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-00209613 (Sac. Sup. Ct.);
- *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- *Colbert v. American Home Craft Inc.*, Case No. 05AS05012 (Sac. Sup. Ct.);
- *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.)
- *Diosdado v. Nor-Cal Venture Group, Inc., et al.*, Case No. STK-CV-UOE-2020-0008242 (San Joaquin Sup. Ct.);
- *Dugue v. Sierra Forever Families, et al.*, Case No. 34-2017-00210770 (Sac. Sup. Ct.);
- *Fadhl v. Siemens Healthcare Diagnostics, Inc., et al.*, Case No. 34-2017-00209518 (Sac. Sup. Ct.);
- *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No. 20CV01255 (Butte Sup. Ct.);
- *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- *Gerard v. Les Schwab Tires Center of California, Inc.*, Case No. 34-2007-30000003 (Sac.

- Sup. Ct.);
- *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
 - *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
 - *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
 - *Hernandez et al. v. MP Nexlevel, LLC et al*, Case No. 3 :16-cv-03015-JCS (N.D. Cal.);
 - *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac Sup. Ct.);
 - *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
 - *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
 - *James v. Language World Services, Inc., et al.*, Case No. 34-2020-00279929 (Sac. Sup. Ct.);
 - *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
 - *Koretsky v. Furniture USA, Inc.*, Case No. 34-2014-00172142 (Sac. Sup. Ct.);
 - *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
 - *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac. Sup. Ct.);
 - *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac. Sup. Ct.);
 - *Miller v. Leaders in Community Alternatives*, Case No. FCSO47249 (Solano Sup. Ct.);
 - *Pickens v. Elica Health Centers*, Case No. 34-2016-00200382 (Sac. Sup. Ct.);
 - *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
 - *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
 - *Rickwalt v. Direct Reconditioning, LLC, et al.*, Case No. 34-2015-00175642 (Sac. Sup. Ct.);
 - *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-00082201 (Sac Sup. Ct.);
 - *Rogers v. Les Scwhab Tires Center of California, Inc.*, Case No. 34-2009-00066320 (Sac. Sup. Ct.);
 - *Schechter et al. v. Isys Solutions, Inc.*, Case No. RG10550517 (Alameda Sup. Ct.);
 - *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
 - *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
 - *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac.

Sup. Ct.);

- *Valencia v. Lowbrau Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac Sup. Ct.);
- *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.);
- *Williams v. Civic Development Group*, Case No. 06AS00267 (Sac. Sup. Ct.); and
- *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

23. The preceding list of cases does not include those where, for a variety of reasons, the case was initially filed as a class and/or PAGA action, but did not maintain that status through the end of the case.

24. My associate, Renald Konini, Esq., also worked with me on this case. In May 2011, Mr. Konini graduated from Seton Hall University School of Law. Prior to moving to California, he practiced law in New Jersey. While working for my firm, Mr. Konini has worked on a variety of individual and class action cases, including those involving wage and hour claims, Private Attorney General Act claims, wrongful termination claims, discrimination claims, retaliation claims, and harassment claims. Mr. Konini passed the July 2016 California Bar Examination and started practicing as an associate at my firm from approximately April 2019 to February 2021. He rejoined my firm in September 2022. Mr. Konini has experience drafting written discovery, taking and defending depositions, calculating class-wide damages, interviewing putative class members, drafting motions and briefs on complex class action procedures, negotiating class and individual damages claims, and communicating with opposing counsel regarding these items in navigating the litigation. Mr. Konini has also worked on other class and/or PAGA wage and hour actions that my firm has filed, namely *Bertelli v. Air Products and Chemicals, Inc.*, Case No. 34-2018-00236898 (Sac. Sup. Ct.), *Carr v. Howroyd-Wright Employment Agency, Inc.*, Case No. 34-2018-00228290 (Sac. Sup. Ct.), *Gomez v. Vander Schaaf Dairy, et al.*, Case No. STK-CV-UOE-2020-0003954 (San Joaquin Sup. Ct.), *Haggins v. Kelly Services, Inc.*, Case No. 34-2017-00220473 (Sac. Sup. Ct.), *Hussaini v. Integrated Resources, Inc.*, et al, Case No. 34-2021-00297152 (Sac. Sup. Ct.), *Kee, et al. v. Dr. Jeffrey A. Saladin, Dental Corporation (D/B/A Children's Choice Pediatric Dental Care), et al.*, Case No. 34-2020-00290072 (Sac. Sup. Ct.), *Lear v. Raxium, Inc.*, Case No. 21CV004358 (Alameda Sup. Ct.), *Serrano v. Cool Time, LLC*, Case No. 34-2021-00312356 (Sac. Sup. Ct.), *Grebe v. Mary Ann's Baking Co., Inc.*, Case

No. 34-2020-00285254-CU-OE-GDS (Sac. Sup. Ct.), *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No. 20CV01255 (Butte Sup. Ct.), *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac. Sup. Ct.), *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac. Sup. Ct.), *Pek, et al v. Varris Management, Inc.*, Case No. STK-CV-UOE-2020-3954 (San Joaquin Sup. Ct.), *Valencia v. Lowbrau Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac Sup. Ct). Mr. Konini's practice largely revolves around wage and hour matters, including class and PAGA claims.

25. Class Counsel are requesting attorney's fees and costs pursuant to the common fund doctrine as we believe it to be applicable to the present case pursuant to *Serrano v. Priest*, 20 Cal.3d 25, 34-35 (1977), *Laffitte v. Robert Half Internat. Inc.*, 1 Cal.5th 480 (2016), *Paul, Johnson, Alston & Hunt v. Grauly*, 886 F.2d 268, 271 (9th Cir. 1989), and *Boeing Co. v. Van Gemert*, 444 U.S. 472, 477-478 (1980). Plaintiffs have been able to secure an identifiable benefit on behalf of Class Members and equity counsels that the cost of the representation should be born equally amongst all Class Members receiving these benefits. The settlement recovery provides a good result and is the product of substantial time and effort in analyzing the facts and law applicable to this case. As noted above, there were substantial risks in agreeing to take this complex class action case on a contingency basis with the possibility that there would be no recovery for the time and effort expended on behalf of the Class. In my experience, the attorney's fee request of one-third (1/3) of the common fund is within ranges typically approved in wage and hour class action litigation. *See, e.g., Martin v. AmeriPride Servs., Inc.*, 2011 WL 2313604, *8 (S.D. Cal. 2011) (collecting cases).

26. I believe a lodestar cross check supports awarding one-third (1/3) of the common fund for attorney's fees in this case. The total lodestar for my firm is approximately \$136,690 based on approximately 217.3 hours, which includes an estimated 10 hours of time for myself preparing for and attending the final approval hearing, ensuring compliance with the Court's order regarding distribution of all funds as outlined in the Agreement, and preparing filings for and attending any compliance hearing(s). As noted above, the attorneys from my firm who have worked on this matter include Mr. Shimoda, Mr. Konini, and myself. Mr. Shimoda has approximately 23 years of experience litigating wage and hour matters including complex wage and hour class, PAGA and FLSA matters. I have approximately 14 years of experience litigating wage and hour cases including complex wage and hour

class, PAGA and FLSA matters. Approximately 6 years of Mr. Konini's total litigation experience has been focused on wage and hour matters, including complex class and PAGA cases. I have reviewed our firm's billing records with Mr. Shimoda and Mr. Konini and have created a summary chart showing the task categories and hours worked by each billing attorney in each category. A true and correct copy of the summary chart is being filed with this Motion as Exhibit F. In reviewing the entries, I believe the hours reported are accurate. To the extent we believe it appropriate to do so in any given assignment, we attempt to assign tasks to the billing attorney with the lower rate in order to reduce costs that otherwise might inhibit the likelihood a case will resolve. Our firm uses billing software, which tracks the entries by day and time. Our billing software also records time in 1/10 of an hour increments. A summary of the entries in Exhibit F by timekeeper is as follows:

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Lodestar</u>
Galen T. Shimoda	30	\$750	\$22,500
Justin P. Rodriguez	112.1	\$700	\$78,470
Renald Konini	75.2	\$475	\$35,720
Total:	217.3	--	\$136,690

27. The total number of hours spent litigating this matter by my firm is 217.3. On July 21, 2025, the Sacramento County Superior Court approved the hourly rates requested herein in connection with a final approval of a class and PAGA settlement in the case of *Hercules, et al., v. Maximus Services, LLC, et al.*, Case No. 34-2019-00268385 (Sac Sup. Ct.) (approving Mr. Shimoda at \$750/hr, myself at \$700/hr, and Mr. Konini at \$475/hr). Awarding fees at the hourly rate in effect at the time of the fee request is an appropriate and judicially approved method. *See Missouri v. Jenkins by Agyei*, 491 U.S. 274, 283 (1989). As set forth in the Declaration of David D. Bibiyan, their firm has spent approximately 194.6 hours in the case, which equates to a total lodestar of approximately \$118,930 based on their hourly rates. In total, Class Counsel's lodestar is \$255,620 based on 411.9 hours. We have a joint prosecution agreement with Bibiyan Law Group, P.C., wherein 2/3 of any attorney fee award will be paid to Bibiyan Law Group, P.C., and 1/3 of any attorney's fee award will be paid to our

1 firm. Plaintiffs have been made aware of this fee share arrangement and have consented in writing
2 consistent with California Rule of Professional Conduct 1.5.1.

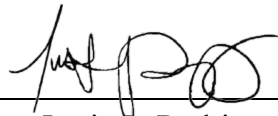
3 28. I believe the request of \$160,000 (1/3) for attorneys' fees is justified given the results
4 obtained on behalf of the class. Such an award would not require a multiplier of our lodestar. This
5 demonstrates the reasonableness of the attorney's fee request as multipliers of 2x-4x are typically
6 applied in other cases. *See Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 255 (2001)
7 ("Multipliers can range from 2 to 4 or even higher").

8 29. Although the Agreement set out a maximum of \$40,000 for potential attorney's costs,
9 the total costs incurred or that will be incurred through a compliance hearing by Class Counsel is
10 \$26,937.32 (\$10,406.97 incurred by Shimoda & Rodriguez Law, PC, and \$16,530.35 incurred by
11 Bibiyan Law Group, P.C.). A true and correct copy of my firm's itemized costs incurred prior to the
12 filing of this Motion and the expected costs incurred through the final approval and compliance
13 hearing(s) is attached to this declaration as Exhibit D. These costs were all incurred to advance the
14 interests of Class Members in this litigation and are of the kind that we would normally bill to fee
15 paying clients. The difference in the actual total costs and the maximum amount allocated under the
16 Agreement will be distributed to Class Members on a pro rata basis as outlined in the Agreement. The
17 "Affordable Legal Service fee" stated in the itemized costs is the cost of serving the summons and
18 complaint on Defendant. Affordable Legal Service is a process server company. The
19 "Administration/Copy Fee" is shorthand to describe and account for costs associated with calls,
20 scanning, copies and access to research databases beyond basic legal research. Facsimile costs are rare,
21 but can still happen, so that descriptor remains in the general description of the costs. These are all
22 items we would bill to any normal fee-paying client. Because plaintiffs in employment cases usually
23 seek out legal counsel after they have lost their job, uncertainty in the amount of costs can be a
24 significant deterrent to an individual pursuing claims. To address this, we bill a one-time cost to cover
25 these expenses for the life of the case. Examples of the research databases include state and federal
26 docket access so we can monitor whether any other cases may have been filed before or during our case
27 and the ability to ascertain prior litigation a defendant has been a part of and arguments raised therein
28 relating to the claims we intend to assert. While there are sometimes still gaps in the information

1 obtained, it is immensely useful in attempting to ensure the best possible outcome for class members.
2 This also information and documents that a Court would require payment for if we attempted to pull
3 directly from a court's online database.

4 30. A copy of the Agreement and the entire Motion was submitted to the LWDA for review
5 at the same time the Motion was submitted to the Court pursuant to California Labor Code section
6 2699(1)(2). A true and correct copy of documents demonstrating the settlement documents were
7 provided to the LWDA and that the LWDA has confirmed receipt are being filed with this Motion as
8 Exhibit E.

9
10 I declare under penalty of perjury under the laws of the State of California that the foregoing is
11 true and correct. Executed on June 22, 2026, in Elk Grove California.

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14 Justin P. Rodriguez
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Attorneys for Plaintiff ERICK HOLMBERG individually and

on behalf of similarly situated employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

KYLE NEFF and ERICK HOLMBERG,
individually, and on behalf of all others
similarly situated and aggrieved,

Plaintiffs,

v.

CASTLE TIRE DISPOSAL, LLC., a Delaware
Limited Liability Company; and DOES 1
through 100, inclusive,

Defendant.

CASE NO.: 34-2023-00336483

RELATED CASE NO.: 23CV002828

[Assigned for all purposes to Honorable Tani G.
Cantil-Sakauye in Dept 8B]

**DECLARATION OF DAVID D. BIBIYAN
IN SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

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1 published author in the Daily Journal as a contributor in the Wage and Hour and PAGA context,
2 including, on December 15, 2023, an article entitled: “PAGA: What’s Gone, What’s Left and
3 What’s Next.” I have also been a quoted source in multiple other publications, including in article
4 published by Bloomberg Law dated November 1, 2023 entitled: “Adidas, Home Depot Sued in
5 Test Cases on Job Ad Pay Transparency.”

6 9. My firm has the experience, resources, and means necessary to allow us to provide
7 adequate representation as Class Counsel to all class members in this litigation. With
8 approximately 30 attorneys, as well as supporting staff consisting of paralegals and legal
9 assistants, my office has the capacity to represent hundreds of thousands of class members, bring
10 forth efficient resolution of class actions and PAGA actions, engage in complex litigation, file
11 contested motions for class certification, and engage in trial practice.

12 10. My office has filed contested motions for class certification in the past and have
13 been appointed Class Counsel by the Superior Court of California in the past for purposes of
14 certifying a class for settlement purposes. Some examples of Actions in which I was appointed
15 Class Counsel include:

16 • *Santoyo v. Consolidated Foundries, Inc.*, Case No. BC612298, California Superior
17 Court, County of Los Angeles, Honorable Judge Ann I. Jones, presiding;

18 • *Arendorff v. Stanley Steamer International, Inc.*, Case No. BC681368, California
19 Superior Court, County of Los Angeles, Honorable Yvette M. Palazuelos, presiding;

20 • *Barreto v. Don Roberto Jewelers, Inc.*, Case No. BC495451, California Superior Court,
21 County of Los Angeles, Honorable Ann I. Jones, presiding;

22 • *Junior Amilcar Laguna Gonzalez v. Takaaki Koyama*, Case No. BC641998, Los Angeles
23 Superior Court, Honorable Elihu M. Berle, presiding;

24 • *Rios v. Nongshim America, Inc.*, Case No. CIVDS1807390, California Superior Court,
25 County of San Bernardino, Honorable David S. Cohn, presiding;

26 • *Stoddard v. Molded Fiber Glass – West*, Case No. 1517758, California Superior Court,
27 County of San Bernardino, Honorable David S. Cohn, presiding;

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1 • *Mata v. Sahara Scaffold, Inc.*, Case No. CIVDS1810785, California Superior Court,
2 County of San Bernardino, Honorable David S. Cohn, presiding;
3 • *Carrasco v. Pure Dental Solutions*, Case No. BC645995, Los Angeles Superior Court,
4 Honorable Kenneth R. Freeman, presiding;
5 • *Gonzalez v. Gochez, et al.*, Case No. BC648729, Los Angeles Superior Court, Honorable
6 Maren Nelson, presiding;
7 • *Montoya v. Superior Paving Co.*, Case No. CIVDS1833422, County of San Bernardino,
8 Honorable David S. Cohn, presiding;
9 • *Lopez v. Norred & Associates, Inc.*, Case No. CIVDS1824109, California Superior
10 Court, County of San Bernardino, David S. Cohn, presiding;
11 • *Noyola v. Lacren, LLC*, Case No. BC717024, California Superior Court, County of Los
12 Angeles, Hon. Anthony Mohr, presiding;
13 • *Luciano, et al. v. O'Tasty Foods, Inc., et al.*, Case No. BC711988, California Superior
14 Court, County of Los Angeles, Honorable Maren Nelson, presiding;
15 • *Gordon v. Hospice Source, LLC*, Case No. 34-2018-00250022-CU-OE-GDS, California
16 Superior Court, County of Sacramento, Honorable Christopher E. Krueger, presiding;
17 • *Barragan v. Refrigeration Supplies Distributor*, Case No. 19STCV09312, California
18 Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl, presiding;
19 • *Ramirez v. Acre Gourmet, Inc.*, Case No. CGC-19-575117, California Superior Court,
20 County of San Francisco, Honorable Andrew Y.S. Cheng, presiding;
21 • *Villafuerte v. Bay Alarm Company*, Case No. BC689110, California Superior Court,
22 County of Los Angeles, Honorable Amy D. Hogue, presiding;
23 • *Cazares v. Areas USA LAX, LLC*, Case No. 19STCV08209, California Superior Court,
24 County of Los Angeles, Honorable Carolyn B. Kuhl, presiding;
25 • *Magana v. Castlerock Environmental, Inc., et al.*, Case No. 19STCV38353, California
26 Superior Court, County of Los Angeles, Honorable Ann I. Jones, presiding;
27 • *Chilel v. Sushi California, Inc.*, Case No. 19STCV08209, California Superior Court,
28 County of Los Angeles, Honorable Ann I. Jones, presiding;

1 • *Malone v. Orange Courier, Inc., et al.*, Case No. 30-2016-00763474, California Superior
2 Court, County of Orange, Honorable Glenda Sanders, presiding;
3 • *Rivera v. Talamo Food Services, Inc.*, Case No. 19CV355856, California Superior Court,
4 County of Santa Clara, Honorable Patricia M. Lucas, presiding;
5 • *Olguin v. Cal Central Harvesting, Inc.*, Case No. 18CV03860, California Superior Court,
6 County of Santa Barbara, Honorable James F. Rigali, presiding;
7 • *Pence v. Sober Living by the Sea, Inc.*, Case No. 2018-00988742, California Superior
8 Court, County of Orange, Honorable Randall J. Sherman, presiding;
9 • *Franco v. Vincent Rags, Inc.*, Case No. 20STCV07768, California Superior Court,
10 County of Los Angeles, Honorable Ann I. Jones, presiding;
11 • *Cabral v. Miller Castings, Inc.*, Case No. 19STCV39556, California Superior Court,
12 County of Los Angeles, Honorable Carolyn B. Kuhl, presiding;
13 • *Bolanos v. Texas Roadhouse, Inc.*, Case No. 19STCV39556, California Superior Court,
14 County of Los Angeles, Honorable Sunshine Sykes, presiding;
15 • *Rodriguez v. Scott A. Humphreys, Inc.*, Case No. 30-2021-01184556-CU-OE-CXC,
16 California Superior Court, County of Ventura, Honorable Matthew P. Guasco, presiding; and
17 • *Torres v. Primal Pet Foods, Inc.* Case No. FCS054783, California Superior Court,
18 County of Solano, Honorable Wendy G. Getty, presiding;
19 • *Hanson v. Zapata Nuccio, Inc.*, Case No. 20STCV28951, California Superior Court,
20 County of Los Angeles, Honorable Elihu M. Berle, presiding;
21 • *Molina v. Avibank Mfg, Inc.*, Case No. 20STCV03910, California Superior Court,
22 County of Los Angeles, Honorable John P. Doyle, presiding;
23 • *Cetina v. Lawry's Restaurants, Inc.*, Case No. 19STCV05201, California Superior Court,
24 County of Los Angeles, Honorable Amy D. Hogue, presiding;
25 • *Luna v. Pronto California General Agency, LLC*, Case No. 19STCV39951, California
26 Superior Court, County of Los Angeles, Honorable Elihu M. Berle, presiding;
27 • *Alvarez v. Kazak-Mars, Inc.*, Case No. 20STCV42587, California Superior Court,
28 County of Los Angeles, Honorable Elihu M. Berle, presiding;

1 • *Noe v. My Pillow, Inc.* Case No. CIVDS 2011360, California Superior Court, County of
2 San Bernardino, Honorable David Cohn, presiding;
3 • *Nunez v. 2751 West Coast Acquisition Company*, Case No. 30-2020-01145215-CU-
4 OE-CXC, California Superior Court, County, County of Orange, Honorable Randall J. Sherman,
5 Presiding;
6 • *Smith v. McMillen Enterprises, Inc.*, Case No. CV-20-002938, California Superior Court,
7 County of Stanislaus, Honorable John R. Mayne, presiding;
8 • *Turner v. Plant Prefab Inc., et al.*, Case No. CIVDS2017517, California Superior Court,
9 County of San Bernardino, Honorable David Cohn, presiding;
10 • *Duran v. Fresh Select, LLC*, Case No. VCU284892, California Superior Court, County
11 of Tulare, Honorable Bret Hillman, presiding;
12 • *Reynoso, et al. v. Cream of the Crop AG Service, Inc.*, Case No. VCU278847, California
13 Superior Court, County of Tulare, Honorable Bret Hillman, presiding;
14 • *Michel v. Universal Waste Systems, Inc.*, Case No. 19STCV46181, California Superior
15 Court, County of Los Angeles, Honorable David S. Cunningham presiding;
16 • *Jungers v. U.S. Borax Inc., et al.*, Case No. BCV-21-10003, California Superior Court,
17 County of Kern, Honorable Bernard C. Barmann Jr. presiding;
18 • *Fortune v. Amoroso Limited Partnership, et al.*, Case No. 20STCV25874, California
19 Superior Court, County of Los Angeles, Honorable Carolyn Kuhl presiding;
20 • *Montoya, et al. v. Remo, Inc.* Case No. 20STCV34614, California Superior Court,
21 County of Los Angeles, Honorable Maren Nelson presiding;
22 • *Rincon, et al. v. New-Indy Tripaq, LLC, et al.* Case No. 20STCV17118, California
23 Superior Court, County of Los Angeles, Honorable Maren Nelson presiding;
24 • *De Leon, et al. v. Wismettac Asian Foods, Inc.* Case No. 19STCV18172, California
25 Superior Court, County of Los Angeles, Honorable Elihu M. Berle presiding;
26 • *Tapia v. Mercer Foods, Inc.* Case No. CV-21-000020, California Superior Court,
27 County of Stanislaus, Honorable Sonny S. Sandhu presiding;
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- 1 • *Molina v. Reser's Fine Foods, Inc.* Case No. 37-2021-00013052-CU-OECTL, California
2 Superior Court, County of San Diego, Honorable Eddie C. Sturgeon presiding;
- 3 • *Reyes v. Imperial Sprinkler Supply, Inc.* Case No. 30-2020-01167748-CU-OE-CXC,
4 California Superior Court, County of Los Angeles, Honorable Peter Wilson presiding;
- 5 • *Zavala, et al. v. PLS Check Cashers, Inc.* Case No. 20STCV42586, California Superior
6 Court, County of Los Angeles, Honorable Elihu M. Berle presiding;
- 7 • *Paz v. Hill Brothers Chemical Company.* Case No. 20STCV48279, California Superior
8 Court, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
- 9 • *Garcia v. Inwesco Incorporated.* Case No. 20STCV46833, California Superior Court,
10 County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
- 11 • *Guevara v. J&K Culver, LLC, et al.* Case No. 19STCV39951, California Superior Court,
12 County of Los Angeles, Honorable Elihu M. Berle presiding;
- 13 • *Hamilton v. Michael Kors Stores, Inc. et al.,* Case No. 19STCV37061, California
14 Superior Court, County of Los Angeles, Honorable Yvette M. Palazuelos presiding;
- 15 • *Arzooian v. A&M Administration, LLC, et al.* Case No. 21STCV05576, California
16 Superior Court, County of Los Angeles, Honorable Yvette M. Palazuelos presiding;
- 17 • *Santos, et al. v. Maruzen of America, Inc.,* Case No. 19STCV37662, California Superior
18 Court, County of Los Angeles, Honorable Kenneth R. Freeman presiding;
- 19 • *Schaffino v. M.O. Dion & Sons., Inc., et al.,* Case No. 20STCV38023, California Superior
20 Court, County of Los Angeles, Honorable Gail Killefer presiding;
- 21 • *Moreno v. Santa Paula Post Acute, LLC, et al.* Case No. 21STCV12533, California
22 Superior Court, County of Los Angeles, Honorable Carolyn Kuhl presiding;
- 23 • *Singer v. Desert Area Resources and Training,* Case No. BCV-21-101093, California
24 Superior Court, County of Kern, Honorable Thomas S. Clark presiding;
- 25 • *Clarizio v. Guard-Systems, Inc.,* Case No. 21STCV28667, California Superior Court,
26 County of Los Angeles, Honorable Armen Tamzarian presiding;
- 27 • *Guzman v. Freschco Painters, Inc.,* Case No. 21STCV04683, California Superior Court,
28 County of Los Angeles, Honorable Lawrence P. Riff presiding;

1 • *Koutny v. PAE Aviation and Technical Services, LLC*, Case No. 21C-0106, California
2 Superior Court, County of Kings, Honorable Melissa R. D’Morias presiding;
3 • *Rodriguez v. Pacifica Trucks, LLC*, Case No. 20STCV37576, California Superior Court,
4 County of Los Angeles, Honorable Stuart Rice presiding;
5 • *Ramos v. AEGIS Treatment Centers, LLC*, Case No. 20STCV41429, California Superior
6 Court, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
7 • *Valdez v. Integrated Building Services, Inc.* Case No. 20STCV37793, California Superior
8 Court, County of Los Angeles, Honorable Elihu M. Berle presiding;
9 • *Harris v. America One Security, Inc.* Case No. 21STCV01399, California Superior
10 Court, County of Los Angeles, Honorable Lawrence P. Riff presiding;
11 • *Moreno v. M&J Seafood Company, Inc.* Case No. 22STCV03341, California Superior
12 Court, County of Los Angeles, Honorable William F. Highberger presiding;
13 • *Corrales v. Q&B Foods, Inc.* Case No. 20STCV40885, California Superior Court,
14 County of Los Angeles, Honorable Elihu Berle presiding;
15 • *Arteaga v. Demolition Specialist, Inc.* Case No. RIC2001133, California Superior Court,
16 County of Riverside, Honorable Harold Hopp presiding;
17 • *Vigil, et al. v. Capstone Turbine Corporation*, Case No. 20STCV32123, California
18 Superior Court, County of Los Angeles, Honorable Lawrence P. Riff presiding;
19 • *Ramirez v. Sea-Win, Inc.* Case No. 21STCV22026, California Superior Court, County
20 of Los Angeles, Honorable Lawrence P. Riff presiding;
21 • *Ortega Chavez v. Winpak Lane, Inc.* Case No. CIVSB2207313, California Superior
22 Court, County of San Bernardino, Honorable Jessica Morgan presiding;
23 • *Garcia v. American Licorice Company.* Case No. RG21107049, California Superior
24 Court, County of Alameda, Honorable Brad Seligman presiding;
25 • *Madrono v. Vitale Nursing, Inc, et al.*, Case No. 21STCV09845, California Superior
26 Court, County of Los Angeles, Honorable Lawrence P. Riff presiding; and
27 • *Orellana v. Advanced Building Maintenance.* Case No. 34-2020-00286791-CU-OE-
28 GDS, California Superior Court, County of Sacramento, Honorable Jill Talley presiding.

1 • *Aguilar v. Bioness, Inc., et al.*, Case No. 21STCV41702, California Superior Court,
2 County of Los Angeles, Honorable Lawrence P. Riff presiding;
3 • *Antoine v. Pinky Beverly Hills, LLC., et al.* Case No. 19STCV44856, California
4 Superior Court, County of Los Angeles, Honorable Lawrence P. Riff presiding;
5 • *Phambui v. Fashion Marketing and Merchandising Group, Inc., et al.* Case No.
6 21STCV06634, Superior Court, County of Los Angeles, Honorable Stuart M. Rice presiding;
7 • *Ortega Chavez v. Winpak Lane, Inc., et al.* Case No. CIVSB2202274, California
8 Superior Court, County of San Bernardino, Honorable Jessica Morgan presiding;
9 • *Carrasco v O.H. Barkhordar D.D.S., Inc., et al.* Case No. 22STCV21188, California
10 Superior Court, County of Los Angeles, Honorable Lawrence Riff presiding;
11 • *Correia v. Gallo Glass Company, et al.* Case No. CV-21-006459, California Superior
12 Court, County of Stanislaus, Honorable Sonny S. Sandhu presiding;
13 • *Davis v. Beeline Import and Services, LLC, et al.* Case No. CIVSB2119287, California
14 Superior Court, County of San Bernardino, Honorable David Cohn presiding;
15 • *Angel Lopez v Innovative Coatings Technology Corporation dba Incotec, et al.* Case No.
16 30-2020-01173245-CU-OE-CXC, California Superior Court, County of Orange, Honorable Lon
17 Hurwitz presiding;
18 • *Lopez v UPM, Inc., et al.* Case No. 20STCV36695, California Superior Court, County of
19 Los Angeles, Honorable Lawrence P. Riff presiding;
20 • *Moreno v. Infiniti Group LLC., et al.* Case No. CIVSB2223551, California Superior
21 Court, County of San Bernardino, Honorable Joseph T. Ortiz presiding;
22 • *Kelley v. Applus Technologies, Inc., et al.* Case No. CIVSB2204889, California Superior
23 Court, County of San Bernardino, honorable Jessica Morgan presiding;
24 • *Hernandez v Bromley Foods, Inc., et al.* Case No. 56-2021-00561326-CU-OE-VTA,
25 California Superior Court, County of Ventura, Honorable Henr Walsh presiding;
26 • *Heredia v. Alan Smith Pool Plastering, Inc., et al.* Case No. 30-2020-01163609-CU-OE-
27 CXC, California Superior Court, County of Orange, Honorable Randall J. Sherman presiding;
28 ///

1 • *Martinez Guzman v Freshco Painters Inc., et al.* Case No. 21STCV04683, California
2 Superior Court, County of Los Angeles, Honorable Lawrence P. Riff presiding;
3 • *Gomez Mireles v. USG Ceilings Plus, LLC., et al.* Case No. 21STCV45606, California
4 Superior Court, County of Los Angeles, Honorable Elihu M. Berle presiding;
5 • *Garzon v. Mobile Hi-Tech Wheels, LLC., et al.,* Case No. 21STCV15396, California
6 Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
7 • *Dethrasavong v. ASI Computer Technologies, Inc., et al.* Case No. 20STCV32312,
8 California Superior Court, County of Contra Costa, Honorable Kenneth R. Freeman presiding;
9 • *Lopez v. Waldorf Astoria Management LLC., et al.* Case No. 20STCV17212, California
10 Superior Court, County of Los Angeles, Honorable Maren Nelson presiding;
11 • *Viveros v. Mission Produce, Inc., et al.* Case No. 20STCV15737, California Superior
12 Court, County of Los Angeles, Honorable Kenneth R. Freeman presiding;
13 • *Flores v. United Maintenance Company, Inc., et al.* Case No. 21STCV07008, California
14 Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
15 • *Blandi v. Francesca Restaurant, LLC., et al.* Case No. 37-2022-00049034-CU-OE-CTL,
16 California Superior Court, County of San Diego, Honorable Marcella O. McLaughling presiding;
17 • *Lopez Cabrera v. South Valley Almond Company, LLC, et al.* Case No. BCV-2-100722,
18 California Superior Court, County of Kern, Honorable Bernard C. Barmann, Jr. presiding;
19 • Guillermo Cruz v. Alma Family Serives, et al. Case No. 21STCV18156, California
20 Superior Court, County of Los Angeles, Honorable Elihu M. Berle presiding;
21 • *Davood v. NKSFB, LLC, et al.* Case No. 22STCV17305, California Superior Court,
22 County of Los Angeles, Honorable Christopher K. Lui presiding;
23 • *Ferrer v. Ineos USA, LLC., et al.,* Case No. 21STCV28076, California Superior Court,
24 County of Los Angeles, Honorable Elihu M. Berle presiding;
25 • *Portillo Sanchez v. Paragon Services Janitorial Orange County, LLC, et al.* Case No.
26 20STCV38562, California Superior Court, County of Los Angeles, Honorable William F.
27 Highberger presiding;
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1 • *Trigueros Garcia v. Highland Plastics, Inc., et al.*, Case No. CVRI2202836, California
2 Superior Court, County of Riverside, Honorable Harold Hopp presiding;

3 • *Magana Ramirez v. 360 Support Services, et al.* Case No. 22STCV20456, California
4 Superior Court, County of Los Angeles, Honorable Lawrence P. Riff presiding;

5 • *Morales v. Baldy's Restaurant Group, LLC., et al.* Case No. 20STCV36535, California
6 Superior Court, County of Los Angeles, Honorable Kenneth R. Freeman presiding;

7 • *Gonzales v. El Monte Rents, Inc., et al.* Case No. 21STCV10209, California Superior
8 Court, County of Los Angeles, Honorable Stuart M. Rice presiding;

9 • *Gonzalez v. Total Education Solutions, Inc., et al.* Case No. 20STCV37984, California
10 Superior Court, County of Los Angeles, Honorable Maren Nelson presiding;

11 • *Helaire v. Smithfield Packaged Meats Corp, et al.* Case No. JCCP5244, California
12 Superior Court, County of San Bernardino, Honorable Jessica Morgan presiding;*Hernandez v.*
13 *Central Valley Recovery Services, et al.* Case No. VCU290220, California Superior Court, County
14 of Tulare, Honorable Brett Hillman presiding;

15 • *Hernandez v. SC Commercial, LLC, et al.* Case No. 30-2020-01166961-CU-OE-CXC,
16 California Superior Court, County of Orange, Honorable Lon Hurwitz presiding;

17 • *Hines v. Constellis Integrated Risk Management Services, et al.* Case No.
18 20STCV26962, California Superior Court, County of Los Angeles, Honorable Christopher K. Lui
19 presiding;

20 • *Moya v. Valassis Direct Mail, Inc., et al.* Case No. 21STCV09412, California Superior
21 Court, County of Los Angeles, Honorable Stuart Rice presiding;

22 • *Jordan v. The Martin-Brower Company, LLC, et al.,* Case No. 21STCV41435, California
23 Superior Court, County of Los Angeles, honorable Stuart Rice presiding;

24 • *Juarez v. Calmet Services, Inc., et al.* Case No. 21STCV33668, California Superior
25 Court, County of Los Angeles, Honorable Kenneth R. Freeman presiding;

26 • *Mcintosh v. WWL Vehicle Services Americas Inc., et al.* Case No. 56-2022-00562544-
27 CU-OE-VTA, California Superior Court, County of Ventura, Honorable Benjamin Coats
28 presiding;

1 • *Mendoza v. Amusement Industry, Inc., et al.* Case No. 21STCV09790, California
2 Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
3 • *Moore v. Dnata US Inflight Catering LLC, et al.* Case No. CGC-20-586512, California
4 Superior Court, County of San Francisco, Honorable Curtis Karnow presiding;
5 • *Peterson v. Sorenson Engineering, Inc., et al.* Case No. CIVDS2023994, California
6 Superior Court, County of San Bernardino, Honorable David Cohn presiding;
7 • *Torres v. Laurel Avenue, LLC, et al.* Case No. CIVSB2202708, California Superior
8 Court, County of San Bernardino, Honorable David Cohn presiding;
9 • *Nunley v. Cardinal Logistics Management Corporation et al.* Case No. CIVSB2210430,
10 California Superior Court, County of San Bernardino, Honorable Joseph T. Ortiz presiding;
11 • *Pastrana v. National Sign & Marketing Corporation et al.* Case No. CIVSB2118749,
12 California Superior Court, County of San Bernardino, Honorable David Cohn presiding;
13 • *Pineda v. Grand Life, Inc., et al.* Case No. 21STCV28066, California Superior Court,
14 County of Los Angeles, Honorable Elihu M. Berle presiding;
15 • *Pattingale v. Laird Family Estate, LLC et al.* Case No. 22CV000048, California Superior
16 Court, County of Napa, Honorable Cynthia P. Smith presiding;
17 • *Ramirez v. Sea Win, Inc., et al.* Case No. 21STCV22026, California Superior Court,
18 County of Los Angeles, Honorable Lawrence P. Riff presiding;
19 • *Reategui v. Cal Building & Maintenance Industries, Inc.,* Case No. 20STCV39648,
20 California Superior Court, County of Los Angeles, Honorable William F. Highberger presiding;
21 • *Rodriguez v. ACRA Aerospace, LLC, et al.* Case No. 30-2020-01171360-CU-OE-CXC,
22 California Superior Court, County of Orange, Honorable Randall J. Sherman presiding;
23 • *Rodriguez v. Ultra Pro International LLC, et al.* Case No. 21STCV11250, California
24 Superior Court, County of Los Angeles, Honorable Elihu M. Berle presiding;
25 • *Ruiz v. Kleen Harvest, Inc., et al.* Case No. 21CV002319, California Superior Court,
26 County of Monterey, Honorable Thomas W. Wills presiding;
27 • *Roberto Ruiz v. Protech Delivery and Installation et al.* Case No. 21STCV07001,
28 California Superior Court, County of Los Angeles, Honorable Stuart M. Rice presiding;

1 • *Russell v. CIMC Reefer Trailer, Inc., et al.* Case No. RIC2001777, California Superior
2 Court, County of Riverside, Honorable Harld Hopp presiding;

3 • *Russell v. Staffmark Investment LLC, et al.* Case No. CVRI12103921, California
4 Superior Court, County of Riverside, Honorable Harold Hopp presiding;

5 • *Quintanilla et al. v. Chrome Hearts LLC, et al.* Case No. 21STCV43180, California
6 Superior Court, County of Los Angeles, Honorable Elihu B. Berle presiding;

7 • *Taat v. Acell, Inc., et al.* Case No. 37-2022-00005437-CU-OE-CTL, California Superior
8 Court, County of San Diego, Honorable Matthew C. Braner presiding;

9 • *Todd v. Motivate, LLC, et al.* Case No. CGC-23-605052, California Superior Court,
10 County of San Francisco, Honorable Anne- Christine Massullo presiding;

11 • *Turner Sr., v. The Sidewalk Café, Inc., et al.* Case No. 21STCV10154, California
12 Superior Court, County of Los Angeles, Honorable William F. Highberger presiding;

13 • *Vargas-Flores v. Harbor Bay Club, Inc., et al.* Case No. 21CV002396, California
14 Superior Court, County of Alameda, Honorable Michael Markman presiding;

15 • *Vasquez v. Liquid Technologies, Inc., et al.* Case No. CIVDS2023892, California
16 Superior Court, County of San Bernardino, Honorable Joseph Ortiz presiding;

17 • *Vasquez et al. v. Kingswood LLC, et al.,* Case No. 20STCV32123, California Superior
18 Court, County of Los Angeles, Honorable Lawrence P. Riff presiding;

19 • *Sandoval Villafana v. Satco, Inc., et al.* Case No. 21STCV17085, California Superior
20 Court, County of Los Angeles, Honorable Yvette M. Palazuelos presiding;

21 • *Williams v. Marrs Services, Inc., et al.* Case No. 21STCV23775, California Superior
22 Court, County of Los Angeles, Honorable Stuart M. Stuart presiding;

23 • *Low v. Triple Canopy, Inc., et al.* Case No. 37-2023-0007078-CU-OE-CTL, California
24 Superior Court, County of San Diego, Honorable Carolyn Caietti presiding;

25 • *Camacho v. Premium Electric Corp, et al.* Case No. 22STCV26878, California Superior
26 Court, County of Los Angeles, Honorable David S. Cunningham presiding;

27 • *Lopez v. Bachem Americas, Inc., et al.* Case No. 23STCV04258, California Superior
28 Court, County of Los Angeles, Honorable Laura Seigle presiding;

1 • *Mendoza Cendejas v. E. & J. Gallo Winery, et al.* Case No. CV-22-005396, California
2 Superior Court, County of Stanislaus, Honorable Sonny S. Sandhu presiding;

3 • *Romero v. Armstrong Installation Service, et al.* Case No. 22CV022519, California
4 Superior Court, County of Alameda, Honorable Noel Wise presiding;

5 • *Perez v. D&G Restaurants, LLC, et al.* Case No. 30-2021-01209638-CU-OE-CXC,
6 California Superior Court, County of Orange, Honorable Peter Wilson presiding;

7 • *Sarmiento, et al. v. Neil Jones Food Company* Case No. 21CECG03825, California
8 Superior Court, County of Fresno, Hon. Kristi Culver Kapetan presiding; and

9 • *Garcia v. Nature Fresh Farms, LLC, et al.* Case No. ECU001961, California Superior
10 Court, County of Imperial, Honorable Jeffery B. Jones presiding.

11 11. I have also settled matters on a “PAGA Only” basis for aggrieved employees in the
12 past, including in:

13 • *Flores v. Delta Apparel, Inc.*, Case No. BC641499, California Superior Court, County
14 of Los Angeles, Honorable Daniel J. Buckley, presiding;

15 • *Segura v. CJ Foods Service Holdings USA, LLC*, Case No. 19STCV24918, California
16 Superior Court, County of Los Angeles, Honorable Maureen Duffy-Lewis, presiding;

17 • *Sierra v. Nexem-Allied, LLC*, Case No. 20STCV11281, California Superior Court,
18 County of Los Angeles, Honorable Randolph M. Hammock, presiding;

19 • *Nodal v. Sodexo, Inc.*, Case No. 20STCV40601, California Superior Court, County of
20 Los Angeles, Honorable Lawrence Riff, presiding; and

21 • *Cooper v. Lucas Health Partners*, Case No. 20STCV20050, California Superior Court,
22 County of Los Angeles, Honorable Maren Nelson, presiding;

23 • *Herrera v. Greystar Management, LP, et al.*, Case No. 37-2020-00009672-CU-OE-CTL,
24 California Superior Court, County of San Diego, Honorable Carolyn Caietti, presiding;

25 • *Slater v. Jo-Ann Stores, LLC.*, Case No. 21STCV18454, California Superior Court,
26 County of Los Angeles, Honorable Maurice A. Leiter, presiding;

27 • *Bolanos v. Canoga Park Heating & Air Conditioning, Co., Inc.*, Case No. 21STCV12674,
28 California Superior Court, County of Los Angeles, Honorable Yolanda Orozco, presiding;

1 • *Granados v. Cosmetic Ideas, Inc.* Case No. 21STCV10797, California Superior Court,
2 County of Los Angeles, Honorable Richard L. Fruin, presiding;
3 • *Ruano v. DPC Woodwork, Inc.* Case No. 21STCV00408, California Superior Court,
4 County of Los Angeles, Honorable Jon R. Takasugi presiding;
5 • *Hardy v. Texas Roadhouse Management Corp., et al.* Case No. CIVSB2222259,
6 California Superior Court, County of San Bernardino, Honorable Jessica Morgan presiding;
7 • *Iraheta v Legacy Farmers, Inc., et al.* Case No. MSC21-00762, California Superior
8 Court, County of Los Angeles, Honorable Charles S. Treat presiding;
9 • *Landin v Central Janitors' Supply Co., Inc., et al.* Case No. CV-21-006391, California
10 Superior Court, County of Stanislaus, Honorable Sonny S. Sandhu presiding;
11 • *Bailey v. Cannon Constructors, et al.* Case No. 21STCV38274, California Superior
12 Court, County of Los Angeles, Honorable Carolyn Kuhl presiding;
13 • *Johns, et al. v. Whelan Security of California, Inc., et al.* Case No. 22STCV68687,
14 California Superior Court, County of Los Angeles, Honorable Laura Seigle presiding;
15 • *Carrion v. Clutter, Inc., et al.* Case No. 23STCV06709, California Superior Court,
16 County of Los Angeles, Honorable Kerry Bensinger presiding;
17 • *Delia v. The Irvine Company, LLC, et al.* Case No. 30-2019-01050823-CU-OE-CXC,
18 California Superior Court, County of Orange, Honorable William D. Cluster presiding;
19 • *Landin v. Central Janitor's Supply Co., Inc., et al.* Case No. CV-21-006391, California
20 Superior Court, County of Stanislaus, Honorable Sonny S. Sandhu presiding;
21 • *German Vaca et al., v. California Pizza Kitchen, Inc., et al.* Case No. 30-2022-01278828-
22 CU-OE-CXC, California Superior Court, County of Orange, Honorable Randall Sherman
23 presiding;
24 • *London Young v. Amazon.com LLC, et al.* Case No. 21STCV38280, California Superior
25 Court, County of Los Angeles, Honorable Elaine Lu presiding;
26 • *Martinez v. Dick's Sporting Goods, Inc., et al.* Case No. 22STCV17283, California
27 Superior Court, County of Los Angeles, Honorable Armen Tamzarian presiding;
28 ///

1 • *Latrice Ackles v. Brinker Restaurant Corporation, et al.* Case No. 22STCV19068,
2 California Superior Court, County of Los Angeles, Honorable Gail Killefer presiding; and

3 • *Ruiz v. Edelbrock Foundry, LLC, et al.* Case No. 20STCV19057, California Superior
4 Court, County of Los Angeles, Honorable David S. Cunningham presiding.

5 12. Furthermore, my office has succeeded in certifying classes in contested motions for
6 class certification. Some of the classes and theories we have certified include, without limitation,
7 for failure to pay the regular rate of pay; failing to pay overtime and minimum wages, including,
8 without limitation, for temperature checks; failure to provide meal and rest premiums, including,
9 without limitation, for requiring employees to walk during breaks; failure to timely pay wages
10 prior to separation of employment; wage statement violations; and unfair competition. Some
11 examples of matters in which we have done so include, without limitation:

12 • *Hernandez, et al. v. C.R. Lawrence Co., Inc.*, Case No. 20STCV32372, California
13 Superior Court, County of Los Angeles, Hon. William Highberger presiding; and

14 • *Lopez v. Rolling Hills Country Club*, Case No. 21STCV22636, California Superior
15 Court, County of Los Angeles; Hon. Carolyn B. Kuhl presiding; and

16 • *Torres v. Johnston Nurseries, FLP*, Case No. BCV-19-100830 TSC, California Superior
17 Court, County of Kern; Hon. Thomas S. Clark, presiding.

18 13. I believe that I am sufficiently experienced and qualified to evaluate the Class
19 Members' claims and viability of Defendant's defenses.

20 14. Vedang J. Patel has been a member of my law firm for over three (3) years and
21 served as class counsel on numerous actions on which I was also named class counsel. Prior to
22 working with Bibiyan Law Group, P.C., he practiced law with Murchison & Cumming, LLP on a
23 variety of matter on behalf of defendants. Thereafter, he joined Bibiyan Law Group, P.C.,
24 practicing law on behalf of plaintiffs in matters of employment law, and specifically on issue of
25 unpaid wages and class action settlements. He is currently a Partner at Bibiyan Law Group, P.C.,
26 and head of the Settlement Department. Among other tasks, he oversees and manages all
27 settlements at Bibiyan Law Group, P.C. He also oversees several attorneys, paralegals, and legal
28

1 assistants and has overseen the settlement of over one hundred (100) class and PAGA matters
2 while with our office.

3 15. I believe recovery for each Class Member is well within the acceptable range for
4 this type of action. Class Counsel and Plaintiffs were prepared to litigate the claims in this Action,
5 but they strongly and unequivocally support the proposed Settlement as being in the best interest
6 of the Settlement Class based on the circumstances referenced herein. I believe that this Settlement
7 is favorable given that the Settlement Class will receive compensation promptly rather than facing
8 uncertainties inherent in further litigation and waiting years for this Action to be tried.
9 Furthermore, I believe the Settlement Class has overwhelmingly supported the Settlement on the
10 terms set forth in the Settlement Agreement, as evidenced by the fact that zero (0) Class Members
11 opted out of the Settlement and zero (0) Class Members submitted an objection.

12 **An Award of Attorneys' Fees as Requested is Appropriate Under the Lodestar Method**

13 16. I believe Class Counsel earned the requested fee, as this case was vigorously litigated.
14 Over 194.6 hours will have been expended by Bibiyan Law Group, P.C.'s attorneys and staff to
15 date.

16 17. To summarize Class Counsel's lodestar request, Class Counsel will have collectively
17 worked approximately 194.6 hours. Class Counsel's hourly rate in this case for myself is \$1,100 per
18 hour (approx. 11.2 hours); Sarah Cohen is \$900 per hour (approx. 6.7 hours); Lizette Rodriguez is
19 \$700 per hour (approx. 24.4 hours); Michael Braud is \$450 per hour (approx. 51.3 hours); Vedang
20 J. Patel is \$800 per hour (approx. 19.2 hours); Megan R. Lazar is \$550 per hour (approx. 49.2 hours);
21 Paralegals are \$200 per hour (approx. 17.3 hours); and Legal Assistants are \$95 per hour (approx.
22 15.3 hours). At Class Counsel's hourly rates, this results in a total lodestar amount of \$118,930.00

23 18. In total, Bibiyan Law Group, P.C. and Shimoda & Rodriguez Law have collectively
24 expended 411.9 hours, and at their hourly rates, this results in a total lodestar amount of
25 \$255,620.00. Class Counsel request attorneys' fees of one-third (1/3) of the Gross Settlement
26 Amount, which amounts to \$160,000.00.

27 19. Pursuant to Business and Professions Code section 6450(c)(3), the paralegals that
28 have worked on this matter satisfy the requirements for paralegal under said code. Specifically, they

1 have a bachelor's degree and have worked for at least one year under the supervision of a California
2 licensed attorney.

3 **Class Counsel's Hours Spent on the Case**

4 20. Bibiyan Law Group, P.C. has already spent over 194 hours litigating this case to
5 date and bringing it to fruition. The hours spent in connection with this Action included:

- 6 • Investigating Defendant's corporate structure to determine whether any additional
7 individuals or entities should be named in the litigation, and researching other cases
8 filed against Defendant;
- 9 • Compliance with prerequisites in connection with Plaintiff's causes of action under
10 PAGA;
- 11 • Filing and serving of the PAGA Notice;
- 12 • Filing and serving pleadings in the Action, including the initial complaint in both the
13 instant Action and PAGA Action, as well as the First Amended Complaint filed in
14 the instant Action to add the claims asserted in the PAGA Action, and plaintiff
15 Holmberg as a named plaintiff;
- 16 • Extensive meet-and-confer discussion with eventual co-counsel regarding our
17 respective clients, case theory, and other topics necessary to joint prosecution;
- 18 • Reviewing and analyzing Defendant's Answers filed in both the instant Action and
19 PAGA Action;
- 20 • Meeting and conferring with Defendant's counsel regarding the merits of potential
21 consolidation of the Actions;
- 22 • Review and analysis of the Court's Minute Orders, attention to scheduling and
23 delegation of actions in light thereof, meeting and conferring with Defendant's
24 counsel, drafting and filing Status Conference Statements, Joint Stipulations, and
25 Joint Reports and preparation for appearance at conferences and hearings;
- 26 • Discussing the potential merits of mediation, as well as negotiating the parameters
27 thereof and the informal discovery to be exchanged beforehand, which involved
28 various iterations of written correspondence back and forth and several telephone

1 discussions between counsel regarding the potential scope of discovery, as well as
2 the scope of the pleadings;

- 3 • Working with opposing counsel and consultants for the receipt of time records,
4 payroll records, and putative class data points for all putative class members, and
5 analyzing the same with the aid of retained expert data consultants and Plaintiff to
6 perform analyses of liability and exposure;
- 7 • Selecting a mediator and scheduling a mediation date, having to coordinate among
8 various attorneys to reschedule mediation following cancellation of first;
- 9 • Preparation of mediation brief, analysis, and damages model in conjunction with
10 expert data consultants, for use at the mediation session;
- 11 • Attendance at a full-day mediation session by various attorneys;
- 12 • Extensive negotiation spanning several months regarding the terms of the
13 memorandum of understanding (“MOU”), and finalizing and fully executing the
14 MOU;
- 15 • Extensive negotiation regarding the terms of the long form agreement, and finalizing
16 and fully executing the long form agreement;
- 17 • Extensive negotiations with Defendant’s counsel spanning several months regarding
18 the parameters of the Settlement;
- 19 • Drafting and reviewing the Class Notice;
- 20 • Communicating with Plaintiff who regularly requested updates or other information
21 regarding this matter;
- 22 • Preparing the Motion for Preliminary Approval and preparation and attendance at the
23 Motion for Preliminary Approval hearing;
- 24 • Selecting a third-party administrator with counsel for Defendant for administration
25 of Class Notice to Class Members, obtaining an initial bid for settlement
26 administration and working with the administrator to mail notices in English and
27 Spanish;
- 28 • Reviewing and analyzing the Settlement Administrator’s final report; and

EXHIBIT 1



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Attorney at Law

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June 17, 2026

DATE	TYPE	PAYABLE TO	TOTAL AMOUNT	
4/6/26	E-Filing/E-Service	Steno Agency, Inc.	\$	54.95
2/3/26	E-Filing/E-Service	Steno Agency, Inc.	\$	175.95
2/2/26	E-Filing/E-Service	Steno Agency, Inc.	\$	54.95
1/16/26	E-Filing/E-Service	Steno Agency, Inc.	\$	81.95
12/19/25	E-Filing/E-Service	Steno Agency, Inc.	\$	54.95
12/18/25	E-Filing/E-Service	Steno Agency, Inc.	\$	81.95
10/27/25	E-Filing/E-Service	Steno Agency, Inc.	\$	54.95
7/21/25	E-Filing/E-Service	Steno Agency, Inc.	\$	54.95
7/2/25	E-Filing/E-Service	Steno Agency, Inc.	\$	94.95
3/3/25	E-Filing/E-Service	Steno Agency, Inc.	\$	54.95
2/6/25	Analysis	Berger Consulting Group, LLC	\$	5,085.00
5/22/24	Mediation	Gig Kyriacou Mediation	\$	500.00
3/6/24	E-Filing	All-N-One Legal Support	\$	12.45
3/5/24	E-Filing	All-N-One Legal Support	\$	12.45
1/29/24	E-Filing	OnCall-Legal	\$	137.24
11/28/23	Court Filing Fee	All-N-One Legal Support	\$	135.00
11/21/23	Mediation	Gig Kyriacou Mediation	\$	7,600.00
10/19/23	E-Filing	One Legal	\$	90.00

List of Expenses Items 2024.03.28 - 6/17/2026

8/14/23	E-Filing	All-N-One Legal Support	\$	87.50
8/3/23	E-Filing	All-N-One Legal Support	\$	93.50
8/28/23	E-Filing	One Legal	\$	92.66
7/26/23	Postage	United States Postal Service	\$	0.84
6/28/23	E-Filing	All-N-One Legal Support	\$	95.72
6/13/23	E-Filing	All-N-One Legal Support	\$	87.50
6/9/23	E-Filing	All-N-One Legal Support	\$	87.50
4/19/23	Process Service	All-N-One Legal Support	\$	93.50
3/23/23	E-Filing	DDS Legal Support	\$	1,484.95
3/16/23	Postage	United States Postal Service	\$	8.34
1/27/23	Postage	United States Postal Service	\$	8.10
Various Dates	Photocopies	(268 x \$0.2)	\$	53.60
		Total	\$	16,530.35

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Attorneys for Plaintiff ERICK HOLMBERG individually and
on behalf of similarly situated employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

KYLE NEFF and ERICK HOLMBERG,
individually, and on behalf of all others
similarly situated,

Plaintiffs,

vs.

CASTLE TIRE DISPOSAL, LLC, a Delaware
Limited Liability Company; and DOES 1
through 100, inclusive,

Defendant.

CASE NO.: 34-2023-00336483

RELATED CASE NO.: 23CV002828

*Assigned for all purposes to Hon. Lauri A. Damrell
Department 8B*

CLASS ACTION

**DECLARATION OF ERICK HOLMBERG IN
SUPPORT OF PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

Date: July 17, 2026

Time: 9:00 a.m.

Dept.: 8B

Judge: Hon. Lauri A. Damrell

Filed: March 20, 2023

FAC Filed: December 23, 2025

Trial Date: None Set

1 I, Erick Holmberg, declare:

2 1. I am a competent adult and I have personal knowledge of the facts set forth in this
3 declaration. I am making this declaration on behalf of myself, as a named plaintiff, and in support of
4 Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement.

5 2. I worked for Defendant Castle Tire Disposal, LLC ("Defendant"), from approximately
6 March 16, 2021, to June 16, 2023, as a non-exempt employee. I was subject to all of Defendant's
7 policies and practices that have been alleged as unlawful in the Complaint and the notice sent to the
8 Labor and Workforce Development Agency ("LWDA"), including the following: failure to pay
9 overtime, failure to pay minimum wages, failure to provide accurate wage statements, failure to pay
10 final wages, failure to provide meal and rest periods or pay premiums in lieu thereof, failure to provide
11 accurate wage statements, failure to pay final wages, failure to pay reimbursements for expenses, failure
12 to pay contract wages, failure to maintain accurate records, failure to pay sick leave, and untimely
13 payment of wages.

14 3. I have actively participated in the litigation of this case for the benefit of all Class
15 Members. Prior to obtaining an attorney, I contacted several law offices and researched potential
16 attorneys to bring the claims. I wanted to make sure the law firm chosen to bring the claims had
17 attorneys with experience and skill in bringing those types of claims. I also researched the typical issues
18 raised when litigating the potential claims. I wanted to make sure I could have an informed discussion
19 with an attorney about the claims and have a better idea of what to expect moving forward in litigation
20 and how to help the case proceed. After securing Shimoda & Rodriguez Law, PC, I continued to be
21 actively involved in the case to help ensure a positive outcome.

22 4. My attorneys explained to me the risks and benefits of bringing a class action and a claim
23 under the Private Attorneys General Act ("PAGA"). I understood that pursuing the case as a class and
24 PAGA action meant that it would take substantially longer than pursuing my claims individually,
25 whether in Court or with the California Labor Commissioner, and that I risked getting nothing in the
26 end, but I believed it was important to make sure that Defendant followed the law for everyone. I
27 undertook a professional and financial risk in pursuing the case as a class and PAGA action because my
28 name would be on a publicly available document showing that I had sued a former employer at a time

1 when I was unemployed and searching for a new job and, if unsuccessful in bringing the claims, I would
2 be obligated to pay Defendant's costs incurred over the course of this complex litigation. My
3 understanding is that this is a substantial risk because the costs associated with litigation, in general, are
4 very high and this cost is multiplied many times over in complex litigation like class actions.

5 5. During the course of this litigation, I have given detailed accounts of all the facts related
6 to my employment. I provided my attorneys with extensive documentation that I believe supported the
7 claims brought against Defendant. I met with and assisted my attorneys in understanding these
8 documents and providing context for Defendant's payroll process as it applied to me and how I believed
9 it applied to Defendant's other employees within the class. I worked there for a considerable period of
10 time, so I was able to discuss the similarities of the wage and hour policies and practices among all Class
11 Members.

12 6. The work I performed for this case included an extensive review of documents and
13 payroll practices to show and explain to my attorneys what was happening and why I thought it was
14 unlawful. For example, I explained to my attorneys my job duties and responsibilities, the type of tasks
15 and work performed in a typical day and any circumstances that would cause relevant differences to my
16 daily work that affected the class claims. We reviewed payroll and personnel file documents to see
17 whether and how any of the documents corroborated the validity of the claims and listed potential
18 witnesses related to any issues raised by the documents. Additionally, I also explained the job duties of
19 other Class Members, the type of tasks and work performed, how the wage and hour issues affected
20 Class Members, typical schedules and staffing for the types of jobs, how Defendants' timekeeping
21 system worked, the different types and layouts of work areas, and Defendant's employee handbook and
22 stand alone wage and hour policies affecting Class Members. I also reviewed and explained to my
23 attorney's the different pay code itemizations on the paystubs, and what earnings they represented.
24 Moreover, I provided texts and emails to my attorneys that help give context to claims. This addressed
25 all the claims alleged and we continued to discuss and review these items throughout the case as more
26 information was provided by Defendant. The review became even more detailed when reviewing and
27 discussing the payroll data sample that was produced as part of informal discovery for mediation. I also
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1 spent a substantial amount of time working to identify potential witnesses and speaking to others who
2 could be interviewed by my attorneys and provide declarations.

3 7. I participated in the negotiations and settlement discussions in this case, including
4 participating in mediation by phone, speaking with my attorneys to answer questions, provide any
5 additional information needed to assist the negotiations, and discussing the potential terms of the
6 Agreement to evaluate its adequacy. Throughout the course of this litigation I have asked questions
7 when I needed clarification about various aspects of this case to make sure steps were continually taken
8 to advance the interests of Class Members. I have reviewed the final Joint Stipulation of Class Action
9 and PAGA Settlement and Release, discussed the terms with my attorneys, and asked my attorneys any
10 questions I had. I believe the terms of the Settlement and allocations are fair and reasonable given the
11 facts of the case.

12 8. To date, I estimate that I have spent approximately 87-107 hours assisting my attorneys
13 in litigating this case. Also, I have spoken to five (5) Class Members who reached out to me after the
14 preliminary approval of the Settlement regarding the Settlement and the process for receiving payment.

15 9. I believe I have experienced several substantial burdens as a result of filing this lawsuit
16 that other Class Members were not subject to. As noted above, I took on the professional risk of
17 lengthening my unemployment after working for Defendant because future employers were able to see,
18 from publicly available documents, that I sued my former employer. Additionally, I undertook the risk
19 of having to pay Defendant's litigation costs if the Court or jury ruled against us on the claims. I have
20 spent a substantial amount of time in this case, securing a monetary benefit for many individuals who
21 have not had to do anything whatsoever to have the opportunity to receive it. After I eventually secured
22 another job, the time I have spent on this case has had to occur during my lunch and/or break times, after
23 hours, and on my days off. Rather than spend this time with friends and family, I have spent this time
24 for the benefit of Class Members. I experienced anxiety and stress due to the litigation in this case. I
25 believe awarding the full Enhancement Payment is warranted given the time I have spent on the case
26 and the benefit secured for Class Members and the LWDA, and the risks and burdens I have experienced
27 as a result of this litigation.

10. I understand that any Enhancement Payment I may receive is for my participation as a Class Representative and it is not contingent on my support or approval of the Agreement.

11. I have no interest in the designated *cypres* beneficiaries, Capital Pro Bono, Inc., and the Center for Workers' Rights, whether financial, in their governance, or otherwise.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on June 22, 2026, in Redding, California.

Эвекта. хаути

Erick Holmberg II (Jun 22, 2026 09:10:15 PDT)

Erick Holmberg

1 **BIBIYAN LAW GROUP, P.C.**

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5 Los Angeles, CA 90024

6 Tel: (310) 438-5555; Fax: (310) 300-1705

7 Attorneys for Plaintiff, KYLE NEFF, on behalf of himself
and all others similarly situated and aggrieved

8
9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF SACRAMENTO**

12 KYLE NEFF and ERICK HOLMBERG,
individually, and on behalf of all others
13 similarly situated and aggrieved,

14 Plaintiffs,

15 v.

16 CASTLE TIRE DISPOSAL, LLC., a Delaware
Limited Liability Company; and DOES 1
17 through 100, inclusive,

18 Defendant.
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Case No.: 34-2023-00336483

Related Case No.: 23CV002828

[Assigned for all purposes to Honorable Tani G.
Cantil-Sakauye in Dept 8B]

**DECLARATION OF KYLE NEFF IN
SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

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DECLARATION OF KYLE NEFF

1. I am a party to this action and reside in the State of California. I am fully competent to make this declaration. I have personal knowledge of the facts set forth herein, except for those stated on information and belief, and as to those I am informed and believe them to be true. If called upon to testify, I could and would testify as set forth herein.
2. I make this Declaration in support of Plaintiffs’ Motion for Final Approval of Class and Representative Action Settlement.
3. I was employed by Castle Tire Disposal, LLC (“Defendant”) as a non-exempt employee, with duties that included, but were not limited to, operating a forklift to move tires from October of 2020, through February 23, 2024.
4. Throughout my employment with Defendant, I am informed and believe that I and other non-exempt employees of Defendant were not paid all wages owed because we were not paid for all time under Defendant’s control, or for which we were suffered or permitted to work by Defendant. In addition, I am informed and believe we were not paid all overtime hours worked at the overtime rate of pay owed due to, without limitation, failure to record all time worked and failure to pay for off-the-clock work.
5. During my employment with Defendant, I took meal periods that were after the fifth hour, short or not duty-free. I witnessed other non-exempt, hourly-paid employees with my job duties often taking meal periods that were after the fifth hour, short or not duty-free, as well.
6. I do not recall receiving any premium pay for the full, timely and uninterrupted meal periods I was not provided an opportunity to take and am informed and believe that my coworkers were not provided premium pay for not being provided with the opportunity to take full, timely and uninterrupted meal periods, either.
7. I do not believe I was provided with opportunities to take full, uninterrupted 10-minute rest periods while working with Defendant and am informed and believe my coworkers were often not provided with such an opportunity, either.
8. I do not recall receiving any premium pay for the full rest breaks I was not provided an opportunity to take and am informed and believe that my coworkers were not provided

1 premium pay for not being provided with the opportunity to take full, uninterrupted 10-minute
2 rest periods, either.

3 9. Before and during the course of litigation, I was actively involved in assisting my
4 attorneys to support the wage and hour claims asserted. My involvement began before the initial
5 complaint was filed wherein, I provided first-hand knowledge and documentation as to
6 Defendant's practices, its ownership and corporate structure, and its wage and hour policies and
7 practices.

8 10. Part of the information I relayed was with regard to Defendant's timekeeping policies
9 and practices and their meal and rest period policies and practices.

10 11. I provided them with all the documentation provided to me by Defendant during my
11 employment.

12 12. I assisted in reviewing time and payroll records with my attorneys and informed them
13 of Defendant's employment policies and whether those policies matched Defendant's practices.

14 13. My attorneys called me several times throughout the litigation to ask me questions
15 and I contacted my attorneys several times to stay updated on the case and offer my assistance on
16 any matters I could be helpful with. I was also available for mediation by telephone, during which
17 I was available to be called to answer the questions posed by the mediators regarding the asserted
18 claims, as well as arguments raised by Defendant. In addition, I worked with my attorneys over
19 the next several months after mediation to understand and execute a long form settlement
20 agreement.

21 14. Over the past few months since the matter has been resolved, I have stayed in touch
22 with my attorneys to ensure that there was no undue delay in payment for other class members for
23 whom I brought this Action.

24 15. I believe that, through the present, I have spent at least 25 hours in connection with
25 this matter, which included time spent having preliminary calls with my attorneys; doing an intake
26 with my attorneys; time spent searching for documents relating to my employment; time spent
27 reading and understanding the Settlement Agreement; time spent answering calls to discuss
28 Defendant's timekeeping, pay, meal and rest periods, and to review time and payroll records; time

1 spent discussing with my attorneys' Defendant's policies and practices; time spent on-call at
2 mediation; and time spent checking in on the status of the case, among other things. I also spent
3 time preparing this declaration to support Plaintiffs' Motion for Final Approval of Class and
4 Representative Action Settlement.

5 16. I feel that by bringing this lawsuit, I could stand up for not only my rights but the
6 rights of other employees who suffered from the same unfair wage practices. I felt that current
7 employees might not want to share their experiences with Defendant since they feared losing their
8 jobs. This is certainly understandable as I, too, have to provide for myself and others.

9 17. By bringing this lawsuit, I have put the interests of the class ahead of my own.

10 18. I understood that I could possibly earn a small enhancement if this case resolved
11 favorably. I also knew that I could face retaliation from Defendant and backlash from former
12 coworkers who are loyal to Defendant. I have also had to provide a general release of claims to
13 Defendant as part of the settlement. My understanding, in addition, is that if I brought this case
14 individually, I may have earned more compensation individually and on a much quicker timeline
15 than the timeline to resolve this Action.

16 19. My goal in bringing this lawsuit was to obtain a recovery on behalf of the class,
17 and, even more importantly, to put an end to what I believe are illegal practices on the part of
18 Defendant. I believe I have achieved both through this lawsuit and settlement.

19 20. I have no interest in or conflict with the *cy pres* recipients, Capital Pro Bono, Inc.
20 and Center for Workers' Rights.

21 I declare under penalty of perjury under the laws of the State of California that the
22 foregoing is true and correct this 12 day of June 2026, at Sacramento,
23 California.

24
25 

26 KYLE NEFF
27
28

1 **BIBIYAN LAW GROUP, P.C.**

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7 on behalf of himself and all others similarly situated and aggrieved

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11 Telephone: (916) 525-0716

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12 Attorneys for Plaintiff ERICK HOLMBERG individually and
13 on behalf of similarly situated employees

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **FOR THE COUNTY OF SACRAMENTO**

16 KYLE NEFF and ERICK HOLMBERG,
17 individually and on behalf of all others
similarly situated,

18 Plaintiffs,

19 vs.

20 CASTLE TIRE DISPOSAL, LLC, a
21 Delaware Limited Liability Company; and
DOES 1 through 100, inclusive,

22 Defendant.

CASE NO.: 34-2023-00336483

RELATED CASE NO.: 23CV002828

*Assigned for all purposes to Hon. Lauri A. Damrell
Department 8B*

CLASS ACTION

**DECLARATION OF LLUVIA ISLAS ON
BEHALF OF PHOENIX SETTLEMENT
ADMINISTRATORS IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA SETTLEMENT**

Date: July 17, 2026

Time: 9:00 a.m.

Dept.: 8B

Judge: Hon. Lauri A. Damrell

Filed: March 20, 2023

FAC Filed: December 23, 2025

Trial Date: None Set

DECLARATION OF LLUVIA ISLAS

I, Lluvia Islas, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Settlement Administrator for *Kyle Neff, et al., v. Castle Tire Disposal LLC*. I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties. Pursuant to the Joint Stipulation Regarding Class Action and PAGA Settlement and Release (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for: (i) preparing, translating, printing, and mailing the *Notice of Proposed Class Action and PAGA Settlement, and Hearing Date for Final Court Approval of Settlement* (“Notice of Settlement”); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from March 20, 2019 to February 15, 2024 (“Class Period”) and the number of workweeks that each PAGA Member worked during the time period from March 16, 2022 to February 15, 2024 (“PAGA Release Period”); (iv) determining the validity of letters indicating a request to opt-out of the Class Settlement, written objections to the Class Settlement (“Objections”), and/or dispute regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Amounts to Class Members; (vi) calculating and issuing the Individual Settlement Amounts and distributing them to Participating Class Members and PAGA Members; (vii) issuing the payment to Class Counsel for attorneys’ fees and costs, the Enhancement Payments to both Plaintiffs, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On February 20, 2026, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Last 4 digits of Social Security numbers, dates of employment, workweeks, and PAGA Pay periods for each Class Member (“Class Data”) during the Class Period. The final mailing list contained one hundred ninety-five (195) individuals identified as Class Members who worked 8,610 weeks during the Class Period.

1 4. On February 24, 2026, Phoenix conducted a National Change of Address (“NCOA”)
2 search in an attempt to update the class list of addresses as accurately as possible. A search of this
3 database provides updated addresses for any individual who has moved in the previous four (4) years and
4 notified the U.S. Postal Service of their change of address.

5 5. Defense Counsel advised Phoenix that all Class Members did not have their full
6 Social Security Numbers provided, and that Defendant could not obtain this information. Pursuant
7 to the Court’s March 12, 2026, Order, an IRS Form W-9 and a revised Notice of Settlement informing
8 Class Members and PAGA Members that the W-9 needed to be filled out in order to receive a full
9 payment was mailed to Class Members. The form also instructed them to complete and mail back
10 the IRS Form W-9 to Phoenix to receive their settlement payments.

11 6. On March 27, 2026, Phoenix mailed the Notice of Settlement via U.S. first class mail, in
12 English and Spanish, to all one hundred ninety-five (195) Class Members on the Class List. A true and
13 correct copy of the mailed Notice is attached hereto as **Exhibit A**.

14 7. As of the date of this declaration, twenty-seven (27) Notice of Settlement mailings have
15 been returned to Phoenix. None were returned with a forwarding address. For the twenty-seven (27)
16 Notice of Settlement mailings returned from the Post Office without a forwarding address, Phoenix
17 attempted to locate a current mailing address using TransUnion TLOxp, one of the most comprehensive
18 address databases available for skip tracing. Of the twenty-seven (27) that were skip traced, eighteen (18)
19 updated addresses were obtained and the Notice of Settlement was promptly re-mailed to those Class
20 Members via first class mail.

21 8. As of the date of this declaration, nine (9) Notice of Settlement mailings remain
22 undeliverable, specifically, nine (9) are undeliverable since an updated address could not be obtained via
23 skip trace.

24 9. As of the date of this declaration, Phoenix has received zero (0) requests to opt-out from
25 Class Members. The deadline to opt-out from the Class Settlement was May 26, 2026.

26 10. As of the date of this declaration, Phoenix has received zero (0) Objections from Class
27 Members. The deadline for objecting to the Class Settlement was May 26, 2026.
28

11. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes from Class Members. The deadline for submitting a dispute was May 26, 2026.

12. As of the date of this declaration, Phoenix has received thirty-nine (39) completed W-9 Forms from Class Members.

13. There are one hundred ninety-five (195) Class Members who did not submit timely and valid requests to opt-out and are therefore deemed Participating Class Members, representing 100% of the Class Members.

14. The Net Settlement Amount of \$244,812.68, available to pay Settlement Class Members was determined by subtracting the requested Class Counsel attorneys' fees (\$160,000.00), and Class Counsel costs (\$26,937.32), requested Enhancement Payments to both Plaintiffs Kyle Neff and Erick Holmberg (\$10,000.00 each, \$20,000.00 total), the PAGA Payment (\$20,000.00), and the requested Settlement Administration Costs (\$8,250.00) from the Gross Settlement Amount (\$480,000.00).

15. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Amount to be paid is approximately \$6,084.78, while the average Individual Settlement Amount to be paid is approximately \$1,255.45. Participating Class Members who filled out and returned the IRS Form W-9 will be issued their full Individual Settlement Amount subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Amount.

16. Additionally, \$20,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Payment"), of which 75%, or \$15,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or \$5,000.00, of which shall be paid to all current and former hourly non-exempt individuals who are or were employed by Defendant during the PAGA Period. There are one hundred thirty-eight (138) PAGA Members who worked a total of two thousand three hundred sixty-nine (2,369) workweeks during the PAGA Period. Approximately thirty-one (31) Aggrieved Employees filled out the IRS Form W-9. The highest individual payment to PAGA Members is approximately \$92.87, while the average payment to PAGA Members is approximately \$36.23.

17. For Participating Class Members and/or PAGA Employees who did not fill out the IRS Form W-9, up to \$1,999.99 of their Individual Settlement Amounts attributable to penalties and interest,

1 *i.e.* 1099 income, will be paid. This is the maximum amount that can be paid without having their social
2 security number in order to properly report the payments to the IRS. To the extent those individuals fill
3 out and turn in the W-9 Form during the check cashing period, we will be able to issue the remaining
4 payment of their Individual Settlement Amounts, if any. If no further W-9 Forms are submitted during
5 the check cashing period, then the highest Individual Settlement Amount to be paid for Participating
6 Class Members is approximately \$6,084.78, and the average Individual Settlement Amount to be paid is
7 \$937.68.

8 18. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes due
9 separately and apart from the Gross Settlement Amount.

10 19. Phoenix's costs associated with the administration of this matter are \$8,250.00. This
11 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
12 distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

13
14 I declare under penalty of perjury of the laws of the State of California that the foregoing is true
15 and correct.

16 Executed on June 18, 2026, at Orange, California.

17
18 

19 _____
20 LLUVIA ISLAS
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Exhibit A

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF SACRAMENTO

KYLE NEFF and ERICK HOLMBERG, individually and
on behalf of all other similarly situated employees,

Plaintiff,

vs.

CASTLE TIRE DISPOSAL, LLC, a Delaware Limited
Liability Company; and DOES 1 to 100, inclusive,

Defendant.

Case No. 34-2023-00336483

**NOTICE OF PROPOSED CLASS ACTION AND
PAGA SETTLEMENT, AND HEARING DATE FOR
FINAL COURT APPROVAL OF SETTLEMENT**

ATTENTION: All current and former non-exempt employees employed by Defendant in California at any time during the period from March 20, 2019, through February 15, 2024 (the “Class Members”).

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE IN OR OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

You are receiving this notice pursuant to an order from the Sacramento Superior Court (“Court”) granting Plaintiffs’ motion for preliminary approval of a Joint Stipulation Regarding Class Action and PAGA Settlement and Release (“Agreement” or “Settlement”) as fair, reasonable, and adequate. The Settlement was entered into between Plaintiffs Erick Holmberg and Kyle Neff (“Plaintiffs” or “Class Representatives”), and Defendant Castle Tire Disposal, LLC (“Defendant”) on behalf of Class Members as defined above. The terms of the Settlement are outlined herein. You are receiving this notice because Defendant’s records indicate you fall within the definition of “Class Member.” Defendant’s records also indicate that you worked «total_weeks» weeks during the applicable Class Release Period, which is March 20, 2019, through February 15, 2024, which means your total share of the settlement proceeds is estimated to be \$«esa_before_paga». Your actual share of the settlement proceeds will vary depending on the total number of Class Members that choose to participate and the resolution of any workweek disputes as described in this notice.

The terms of the Agreement and a description of the case are identified in this notice. Pursuant to the Court’s order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

I. BACKGROUND OF THE CASE

A class action lawsuit was filed by Plaintiff Neff in Sacramento County Superior Court, Case No. 34-2023-00336483, on March 20, 2023, on behalf of himself and Class Members (“Neff Class Action”). Plaintiff Neff filed a separate lawsuit alleging a single cause of action under the Private Attorney’s General Act (“PAGA”) on June 6, 2023, in Sacramento County Superior Court, Case No. 23CV002828 (“Neff PAGA Action”). Plaintiff Holmberg filed a class action lawsuit in San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006565, on June 27, 2023, on behalf of himself and similarly situated employees (“Holmberg Class Action”). An amended complaint was filed in the Holmberg Class Action to include a claim under the PAGA for violations of the California Labor Code on October 24, 2023. The Neff Class Action, Neff PAGA Action, and Holmberg Class Action are collectively referred to as the “Actions.” On December 23, 2025, Plaintiff Neff filed a First Amended Complaint in the Neff Class Action consolidating the parties, claims, causes of action, and allegations from the Actions into a single proceeding, Sacramento County Superior Court Case No. 34-2023-00336483.

In this litigation, Plaintiffs sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of themselves, Class Members, and PAGA Members. Plaintiffs alleged that Defendant violated California law by 1) failing to pay overtime wages, 2) failing to pay minimum wages, 3) failing to provide meal periods, 4) failing to provide rest periods, 5) failing to provide accurate wage statements, 6) failing to pay final wages, 7) failing to reimburse expenses, 8) failing to maintain accurate records, 9) failing to pay all wages owed, 10) failing to provide paid sick leave, 11) untimely payment of wages, and 12) failing to pay for vested vacation time. Plaintiffs alleged these violations also caused derivative liability for unfair competition, and civil penalties under the PAGA. Defendant has denied all of Plaintiffs’ allegations. The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties have participated in a full day mediation facilitated by a neutral third party. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide settlement. By settling, the Parties will avoid

the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Agreement, Defendant continues to deny all allegations and claims. Defendant has entered into this Settlement to fully, finally, and forever resolve this Action, based on the terms set forth in the Agreement, in order to avoid the burden and expense associated with ongoing litigation.

The Agreement applies to any and all Class Members, as defined above. The Agreement also applies to PAGA Members, which are defined as all current and former non-exempt employees employed by Defendant in California at any time during the period from March 16, 2022, through February 15, 2024. If you are a Class Member, you have the opportunity to participate in the Settlement, or to exclude yourself (“opt out”) from the Settlement and this notice is to advise Class Members of how to do so. As set forth below, PAGA Members cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims regardless of whether they opt out of being a Class Member. PAGA Members will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Agreement, Defendant has agreed to pay a total sum of Four Hundred Eighty Thousand Dollars (\$480,000) (“Gross Settlement Amount”). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorney’s fees not to exceed one-third (1/3) of the Gross Settlement Amount, attorney’s costs not to exceed \$40,000, Settlement Administrator Costs estimated not to exceed \$8,250, an Enhancement Payment to the Class Representatives’ not to exceed \$10,000 each, and \$20,000 for alleged PAGA penalties (the “PAGA Payment”), which will result in a “Net Settlement Amount” for distribution to all Class Members. Any employer side taxes attributable to payments allocated as wages will be paid by Defendant in addition to the Gross Settlement Amount. As explained further below, the amount of each Class Member’s share of the Net Settlement Amount will depend on the number of weeks worked by Participating Class Members during the Class Release Period. Of the \$20,000 allocated to resolving the PAGA claims, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency and 25% of the PAGA Payment will be divided among PAGA Members.

The number of weeks you worked during the Class Release Period and your estimated total share of the Net Settlement Amount and PAGA Payment (“Individual Settlement Amount”) is stated on the first page of this notice. The actual amount received may be more or less than the amount stated depending on the actual number of weeks worked by Participating Class Members (*i.e.*, those who do not opt out of the Settlement), the resolution of any disputes regarding workweeks, and on the distributions finally approved and allocated by the Court. However, whether Class Members opt out will have no effect on PAGA Members’ allocations for the PAGA claim.

B. Individual Settlement Amounts and Allocation Between Class Members and PAGA Members

Defendant will pay Individual Settlement Amounts through the Settlement Administrator, as described below, to each Participating Class Member and to PAGA Members. All Individual Settlement Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that the amount payable to eligible Class Members from the Net Settlement Amount will be allocated and paid as 80% for disputed interest, statutory penalties, and other non-wage damages for which an IRS Forms 1099-MISC and 1099-INT will issue and 20% for disputed wages for which IRS Forms W-2 will issue. The PAGA Payment to PAGA Members will be paid as 100% for civil penalties.

Due to Defendant ceasing operations in February 2024, it is no longer in possession of your social security number information, which is necessary to properly process and report taxes associated with any payments made to you under the Settlement. Therefore, **payment to Participating Class Members and PAGA Members will require you to fill out and submit the enclosed IRS W-9 Form back to the Settlement Administrator.** Each Participating Class Member’s share will be determined by dividing their total weeks worked within the Class Release Period by the total weeks worked by all Participating Class Members within the Class Release Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member’s individual share of the Net Settlement Amount. Each PAGA Member’s share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Release Period by the total weeks worked by all PAGA Members within the PAGA Release Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the PAGA Member’s individual share. The PAGA Release Period is defined as March 16, 2022, through February 15, 2024. Defendant’s records indicate that you worked «PAGA_Pay_Periods» weeks during the applicable PAGA Release Period, which means your share of the PAGA Payment is estimated to be \$«paga_amount». This amount is included in your estimated Individual Settlement Amount stated on the first page of this notice, not in addition to it. If you fill out and submit the enclosed IRS W-9 Form, you will still receive your share of the PAGA Payment even if you opt out of being a Class Member. Receipt of the Individual Settlement Amounts will not entitle any Class Member or PAGA Member to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendant’s Records and Resolution of Workweek Disputes

For each Class Member, the amount payable will be calculated by the Settlement Administrator from Defendant’s records.

Defendant's records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator. Defendant's records and any additional evidence will be reviewed by the Settlement Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member. If a Class Member disputes the accuracy of Defendant's records, all supporting documents evidencing additional workweeks must be submitted by the Class Member. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than May 26, 2026. The dispute will be resolved by the Settlement Administrator based on the records and evidence provided.

D. Release of Claims

For those Class Members who do not opt out and PAGA Members, the Agreement contains the following releases:

Class members who do not opt out will be deemed to have released the "Released Class Claims," which include all claims made in the Operative Complaint in the Action or all claims that reasonably could have been alleged based on the factual allegations contained in the Operative Complaint, including but not limited to all of the following claims for relief: (1) Failure to Pay Overtime Wages, (2) Failure to Pay Minimum Wages, (3) Failure to Provide Meal Periods, (4) Failure to Provide Rest Periods, (5) Failing to Pay Final Wages, (6) Wage Statement Violations, (7) Failure to Timely Pay Wages, (8) Failure to Indemnify, (9) Violation of Labor Code § 227.3, and (10) Unfair Competition. The period of the Released Class Claims shall extend to the limits of the Class Release Period. This release excludes the release of claims not permitted by law. The Released Class Claims exclude claims for workers' compensation or unemployment insurance benefits. This release will cover all Class Members who do not opt out.

PAGA Members will be deemed to have released the "Released PAGA Claims," which include all claims made in the notices Plaintiffs filed with the LWDA alleging PAGA claims or all claims that reasonably could have been alleged based on the factual allegations contained in the notices Plaintiffs filed with the LWDA. The period of the Released PAGA Claims shall extend to the limits of the PAGA Release Period. PAGA Members cannot opt out of this waiver of claims.

The individuals released ("Released Parties") include Defendant, as well as any related entities, and their directors, officers, members, and investors.

Class Members and/or PAGA Members can talk to one of the lawyers appointed as Class Counsel (listed below) for free or talk to their own lawyer if they have questions about the released claims and what they mean.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Participating in the Settlement as a Class Member

If you wish to be a Participating Class Member and believe your workweek information is accurate, **you will still need to fill out and submit the enclosed IRS W-9 Form back to the Settlement Administrator in order to receive payment.** If final approval of the Settlement is granted and you have submitted the IRS W-9 Form back to the Settlement Administrator, payment will be automatically made to you consistent with the terms of the Agreement and Court Order. If you wish to dispute the workweek calculation, you may follow the procedures outlined in Section II.C above. California law protects Class Members from retaliation based on their decision to participate in the Settlement. **The IRS W-9 Form must be completed and mailed back to the Settlement Administrator by May 26, 2026 via First Class U.S. Mail, or the equivalent, to:**

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

B. Excluding Yourself from the Settlement as a Class Member

The Court will exclude you from being a Class Member if you request this by May 26, 2026. If you do not wish to be bound by the Settlement as a Class Member, you may request to be excluded (*i.e.*, "opt out") by submitting a timely written request to the Settlement Administrator. The request to opt-out must (a) state your full name and date of birth; (b) a statement that you do not want to be a Class Member, do not want to participate in the Settlement, and/or wants to be excluded from this Settlement; (c) identify the case name and number (*i.e.* *Neff v. Castle Tire Disposal LLC et al*, 34-2023-00336483); (d) be signed; and (e) be post-marked no later than May 26, 2026. The request to opt out must be mailed by First Class U.S. Mail, or the equivalent, to the address identified in Section III.A.

If you submit a request to opt out which is not postmarked by May 26, 2026, your request to opt out will be rejected, and you will be bound by the release and all other terms of the Agreement. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request to opt out. Any Class Member who submits a complete and timely request to opt out shall, upon receipt by the Settlement Administrator, no longer be a Class Member and not receive their share of the Net Settlement Amount. PAGA Members cannot opt out of this Agreement and will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member so long as they have filled out the IRS Form W-9.

C. **Objection to Settlement**

If you do not opt out of the Settlement, you can object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. You can ask the Court to deny approval by submitting an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. You may submit a written objection, which should (a) state your full name and date of birth; (b) provide evidence that you are, in fact, a Class Member; (c) state the reasons for the objection(s), including supporting documentation; (d) identify the case name and number (*i.e. Neff v. Castle Tire Disposal LLC et al*, 34-2023-00336483); (e) be signed; and (f) be post-marked no later than May 26, 2026. Written objections must be sent to the Settlement Administrator at the address identified in Section III.A.

Additionally, or in the alternative to sending a written objection to the Settlement Administrator, you may appear at the final approval hearing to state your objection. Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through an attorney. If you appear through your own attorney, you are responsible for paying that attorney.

IV. **EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS**

If the Court grants final approval of the Settlement, the Court will make and enter judgment consistent therewith. A notice of entry of judgment will be filed with the Court and available online at <https://prod-portal-sacramento-ca.journaltech.com/public-portal/>. The judgment, whether favorable or not, will bind all Class Members who do not request exclusion. After final approval, each and every Class Member who does not opt out of the Settlement and PAGA Member, will release Defendant and the Released Parties from the Released Class Claims and the Released PAGA Claims described above. In other words, if you were employed as a Class Member by Defendant in California during the Class Release Period, and you do not exclude yourself from the Settlement, you will be deemed to have entered into these releases and to have released the above-described claims. In addition, you will be barred from ever suing Defendant and the Released Parties with respect to the claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. **FINAL SETTLEMENT APPROVAL HEARING**

The Court will hold a hearing in Department 8B, 500 G Street, Sacramento, California 95814 on July 17, 2026, at 9:00 a.m. to determine whether the Agreement should be finally approved as fair, reasonable and adequate. To join by Zoom: <https://saccourt-ca.gov.zoomgov.com/my/sscdept22>. To join by phone: (833) 568-8864 / ID 16184738886. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, the Settlement Administrator Costs, and the Class Representatives' Enhancement Payment. The hearing may be continued without further notice. It is not necessary for you to appear at this hearing.

VI. **ADDITIONAL INFORMATION**

You may access the Complaint, Class Counsel's motion for preliminary approval, the Agreement, and any other documents required by the Court at <https://prod-portal-sacramento-ca.journaltech.com/public-portal/>. You can also contact Class Counsel or Defendant's Counsel as follows:

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733
On behalf of Plaintiff

David D. Bibiyan
Vedang J. Patel
Megan R. Lazar
Bibiyan Law Group, PC
1460 Westwood Blvd.
Los Angeles, CA 90024
Telephone: (310) 438-5555
Fax: (310) 300-1705
On behalf of Plaintiff

Nisha Verma
Hannah R. Green
Dorsey & Whitney LLP
600 Anton Boulevard
Costa Mesa, CA 92626
Tel: (714) 800-1400
Fax: (714) 800-1499
On behalf of Defendant

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL 1-800-523-5773.

BY ORDER OF THE COURT

IRS W-9 FORM

The Settlement Administrator does not have your Taxpayer Identification Number (“TIN”), which is typically your Social Security Number. If you wish to participate in the Settlement and receive an Individual Settlement Payment, **please fill out this form to provide your TIN for income tax reporting purposes and return it to the Settlement Administrator on or before May 26, 2026, to the following address:**

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

Taxpayer Identification Number Certification - Substitute IRS Form W-9

Enter your Social Security Number (SSN):

SSN ____ - ____ - ____

Check the appropriate box: ☐ Individual/Sole Proprietor. Other ☐ _____

Print name as shown on your income tax return:

Under penalties of perjury, I certify that:

1. The taxpayer identification number shown on this form is my correct taxpayer identification number; and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person; and
4. The FATCA code entered on this form (if any) indicating that the payee is exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. Item 4 does not apply.

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature: _____

TRIBUNAL SUPERIOR DE CALIFORNIA
DEL CONDADO DE SACRAMENTO

KYLE NEFF y ERICK HOLMBERG, a título individual y en
nombre de todos los demás empleados en situación similar,

Demandantes,

Contra

CASTLE TIRE DISPOSAL, LLC, una sociedad de responsabilidad
limitada de Delaware; y Asociados, ambos inclusive,

Demandados.

N.º de caso 34-2023-00336483

**NOTIFICACIÓN DE LA PROPUESTA DE DEMANDA
COLECTIVA Y ACUERDO PAGA, Y FECHA DE LA
AUDIENCIA DE APROBACIÓN DEFINITIVA DEL
ACUERDO POR PARTE DEL TRIBUNAL**

ATENCIÓN: Todos los empleados actuales y antiguos no exentos empleados por el Demandado en California en cualquier momento durante el período comprendido entre el 20 de marzo de 2019 y el 15 de febrero de 2024. (los “miembros de la Demanda colectiva”).

LEA ATENTAMENTE ESTE AVISO. ESTE AVISO SE REFIERE A UN ACUERDO PROPUESTO DE LITIGIO COLECTIVO Y AL POSIBLE DESEMBOLSO DE FONDOS DEL ACUERDO A USTED. SI USTED ES MIEMBRO DE LA CLASE, ESTE AVISO CONTIENE INFORMACIÓN IMPORTANTE SOBRE SU DERECHO A PARTICIPAR O A EXCLUIRSE DEL ACUERDO DE CONFORMIDAD CON LOS PROCEDIMIENTOS QUE SE DESCRIBEN A CONTINUACIÓN.

Usted recibe este aviso en cumplimiento de una orden del Tribunal Superior de Sacramento (“Tribunal”) que concede la moción de los Demandantes para la aprobación preliminar de una estipulación conjunta relativa a la Demanda colectiva y el Acuerdo y exención de responsabilidad PAGA (“Acuerdo” o “Acuerdo”) como justa, razonable y adecuada. El Acuerdo se celebró entre los Demandantes Erick Holmberg y Kyle Neff (“Demandantes” o “Representantes de la Clase”) y el Demandado Castle Tire Disposal, LLC (“Demandado”) en nombre de los miembros de la Clase, tal y como se define anteriormente. Los términos del Acuerdo se describen en el presente documento. Usted recibe este aviso porque los registros del Demandado indican que usted entra dentro de la definición de “miembro de la Clase”. Los registros del Demandado también indican que trabajó «total_weeks» semanas durante el periodo de exención del Acuerdo Colectivo aplicable, que es del 20 de marzo de 2019 al 15 de febrero de 2024, lo que significa que su parte total de los ingresos del Acuerdo se estima en \$«esa_before_paga». Su parte real de los ingresos del Acuerdo variará en función del número total de miembros de la Clase que decidan participar y de la resolución de cualquier disputa sobre las Semanas Laborales, tal y como se describe en esta notificación.

Los términos del Acuerdo y una descripción del caso se identifican en este aviso. De conformidad con la orden del tribunal, SE LE NOTIFICA LO SIGUIENTE:

I. ANTECEDENTES DEL CASO

El Demandante Neff presentó una Demanda colectiva ante el Tribunal Superior del Condado de Sacramento, con el número de caso 34-2023-00336483, el 20 de marzo de 2023, en nombre propio y de los miembros de la Clase (“Demanda colectiva Neff”). El Demandante Neff presentó una Demanda separada alegando una única causa de acción en virtud de la Ley General de Abogados Privados (“PAGA”) el 6 de junio de 2023 en el Tribunal Superior del Condado de Sacramento, con el número de caso 23CV002828 (“Demanda PAGA de Neff”). El Demandante Holmberg presentó una Demanda colectiva en el Tribunal Superior del Condado de San Joaquín, caso n.º STK-CV-UOE-2023-0006565, el 27 de junio de 2023, en nombre propio y en el de los empleados que se encontraban en una situación similar (“Demanda colectiva de Holmberg”). El 24 de octubre de 2023 se presentó una Demanda modificada en la Demanda colectiva *Holmberg* para incluir una reclamación en virtud de la Ley PAGA por violaciones del Código Laboral de California. La Demanda colectiva *Neff*, la Demanda PAGA de *Neff* y la Demanda colectiva *Holmberg* se denominan colectivamente las “Acciones”. El 23 de diciembre de 2025, el Demandante Neff presentó una primera Demanda modificada en la Demanda colectiva *Neff*, en la que se consolidaban las partes, las reclamaciones, las causas de la acción y las alegaciones de las Acciones en un único procedimiento, el caso n.º 34-2023-00336483 del Tribunal Superior del Condado de Sacramento.

En este litigio, los Demandantes solicitaron obtener los salarios impagados, intereses, sanciones legales, sanciones civiles, honorarios y costas en nombre propio, de los miembros de la Clase y de los miembros PAGA. Los Demandantes alegaron que el Demandado infringió la legislación de California al 1) no pagar las horas extras, 2) no pagar el salario mínimo, 3) no proporcionar períodos de comida, 4) no proporcionar períodos de descanso, 5) no proporcionar nóminas precisas, 6) no pagar los salarios finales, 7) no reembolsar los gastos, 8) no mantener registros precisos, 9) no pagar todos los salarios adeudados, 10) no proporcionar bajas por enfermedad remuneradas, 11) pagar los salarios fuera de plazo y 12) no pagar las vacaciones acumuladas. Los Demandantes alegaron que estas infracciones también causaron responsabilidad derivada por competencia desleal y sanciones civiles en virtud de la Ley PAGA. El Demandado ha negado todas las alegaciones de los Demandantes. La Demanda ha sido objeto de un litigio activo. Se han llevado a cabo investigaciones continuas y se ha producido un intercambio exhaustivo de documentación e información. Además, las partes han participado en una mediación de un día completo facilitada por un tercero neutral. Sobre la base de las negociaciones y de todos los hechos y circunstancias conocidos, incluidos los diversos riesgos e incertidumbres relacionados con las acciones legales, las partes

llegaron a un Acuerdo colectivo. Al llegar a un Acuerdo, las partes evitarán los riesgos asociados a un largo proceso judicial. A pesar de aceptar y apoyar el Acuerdo, el Demandado sigue negando todas las acusaciones y reclamaciones. El Demandado ha celebrado este Acuerdo para resolver de forma completa, definitiva y para siempre esta Demanda, basándose en los términos establecidos en el Acuerdo, con el fin de evitar la carga y los gastos asociados al litigio en curso.

El Acuerdo se aplica a todos y cada uno de los Miembros de la Clase, tal y como se definen anteriormente. El Acuerdo también se aplica a los Miembros de PAGA, que se definen como todos los empleados actuales y antiguos no exentos contratados por el Demandado en California en cualquier momento durante el periodo comprendido entre el 16 de marzo de 2022 y el 15 de febrero de 2024. Si es miembro de la Clase, tiene la oportunidad de participar en el Acuerdo o de excluirse (“optar por no participar”) del mismo, y el presente aviso tiene por objeto informar a los miembros de la Clase sobre cómo hacerlo. Tal y como se establece a continuación, los miembros de PAGA no pueden excluirse de este Acuerdo en lo que se refiere al pago de PAGA o a las Reclamaciones Exoneradas, independientemente de si se excluyen de ser miembros de la Clase. Los miembros de PAGA recibirán su parte del pago de PAGA independientemente de si se excluyen de ser miembros de la Clase.

II. RESUMEN DEL ACUERDO PROPUESTO

A. Importe del Acuerdo

Según los términos del Acuerdo, el Demandado ha acordado pagar una suma total de cuatrocientos ochenta mil dólares (\$480,000) (“Importe bruto del Acuerdo”). De este importe bruto del Acuerdo se deducirán las sumas aprobadas por el tribunal en concepto de honorarios de abogados, que no excederán un tercio (1/3) del importe bruto del Acuerdo, los gastos de abogados, que no excederán los \$40,000, los gastos del administrador del Acuerdo, que se estiman en un máximo de \$8,250, un pago adicional a los representantes de la Clase, que no superará los \$10,000 cada uno, y \$20,000 por las supuestas sanciones PAGA (el “Pago PAGA”), lo que dará como resultado un “importe neto del Acuerdo” para su distribución entre todos los miembros de la Clase. Cualquier impuesto patronal atribuible a los pagos asignados como salarios será pagado por el Demandado además del importe bruto del Acuerdo. Como se explica más adelante, el importe de la parte que le corresponde a cada miembro de la Clase del importe neto del Acuerdo dependerá del número de semanas trabajadas por los Miembros Participantes de la Clase durante el período de exención de la Clase. De los \$20,000 asignados a la resolución de las reclamaciones PAGA, el 75 % del pago PAGA se abonará a la Agencia de Desarrollo Laboral y de la Fuerza Laboral del Estado de California y el 25 % del pago PAGA se repartirá entre los miembros PAGA.

El número de semanas que trabajó durante el Período de Liberación de la Clase y su parte total estimada del Importe Neto del Acuerdo y del Pago PAGA (“Importe Individual del Acuerdo”) se indican en la primera página de este aviso. El importe real recibido puede ser superior o inferior al importe indicado, dependiendo del número real de semanas laborales trabajadas por los Miembros Participantes de la Clase (*es decir*, aquellos que no se excluyen del Acuerdo), la resolución de cualquier disputa relacionada con las Semanas Laborales y las distribuciones finalmente aprobadas y asignadas por el tribunal. Sin embargo, el hecho de que los miembros de la Clase se excluyan no tendrá ningún efecto en las asignaciones de los miembros de PAGA para la reclamación de PAGA.

B. Importes individuales del Acuerdo y asignación entre los miembros de la Clase y los miembros de PAGA

El Demandado pagará los importes individuales del Acuerdo a través del administrador del Acuerdo, tal y como se describe a continuación, a cada Miembro Participante de la Clase y a los miembros de PAGA. Todos los importes individuales del Acuerdo estarán sujetos a los impuestos correspondientes. Las partes han acordado, basándose en las alegaciones de la Demanda, que el importe pagadero a los miembros de la Clase que reúnan los requisitos a partir del importe neto del Acuerdo se asignará y pagará de la siguiente manera: 80 % para los intereses en litigio, las sanciones legales y otros daños no salariales para los que se emitirán los formularios 1099-MISC y 1099-INT del IRS y 20 % para los salarios en litigio para los que se emitirán los formularios W-2 del IRS. El pago PAGA a los miembros PAGA se abonará al 100 % en concepto de sanciones civiles.

Debido a que el Demandado cesó sus operaciones en febrero de 2024, ya no posee la información de su número de seguro social, que es necesaria para procesar y declarar correctamente los impuestos asociados con cualquier pago que se le haya realizado en virtud del Acuerdo. Por lo tanto, para recibir el pago de los Miembros Participantes de la Clase y los Miembros de PAGA, deberá completar y enviar el Formulario W-9 del IRS adjunto al Administrador del Acuerdo. La parte que le corresponde a cada miembro participante de la Clase se determinará dividiendo el total de semanas trabajadas dentro del periodo de liberación de la Clase por el total de semanas trabajadas por todos los miembros participantes de la Clase dentro del periodo de liberación de la Clase. Esa fracción se multiplicará entonces por el importe neto del Acuerdo para obtener la parte individual que le corresponde a cada miembro de la Clase del importe neto del Acuerdo. La parte de cada miembro de PAGA del 25 % del pago de PAGA se determinará dividiendo el total de semanas trabajadas dentro del periodo de exención de PAGA entre el total de semanas trabajadas por todos los miembros de PAGA dentro del periodo de exención de PAGA. Esa fracción se multiplicará entonces por el 25 % del pago de PAGA para obtener la parte individual del miembro de PAGA. El periodo de liberación de PAGA se define como el comprendido entre el 16 de marzo de 2022 y el 15 de febrero de 2024. Los registros del Demandado indican que usted trabajó «PAGA_Pay_Periods» semanas durante el periodo de liberación de PAGA aplicable, lo que significa que su parte del Pago PAGA Individual se estima en \$«paga_amount». Esta cantidad se incluye en el importe estimado de su Acuerdo individual que figura en la primera página de este aviso, no se suma a él. Si completa y envía el formulario W-9 del IRS adjunto, usted seguirá recibiendo su parte del Pago PAGA Individual incluso si decide no participar como miembro de la Clase. La recepción de los importes de la liquidación individual no dará derecho a ningún miembro de la Clase o miembro de PAGA a compensaciones o beneficios adicionales en virtud de ningún plan o Acuerdo de compensación, jubilación o beneficios vigentes durante el periodo cubierto por la liquidación.

C. Los cálculos se basarán en los registros del Demandado y en la resolución de las disputas sobre las Semanas Laborales

Para cada miembro de la Clase, el administrador del Acuerdo calculará el importe a pagar a partir de los registros del Demandado. Se presumirá que los registros del Demandado son correctos a menos que se proporcione al administrador del Acuerdo pruebas de lo contrario. Los registros del Demandado y cualquier prueba adicional serán revisados por el administrador del Acuerdo en caso de disputa sobre el número de Semanas Laborales trabajadas por un miembro individual de la Clase. Si un miembro de la Clase disputa la exactitud de los registros del Demandado, deberá presentar todos los documentos que acrediten las Semanas Laborales adicionales. La disputa debe (a) identificar la naturaleza de la disputa; (b) proporcionar cualquier información o documentación que respalde la disputa; (c) estar firmada; y (d) tener un matasello con fecha no posterior al 26 de mayo de 2026. La disputa será resuelta por el Administrador del Acuerdo basándose en los registros y las pruebas proporcionadas.

D. Reclamaciones Exoneradas

Para aquellos Miembros de la Clase que no se excluyan y los Miembros de PAGA, el Acuerdo contiene las siguientes exenciones:

Los miembros del grupo que no opten por no participar se considerarán que han renunciado a las "Reclamaciones del Grupo Renunciadas", que incluyen todas las reclamaciones presentadas en la Demanda Operativa en la Acción o todas las reclamaciones que razonablemente podrían haberse alegado con base en las alegaciones de hecho contenidas en la Demanda Operativa, incluyendo, entre otras, todas las siguientes reclamaciones de reparación: (1) Falta de pago de horas extras, (2) Falta de pago del salario mínimo, (3) Falta de provisión de períodos de comida, (4) Falta de provisión de períodos de descanso, (5) Falta de pago de salarios finales, (6) Violaciones de la declaración de salarios, (7) Falta de pago oportuno de salarios, (8) Falta de indemnización, (9) Violación del Código Laboral § 227.3, y (10) Competencia desleal. El período de las Reclamaciones del Grupo Renunciadas se extenderá hasta los límites del Período de Renuncia del Grupo. Esta renuncia excluye la renuncia a reclamaciones no permitidas por la ley. Las Reclamaciones del Grupo Renunciadas excluyen las reclamaciones de compensación laboral o beneficios de seguro de desempleo. Esta publicación abarcará a todos los miembros de la clase que no opten por no participar.

Se considerará que los miembros de PAGA han renunciado a las "Reclamaciones PAGA Liberadas", que incluyen todas las reclamaciones presentadas en las notificaciones que los demandantes interpusieron ante la LWDA alegando reclamaciones PAGA, o todas las reclamaciones que razonablemente podrían haberse alegado con base en las alegaciones de hecho contenidas en dichas notificaciones. El período de vigencia de las Reclamaciones PAGA Liberadas se extenderá hasta los límites del Período de Liberación de PAGA. Los miembros de PAGA no pueden optar por no participar en esta renuncia a las reclamaciones.

Las personas eximidas de responsabilidad ("Partes Eximidas") incluyen al Demandado, así como a cualquier entidad relacionada, y a sus directores, funcionarios, miembros e inversionistas.

Los miembros de la Demanda colectiva y/o los miembros de PAGA pueden hablar con uno de los abogados designados como abogados de la Demanda colectiva (que se enumeran a continuación) de forma gratuita o hablar con su propio abogado si tienen preguntas sobre las Reclamaciones Exoneradas y lo que significan.

III. CUÁLES SON SUS DERECHOS COMO MIEMBRO DE LA CLASE

A. Participar en el Acuerdo como miembro de la Clase

Si desea ser un miembro participante de la Clase y cree que la información sobre su semana laboral es correcta aún deberá completar y enviar el formulario W-9 del IRS adjunto al administrador del acuerdo para recibir el pago. Si se otorga la aprobación final del acuerdo y usted ha enviado el formulario W-9 del IRS al administrador del acuerdo, se realizará el pago automáticamente de Acuerdo con los términos del Acuerdo y la orden judicial. Si desea disputar el cálculo de la semana laboral, puede seguir los procedimientos descritos en la sección II.C anterior. La ley de California protege a los miembros de la Clase de represalias basadas en su decisión de participar en el Acuerdo de conciliación. El formulario W-9 del IRS debe completarse y enviarse por correo al administrador del acuerdo antes del 26 de mayo de 2026 por correo postal de primera clase de EE. UU., o su equivalente, a:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

B. Excluirse del Acuerdo como miembro de la Clase

El Tribunal le excluirá de ser miembro de la Clase si lo solicita antes del 26 de mayo de 2026. Si no desea quedar vinculado por el Acuerdo como miembro de la Clase, puede solicitar su exclusión (*es decir*, "optar por no participar") enviando una solicitud por escrito al administrador del Acuerdo dentro del plazo establecido. La solicitud de exclusión debe (a) indicar su nombre completo y fecha de nacimiento; (b) una declaración de que no desea ser miembro de la Clase, no desea participar en el Acuerdo y/o desea ser excluido de este Acuerdo; (c) identificar el nombre y el número del caso (*es decir*, *Neff v. Castle Tire Disposal LLC et al*, 34-2023-00336483); (d) estar firmada; y (e) tener un matasello con fecha no posterior al 26 de mayo de 2026. La solicitud de exclusión voluntaria debe enviarse por correo postal de primera Clase de EE. UU., o su equivalente, a la dirección identificada en la Sección III.A.

Si envía una solicitud de exclusión que no tenga un matasello anterior al 26 de mayo de 2026, su solicitud de exclusión será rechazada y quedará vinculado por la exención y todos los demás términos del Acuerdo. No utilice una máquina franqueadora, ya que es posible que no aparezca el matasello en el sobre que contiene su solicitud de exclusión. Cualquier miembro de la Clase que envíe

FORMULARIO W-9 DEL IRS

El administrador del acuerdo no dispone de su número de identificación fiscal (TIN), que generalmente es su número de seguro social. Si desea participar en el acuerdo y recibir un pago individual, **complete este formulario para proporcionar su TIN para fines de declaración de impuestos y envíelo al administrador del acuerdo antes del 26 de mayo de 2026 a la siguiente dirección:**

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

Certificación del número de identificación fiscal - Formulario sustitutivo del IRS W-9

Introduzca su número de la Seguridad Social (SSN):

SSN: ____ - ____ - _____

Marque la casilla correspondiente: ☐ Persona física/Empresario individual. ☐ Otro

Escriba su nombre tal y como aparece en su declaración de impuestos:

Bajo pena de perjurio, certifico que:

1. El número de identificación fiscal que figura en este formulario es mi número de identificación fiscal correcto; y
2. No estoy sujeto a retención adicional porque: (a) estoy exento de retención adicional, o (b) el Servicio de Impuestos Internos (IRS) no me ha notificado que estoy sujeto a retención adicional como resultado de no haber declarado todos los intereses o dividendos, o (c) el IRS me ha notificado que ya no estoy sujeto a retención adicional; y
3. Soy ciudadano u otra persona estadounidense; y
4. El código FATCA introducido en este formulario (si lo hay) que indica que el beneficiario está exento de la declaración FATCA es correcto.

Instrucciones para la certificación. Debe tachar el punto 2 anterior si el IRS le ha notificado que actualmente está sujeto a retención adicional por no haber declarado todos los intereses y dividendos en su declaración de impuestos. El punto 4 no es aplicable.

El IRS no requiere su consentimiento para ninguna disposición de este documento, salvo las certificaciones necesarias para evitar la retención de impuestos.

Firma:

Exhibit B



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CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	195
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	195
Subtotal Admin Only	\$8,439.58

Not-to-Exceed Total	\$8,250.00
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June 10, 2026

Case: Neff v. Castle, Invoice

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	3	\$375.00
Programming Database & Setup	\$125.00	3	\$375.00
Toll Free Setup*	\$114.44	1	\$114.44
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$100.00	2	\$200.00
Total			\$1,096.44

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Reporting

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	3	\$375.00
Data Merge & Duplication Scrub	\$0.25	195	\$48.75
Notice Packet & Opt-Out Form	\$1.25	195	\$243.75
Estimated Postage (up to 2 oz.)*	\$0.76	195	\$148.20
Static Website	\$250.00	1	\$250.00
Language Translation	\$1,000.00	1	\$1,000.00
Total			\$2,065.70

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



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CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	2	\$110.00
Skip Tracing Undeliverables	\$2.50	39	\$97.50
Remail Notice Packets	\$1.25	39	\$48.75
Estimated Postage	\$0.76	39	\$29.64
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$385.89

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	3	\$375.00
Non Opt-Out Processing	\$125.00	1	\$125.00
Case Associate	\$55.00	2	\$110.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	2	\$170.00
Total			\$810.00

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

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	3	\$375.00
Disbursement Review	\$125.00	2	\$250.00
Programming Manager	\$95.00	1	\$95.00
QSF Bank Account & EIN	\$100.00	2	\$200.00
Check Run Setup & Printing	\$125.00	3	\$375.00
Mail Class Checks *	\$1.25	195	\$243.75
Estimated Postage	\$0.74	195	\$144.30
Total			\$1,683.05

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



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	3	\$375.00
Remail Undeliverable Checks (Postage Included)	\$1.50	39	\$58.50
Case Associate	\$55.00	3	\$165.00
Reconcile Uncashed Checks	\$75.00	2	\$150.00
Conclusion Reports	\$100.00	2	\$200.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	2	\$230.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,050.00	1	\$1,050.00
Total			\$2,398.50

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

Total: \$8,439.58

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on behalf of himself and all others similarly situated and aggrieved

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Attorneys for Plaintiff ERICK HOLMBERG individually and
on behalf of similarly situated employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

KYLE NEFF and ERICK HOLMBERG,
individually, and on behalf of all others
similarly situated,

Plaintiffs,

vs.

CASTLE TIRE DISPOSAL, LLC, a Delaware
Limited Liability Company; and DOES 1
through 100, inclusive,

Defendant.

CASE NO.: 34-2023-00336483

RELATED CASE NO.: 23CV002828

*Assigned for all purposes to Hon. Lauri A. Damrell
Department 8B*

CLASS ACTION

**EXHIBIT LIST AND EXHIBITS IN
SUPPORT OF PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

Date: July 17, 2026

Time: 9:00 a.m.

Dept.: 8B

Judge: Hon. Lauri A. Damrell

Filed: March 20, 2023

FAC Filed: December 23, 2025

Trial Date: None Set

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
A	Joint Stipulation Regarding Class Action and PAGA Settlement and Release
B	Plaintiff's Operative Complaint
C	Plaintiffs' Letters to the LWDA Regarding PAGA Claims
D	Shimoda & Rodriguez Law PC's, Itemized Costs
E	Proof of Submission Proposed Settlement Agreement to LWDA
F	Shimoda & Rodriguez Law, PC's, Attorney Hours Summary Chart

Dated: June 22, 2026

Shimoda & Rodriguez Law, PC

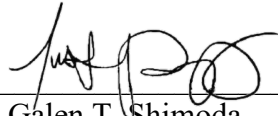
By: 
 Galen T. Shimoda
 Justin P. Rodriguez
 Renald Konini
 Attorneys for Plaintiff

EXHIBIT A

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6 individually and on behalf of similarly situated employees

7 [additional counsel continued on next page]

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Hannah R. Green (SBN 340010)
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10 Costa Mesa, CA 92626
Tel: (714) 800-1400
11 Fax: (714) 800-1499

12 Attorneys for CASTLE TIRE DISPOSAL, LLC

13
14 KYLE NEFF and ERICK HOLMBERG,
individually and on behalf of all other similarly
15 situated employees,

16 Plaintiff,

17 vs.

18 CASTLE TIRE DISPOSAL, LLC, a Delaware
Limited Liability Company; and DOES 1 to
19 100, inclusive,

20 Defendant.
21
22
23
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25
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27
28

**JOINT STIPULATION REGARDING CLASS
ACTION AND PAGA SETTLEMENT AND
RELEASE**

1 David D. Bibiyan (SBN 287811)
2 Vedang J. Patel (SBN 328647)
3 Megan R. Lazar (SBN 315007)

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1460 Westwood Blvd.
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Tel: (310) 438-5555
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5 Attorneys for Plaintiff KYLE NEFF
6 individually and on behalf of similarly situated employees

1 This Joint Stipulation Regarding Class Action and PAGA Settlement and Release is made and
2 entered into between the Plaintiffs Erick Holmberg and Kyle Neff, on behalf of themselves, the Labor and
3 Workforce Development Agency, Class Members, and PAGA Members, and Defendant Castle Tire
4 Disposal, LLC. This Agreement is subject to the terms and conditions set forth below and the approval of
5 the Court.

6 **1. DEFINITIONS**

7 The following terms, when used in this Agreement, have the following meanings:

8 1.1 “Actions” means and includes *Kyle Neff v. Castle Tire Disposal LLC*, Sacramento County
9 Superior Court Case No. 34-2023-00336483 (“*Neff Class Action*”), filed March 20, 2023; *Kyle Neff v.*
10 *Castle Tire Disposal LLC*, Sacramento County Superior Court Case No. 23CV002828 (“*Neff PAGA*
11 *Action*”), filed June 6, 2023; and *Erick Holmberg vs. Castle Tire Disposal, LLC*, San Joaquin County
12 Superior Court, Case No. STK-CV-UOE-2023-0006565, (“*Holmberg Action*”), filed June 27, 2023.

13 1.2 “Agreement” or “Settlement” or “Settlement Agreement” means this Joint Stipulation
14 Regarding Class Action and PAGA Settlement and Release.

15 1.3 “Class Counsel” means Shimoda & Rodriguez Law, PC and Bibiyan Law Group, P.C.

16 1.4 “Class Member(s)” means all current and former non-exempt employees employed by
17 Defendant in California at any time during the period from March 20, 2019, through February 15, 2024.

18 1.5 “Class Release Period” means March 20, 2019, through February 15, 2024.

19 1.6 “Class Representatives” means Erick Holmberg and Kyle Neff.

20 1.7 “Class Representatives’ Released Claims” means any and all claims of any nature, known
21 or unknown, contingent or accrued, against all Released Parties, whether in tort, contract, or equity,
22 including, but not limited to, the Released Claims, and any claims arising out of or relating to any work
23 performed by Plaintiffs and/or Plaintiffs’ engagement to perform any work. This includes waiving and
24 relinquishing any and all rights and benefits that Plaintiffs may have under the law of any other state or
25 jurisdiction, or common law principle, to the same or similar effect, concerning the claims released herein.
26 Notwithstanding the foregoing or the statement of released claims in Section 6.1-6.3, Plaintiff Erick
27 Holmberg is not waiving his individual, non-wage and hour claim asserted in the *Holmberg Action* (*i.e.*
28

retaliation/Violation of Labor Code Section 1102.5) as that claim is being resolved and waived through a separate individual agreement.

1.8 “Court” means the Sacramento County Superior Court.

1.9 “Defendant” means Castle Tire Disposal, LLC.

1.10 “Defendant’s Counsel” means Dorsey & Whitney LLP.

1.11 “Enhancement Payment” means the amount approved by the Court to be paid to the Class Representatives in recognition of the time and effort expended on behalf of Class Members for the benefit of Class Members, which is in addition to any Individual Settlement Amount paid to the Class Representatives as a Participating Class Member.

1.12 “Effective Date” means the Final Approval Date unless there is a timely objection lodged that has not later been withdrawn, in which case the Effective Date will be either (a) the 60th calendar day after a signed order approving this settlement has been filed provided no appellate proceeding has been filed; or (b) seventh (7th) calendar day after any appellate proceeding opposing the settlement has been finally dismissed with no material change to the terms of this settlement and there is no right to pursue further remedies or relief, whichever is later.

1.13 “Final Approval Date” means the date a signed order granting final approval of this Agreement is filed with the Court.

1.14 “Gross Settlement Amount” is the sum of Four Hundred Eighty Thousand Dollars (\$480,000).

1.15 “Individual Settlement Amount” means an individual Class Member’s and PAGA Members’ allocation of the Net Settlement Amount and PAGA Payment respectively, as defined in Sections 1.17, 1.23, 5.5, and 5.8.

1.16 “LWDA” means the California Labor and Workforce Development Agency.

1.17 “Net Settlement Amount” is the portion of the Gross Settlement Amount available for distribution to Class Members, as described in this Agreement, after deduction of Class Counsel’s attorney’s fees and litigation costs, Settlement Administrator Costs, the PAGA Payment, and Enhancement Payment to the Class Representatives.

1 1.18 “Notice of Settlement” means the document substantially in the form attached hereto as
2 Exhibit 1.

3 1.19 “Notice Period” means sixty (60) calendar days from the initial mailing of the Notice of
4 Settlement to Class Members and PAGA Members.

5 1.20 “Operative Complaint” means the proposed First Amended Complaint to be filed in the
6 *Neff* Class Action, attached hereto as Exhibit 2.

7 1.21 “PAGA” means Private Attorneys General Act.

8 1.22 “PAGA Members” means all current and former non-exempt employees employed by
9 Defendant in California at any time during the period from March 16, 2022, through February 15, 2024.

10 1.23 “PAGA Payment” means the amount allocated from the Gross Settlement Amount towards
11 resolving claims under the Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.*

12 1.24 “PAGA Release Period” means March 16, 2022, through February 15, 2024.

13 1.25 “Parties” mean Defendant and Plaintiffs.

14 1.26 “Participating Class Member” means any and all Class Members who have not made any
15 timely request to opt-out of the Settlement.

16 1.27 “Plaintiffs” means Erick Holmberg and Kyle Neff.

17 1.28 “Preliminary Approval Date” means the date a signed order granting preliminary approval
18 of this Agreement is filed with the Court.

19 1.29 “QSF” means a Qualified Settlement Fund set up by the Settlement Administrator for the
20 benefit of the Participating Class Members and/or PAGA Members and from which the payments under
21 this Agreement shall be made. Any amounts Defendant has agreed to pay under this Agreement shall
22 remain the property of Defendant until the payments required under the Agreement are made.

23 1.30 “Qualifying Workweeks” are weeks worked by Class Members and/or PAGA Members
24 during the Class Release Period and/or PAGA Release Period, respectively, in California. For Class
25 Members, workweeks shall be defined as the total length of service (in days) in California during the Class
26 Release Period divided by seven. For PAGA Members workweeks shall be defined as the total length of
27 service (in days) in California during the PAGA Release Period divided by seven. The calculation of a
28 Class Member’s and/or PAGA Members’ workweeks and a determination as to whether a Class Member

and/or PAGA Members was actively employed in California in a particular workweek shall be construed from Defendant's records.

1.31 "Released Class Claims" means: all claims made in the Operative Complaint in the Action or all claims that reasonably could have been alleged based on the factual allegations contained in the Operative Complaint, including but not limited to all of the following claims for relief: (1) Failure to Pay Overtime Wages, (2) Failure to Pay Minimum Wages, (3) Failure to Provide Meal Periods, (4) Failure to Provide Rest Periods, (5) Failing to Pay Final Wages, (6) Wage Statement Violations, (7) Failure to Timely Pay Wages, (8) Failure to Indemnify, (9) Violation of Labor Code § 227.3, and (10) Unfair Competition. The period of the Released Class Claims shall extend to the limits of the Class Release Period. This release excludes the release of claims not permitted by law. The Released Class Claims exclude claims for workers' compensation or unemployment insurance benefits. This release will cover all Class Members who do not opt out.

1.32 "Released PAGA Claims" means all claims made in the notices Plaintiffs filed with the LWDA alleging PAGA claims or all claims that reasonably could have been alleged based on the factual allegations contained in the notices Plaintiffs filed with the LWDA. The period of the Released PAGA Claims shall extend to the limits of the PAGA Release Period. PAGA Members cannot opt out of this waiver of claims.

1.33 "Released Parties" means Defendant, as well as any related entities, and their directors, officers, members, and investors.

1.34 "Settlement Administrator" means and refers to Phoenix Class Action Administration Solutions ("Phoenix"), the third-party entity that will administer the Agreement as outlined in Sections 4 and 7, or any other third-party administrator agreed to by the Parties and approved by the Court for the purposes of administering this Agreement. The Parties each represent that they do not have any financial interest in the Settlement Administrator. The Parties and their counsel each represent that they do not have any financial interest in Phoenix or otherwise have a relationship with Phoenix that could create a conflict of interest.

1.35 "Settlement Administrator Costs" means the fees and expenses reasonably incurred by the Settlement Administrator as a result of the procedures and processes expressly required by this Agreement,

and shall include all costs of administering the Agreement, including, but not limited to, all tax document preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees associated with preparing, issuing and mailing any and all notices and other correspondence to Class Members and/or PAGA Members; all costs and fees associated with communicating with Class Members and/or PAGA Members, Class Counsel, and Defendant's Counsel; all costs and fees associated with computing, processing, reviewing, and paying the Individual Settlement Amounts, and resolving disputes; all costs and fees associated with calculating tax withholdings and payroll taxes, if any, making related payment to federal and state tax authorities, if any, and issuing tax forms relating to payments made under the Agreement; all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency; all costs and fees associated with preparing any other notices, reports, or filings to be prepared in the course of administering Individual Settlement Amounts; and any other costs and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its duties under this Agreement.

2. DESCRIPTION OF THE LITIGATION

2.1 Prior to filing their respective lawsuits, Plaintiffs sent notice to the LWDA to exhaust administrative remedies under the PAGA for alleged violations of the California Labor Code. Plaintiff Neff sent notice on March 16, 2023, and Plaintiff Holmberg sent notice on June 16, 2023. The LWDA did not respond to the notices within the statutorily required time frame and, as such, Plaintiffs became authorized to act as a Private Attorney General on all alleged PAGA claims.

2.2 On or about March 20, 2023, Plaintiff Neff filed the *Neff* Class Action behalf of himself and Class Members alleging claims for claims for (1) Failure to Pay Overtime Wages, (2) Failure to Pay Minimum Wages, (3) Failure to Provide Meal Periods, (4) Failure to Provide Rest Periods, (5) Failing to Pay Final Wages, (6) Wage Statement Violations, (7) Failure to Timely Pay Wages, (8) Failure to Indemnify, (9) Violation of Labor Code § 227.3, and (10) Unfair Competition. On or about June 6, 2023, Plaintiff Neff filed the *Neff* PAGA Action on behalf of himself and PAGA Members based on the claims alleged in the March 16, 2023 notice to the LWDA.

2.3 On or about June 27, 2023, Plaintiff Holmberg filed the *Holmberg* Action on behalf of himself and Class Members alleging class claims for claims for (1) Failure to Pay Overtime Wages, (2)

1 Failure to Pay Minimum Wages, (3) Meal Period Violations, (4) Rest Period Violations, (5) Wage
2 Statement Violations, (6) Failure to Pay Final Wages, (7) Failure to Reimburse Expenses, and (8) Unfair
3 Competition. On or about October 24, 2023, Plaintiff Holmberg filed a First Amended Complaint to add
4 a PAGA cause of action based on the violations alleged in the June 16, 2023 notice to the LWDA on behalf
5 of himself and PAGA Members.

6 2.4 Through informal discovery, Defendant and Defendant's Counsel provided Class Counsel
7 with copies of all applicable versions of its policies and procedures, employee handbooks, information on
8 Class Members including, but not limited to, Class Members' workweeks, total number of Class Members,
9 and a sample of time cards and paystubs for a randomly selected sample of Class Members.

10 2.5 On January 28, 2025, after receiving the class data, the Parties participated in a lengthy
11 mediation with private mediator Gig Kyriacou. At the conclusion of the mediation, the Parties were not
12 able to come to a resolution. However, on February 7, 2025, the Parties accepted a mediator's proposal to
13 resolve all claims asserted in the Actions. At all times, the Parties' settlement negotiations have been non-
14 collusive, adversarial, and at arm's length.

15 2.6 Discussions between Plaintiffs and Class Counsel, between counsel for the Parties,
16 document productions, extensive legal analysis, the provision of information by Defendant to Plaintiffs and
17 the detailed analysis of the records, including expert analysis, have permitted each side to assess the relative
18 merits of the claims and the defenses to those claims.

19 2.7 The Parties agree that the above-described investigation and evaluation, as well as discovery
20 and the information exchanged to date, are more than sufficient to assess the merits of the respective
21 Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiffs, Class Counsel,
22 Defendant, and Defendant's Counsel have concluded that it is desirable that the Action be settled in a
23 manner and upon such terms and conditions set forth herein in order to avoid further expense,
24 inconvenience and distraction of further legal proceedings, and the risk of an adverse outcome each of the
25 Parties potentially face in the Action. Therefore, the Parties desire to resolve the claims in the Action.
26 Plaintiff, Class Counsel, Defendant, and Defendant's Counsel are of the opinion that the Agreement for the
27 consideration and terms set forth herein is fair, reasonable, and adequate in light of all known facts and
28 circumstances.

1 **3. THE CONDITIONAL NATURE OF THIS AGREEMENT**

2 3.1 This Agreement and all associated exhibits or attachments are made for the sole purpose of
3 settling the Action. This Agreement and the settlement it evidences are made in compromise of disputed
4 claims. Because the Action was pled as a class action, this Agreement must receive preliminary and final
5 approval by the Court. Accordingly, the Parties enter into this Agreement and associated settlement on a
6 conditional basis. If the Effective Date does not occur, or if the Court's approval of the settlement is
7 reversed or materially modified on appellate review, this Agreement shall be deemed null and void; it shall
8 be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and
9 the negotiation, terms and entry of the Agreement shall remain subject to the provisions of California
10 Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of
11 evidence that may be applicable.

12 3.2 Defendant has denied all claims as to liability, damages, liquidated damages, penalties,
13 interest, fees, restitution, injunctive relief and all other forms of relief asserted in the Action. Defendant
14 has agreed to resolve the Action via this Agreement, but to the extent this Agreement is deemed void or
15 the Effective Date does not occur, Defendant does not waive, but rather expressly reserve, all rights to
16 challenge all such claims and allegations in the Action upon all procedural and factual grounds, including,
17 without limitation, the ability to challenge class or collective treatment on any grounds, as well as to assert
18 any and all other potential defenses or privileges.

19 **4. SCOPE OF THE CLASS**

20 4.1 The scope of the class of individuals encompassed under the Agreement and subject to all
21 obligations and duties required under the Agreement, shall include all Class Members as defined in Section
22 1.4 and all PAGA Members as defined in Section 1.22. However, it shall not include any Class Members
23 who submit valid and timely requests to opt-out of the Settlement, as set forth in Section 7.5.1.

24 4.2 Only Participating Class Members and PAGA Members are entitled to recover under this
25 Agreement.

26 4.3 Any person who believes that he or she is a Class Member or PAGA Member and wishes
27 to participate in the Agreement, but did not receive a Notice of Settlement because his or her name did not
28 appear on the class list provided to the Settlement Administrator prior to mailing, may submit a data request

1 to the Settlement Administrator. The data request must contain all of the following information: (a) the
2 full name and, if applicable, Social Security Number of the individual making the request; (b) the name
3 used by such employee as of the time his or her employment with Defendant ended; (c) the individual's
4 dates of employment with Defendant; and (d) a return address to which a response may be sent. Every
5 data request must be postmarked on or before the conclusion of the Notice Period or otherwise submitted
6 to the Settlement Administrator such that it is received before the conclusion of the Notice Period. Upon
7 receipt of any data requests, the Settlement Administrator shall promptly (in no event more than two
8 business days) transmit the data requests to Defendant's Counsel and request that Defendant review its
9 records.

10 4.4 If Defendant agrees that the person listed in a data request is a Class Member and/or PAGA
11 Member, the Settlement Administrator shall promptly mail a Notice of Settlement to the person who
12 submitted the data request, at the address designated for that purpose in the data request. All provisions of
13 this Agreement relating to the Notice of Settlement shall apply to Notice of Settlements sent in response to
14 data requests, and any person who submits a data request and is sent a Notice of Settlement in response
15 shall be treated by the Settlement Administrator as a Class Member and/or PAGA Member for all other
16 purposes.

17 4.5 If Defendant does not agree that the person listed in a data request is a Class Member and/or
18 PAGA Member, Defendant's Counsel and Class Counsel shall attempt to resolve any such dispute in good
19 faith within seven (7) calendar days of Class Counsel being advised in writing of the data request dispute.
20 Defendant's records shall control unless the individual submitting the data request provides persuasive
21 evidence to doubt the accuracy of those records. Each data request dispute that Defendant's Counsel and
22 Class Counsel cannot timely resolve shall be resolved by the Settlement Administrator. The Settlement
23 Administrator must accept and weigh all the evidence provided in a good faith attempt to resolve the
24 dispute. The Settlement Administrator must resolve any dispute submitted to it within seven (7) calendar
25 days after Defendant's Counsel and Class Counsel submit the dispute to the Settlement Administrator. The
26 decision by the Settlement Administrator shall be final as between the parties, subject to Court review.

27 **5. TERMS OF THE SETTLEMENT**

28 The Parties agree as follows:

1 5.1 Gross Settlement Amount: In consideration and exchange for the releases described in
2 Section 6, Defendant shall pay the Gross Settlement Amount (\$480,000). Funding of the Gross Settlement
3 Amount shall occur within 65 calendar days after the Effective Date to be held in trust in a QSF by the
4 Settlement Administrator. The Gross Settlement Amount includes payments to Participating Class
5 Members, PAGA Members, all attorneys' fees, costs and litigation expenses related to the Action incurred
6 to date, as well as all such fees and costs incurred in documenting the Agreement, administering the
7 Agreement (including Settlement Administrator Costs), and obtaining final approval of the Agreement, the
8 Enhancement Payment to the Class Representatives and the PAGA Payment. Any amounts necessary to
9 satisfy Defendant's tax obligations (*e.g.* employer FICA, FUTA and SDI contributions on wage payments)
10 on the wage portion of payments distributed to Participating Class Members will be paid in addition to the
11 Gross Settlement Amount. There shall be no reversion to Defendant.

12 5.2 Attorney's Fees and Costs: Class Counsel will apply to the Court for attorney's fees of one-
13 third (1/3) of the Gross Settlement Amount, which shall be paid from the Gross Settlement Amount.
14 Defendant has agreed to not oppose Class Counsel's application for attorney's fees so long as it does not
15 exceed the one-third threshold. Class Counsel will also be entitled to reimbursement for advanced litigation
16 expenses not to exceed \$40,000.00, which shall be paid from the Gross Settlement Amount. Defendant
17 has agreed to not oppose Class Counsel's request for reimbursement for advanced litigation expenses so
18 long as they do not exceed the \$40,000.00 threshold. The Settlement Administrator will issue Class
19 Counsel an IRS Form 1099 for the attorneys' fees and costs paid under this Agreement. In the event that
20 the Court awards less than the requested attorney's fees and/or costs, the portion of the requested amounts
21 not awarded to Class Counsel shall be added to the Net Settlement Amount to be distributed to Participating
22 Class Members on a pro rata basis.

23 5.3 Settlement Administrator Costs: The Settlement Administrator Costs shall be paid from the
24 Gross Settlement Amount and shall not exceed \$8,250.00. The difference between any actual costs and
25 the allocated \$8,250.00 shall be added to the Net Settlement Amount to be distributed to Participating Class
26 Members on a pro rata basis.

27 5.4 Enhancement Payment: Class Counsel, on behalf of Plaintiffs, shall apply to the Court for
28 an Enhancement Payment to each of the Class Representatives in an amount not to exceed Ten Thousand

1 (\$10,000) per Plaintiff to compensate for the risks, time, and expense of their involvement in the Action
2 and securing the benefits of this Agreement for Class Members. The Enhancement Payment is in addition
3 to the Individual Settlement Amount Plaintiffs would otherwise be due under the Agreement as
4 Participating Class Members. Defendant has agreed to not oppose Class Counsel's request for an
5 Enhancement Payment to Plaintiffs so long as it does not exceed the amount stated herein. The
6 Enhancement Payment will be designated as a non-wage payment and reported on an IRS Form 1099-
7 MISC. In the event that the Court awards less than the Enhancement Payment amount requested, then any
8 portion of the requested amount not awarded to the Class Representatives shall be added to the Net
9 Settlement Amount to be distributed to Participating Class Members on a pro rata basis.

10 5.5 PAGA Payment: Twenty Thousand (\$20,000) of the Gross Settlement Amount shall be
11 allocated to resolving claims under the PAGA. Seventy-Five percent (75%) of the PAGA Payment will be
12 paid to the LWDA and Twenty-Five percent (25%) will be paid to PAGA Members on a pro rata basis as
13 described below in Section 5.8. Any amount not approved by the Court for the allocated PAGA Payment
14 shall be added to the Net Settlement Amount to be distributed to Participating Class Members on a pro rata
15 basis.

16 5.6 Treatment of Residue and Cy Pres: For any portion of the Net Settlement Amount or PAGA
17 Payment allocated to Participating Class Members and/or PAGA Members that were not claimed by
18 cashing their respective settlement checks before the deadline to do so, that remaining amount shall be
19 donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for Workers' Rights under the doctrine
20 of *cy pres*. No portion of the Gross Settlement Amount will revert to Defendant for any reason.

21 5.7 No Additional Benefits Contributions: All Individual Settlement Amounts paid to
22 Participating Class Members and PAGA Members shall be deemed to be income solely in the year in which
23 such amounts were actually received. It is expressly understood and agreed that the receipt of such
24 Individual Settlement Amounts will not entitle any Participating Class Member or PAGA Member to any
25 new or additional compensation or benefits under any company bonus or other compensation or benefit
26 plan or agreement in place during the period covered by the Agreement, nor will it entitle any Participating
27 Class Member PAGA Member to any increased retirement, 401(k) and/or 403(b) benefits or matching
28 benefits, or deferred compensation benefits. It is the intent of this Agreement that the Individual Settlement

1 Amounts provided for in this Agreement are the sole payments to be made by Defendant to the Participating
2 Class Members and PAGA Members in connection with this Agreement (notwithstanding any contrary
3 language or agreement in any benefit or compensation plan document that might have been in effect during
4 the period covered by this Agreement).

5 5.8 Pro Rata Distribution Formula: Payment to Participating Class Members and PAGA
6 Members of their Individual Settlement Amount will not require the submission of a claim form. A Net
7 Settlement Amount will be determined by subtracting from the Gross Settlement Amount any amounts for
8 approved attorneys' fees and costs, any Enhancement Payment to the Class Representatives, the Settlement
9 Administrator Costs, and the PAGA Payment. Each Class Member's share will be initially determined by
10 dividing their total Qualifying Workweeks within the Class Release Period by the total Qualifying
11 Workweeks of all Class Members within the Class Release Period. That fraction will then be multiplied
12 by the Net Settlement Amount to arrive at the Class Member's individual share of the Net Settlement
13 Amount. Any funds allocated to Class Members under this formula who timely opt out of the Settlement
14 will be redistributed to Participating Class Members on a pro rata basis, *i.e.* each Participating Class
15 Member's share will be determined by dividing their total Qualifying Workweeks within the Class Release
16 Period by the total Qualifying Workweeks of all Participating Class Members and that fraction will then
17 be multiplied by the Net Settlement Amount to arrive at the Participating Class Member's individual share
18 of the Net Settlement Amount. Each PAGA Member's share of the 25% portion of the PAGA Payment
19 will be determined by dividing their total Qualifying Workweeks within the PAGA Release Period by the
20 total Qualifying Workweeks by all PAGA Members within the PAGA Release Period. That fraction will
21 then be multiplied by the 25% portion of the PAGA Payment to arrive at the PAGA Member's individual
22 share.

23 5.9 Tax Allocation: The Parties recognize that the Individual Settlement Amounts to be paid to
24 Participating Class Members and/or PAGA Members reflect a settlement of a dispute over claimed
25 penalties and wages. The Settlement Administrator shall calculate the employer's share of payroll taxes
26 on the amounts paid to Participating Class Members as wages as well as calculating all required
27 withholdings and deductions from said wage payments. The characterization of Individual Settlement
28 Amounts to Participating Class Members and PAGA Members are as follows:

1 5.9.1 Twenty Percent (20%) of each Participating Class Members' share of the Net
2 Settlement Amount shall be allocated for payment of disputed wages and shall be subject to required
3 employer taxes. Participating Class Members shall receive an IRS Form W-2 for reporting of this portion
4 of their Individual Settlement Amount.

5 5.9.2 Eighty Percent (80%) of each Participating Class Members' share of the Net
6 Settlement Amount shall be allocated for disputed statutory penalties and interest, and no amount shall be
7 deducted for any taxes. This portion of the Individual Settlement Amount consists of other income, not
8 wages, for which the Participating Class Members shall receive IRS Forms 1099-MISC and 1099-INT and
9 this payment shall be divided equally among the 1099-MISC and 1099-INT designations.

10 5.9.3 The entirety (100%) of each PAGA Member's share of the 25% portion of the
11 PAGA Payment shall be allocated for payment of disputed civil penalties, and no amount shall be deducted
12 for any taxes. This portion of the Individual Settlement Amount consists of other income, not wages, for
13 which the PAGA Members shall receive an IRS Form 1099-MISC.

14 5.10 Participating Class Members and PAGA Members shall be solely responsible for the
15 reporting and payment of their share of any federal, state and/or municipal income or other taxes on
16 payments made pursuant to this Agreement, and shall hold the Parties, Class Counsel, and Defendant's
17 Counsel free and harmless from any claims resulting from treatment of such payments as non-taxable,
18 including the treatment of such payments as not subject to withholding or deduction for payroll and
19 employment taxes. No party has made any representation to any of the other Parties as to the taxability of
20 any payments pursuant to this Agreement, including the payments to Participating Class Members, the
21 payments to PAGA Members, the payments to Class Counsel, the payments to the Class Representatives,
22 the payroll tax liability of Defendant, or the allocation of the Net Settlement Amount or PAGA Payment
23 to wage and non-wage income as provided in this Section, or otherwise as to tax implications of any
24 provision of this Agreement.

25 5.11 No Additional Contribution by Defendant: Defendant's monetary obligation under this
26 Agreement is limited to the Gross Settlement Amount and any employer side payroll taxes owed on
27 amounts characterized as wages under this Agreement. All other costs and expenses arising out of or in
28 connection with the performance of this Agreement shall be paid from the Gross Settlement Amount, unless

expressly provided otherwise herein. However, in the event this agreement is deemed null and void as described in Section 3 because the Court, in its independent determination, finds that the Agreement does not meet the standards for settlement approval, then Defendant and Plaintiffs shall be equally responsible for the costs of the Settlement Administrator incurred between the date the Agreement was executed and the date of such event.

5.12 Certification For Settlement Purposes: The Parties agree that, for purposes of settlement only, certification of the class as defined in Section 1.5 and 4.1 is appropriate and the requisites for establishing class certification have been met and are met.

5.13 Adequacy of Class Counsel and Class Representatives: The Parties agree that, for purposes of settlement only, Class Counsel and Plaintiffs are adequate representatives for Class Members and PAGA Members.

6. RELEASE

6.1 Release of Claims by Participating Class Members: Upon the Effective Date, all Participating Class Members will be deemed to fully, finally and forever release the Released Class Claims as to all Released Parties.

6.2 Release of Claims by PAGA Members: Upon the Effective Date, all PAGA Members will be deemed to fully, finally and forever release the Released PAGA Claims as to all Released Parties.

6.3 Release by Plaintiffs: Upon the Effective Date, and in addition to the releases given by Plaintiffs by virtue of their being Class Members and PAGA Members as described above, Plaintiffs release, on behalf of themselves, their heirs, spouse, executors, administrators, attorneys, agents, assigns, and any entities or businesses where Plaintiffs have a controlling ownership interest, the Class Representatives' Released Claims as to all Released Parties, or any of them, 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, California Fair Employment and Housing Act, California

1 Constitution (all as amended), and law of contract and tort, as well as for discrimination, harassment,
2 retaliation, wrongful termination, lost wages, benefits, other employment compensation, emotional
3 distress, medical expenses, other economic and non-economic damages, attorney fees, and costs, arising
4 on or before the date of execution of the Settlement Agreement. Plaintiffs agree and represent that they are
5 aware of, and are familiar with, the provisions of California Civil Code Section 1542, which provides as
6 follows:

7 “A general release does not extend to claims that the creditor or releasing
8 party does not know or suspect to exist in his or her favor at the time of
9 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.”

10 With full awareness and understanding of the above provisions, Plaintiffs will waive and
11 relinquish any and all rights and benefits that they may have under California Civil Code Section 1542,
12 or the law of any other state or jurisdiction, or common law principle, to the same or similar effect,
13 concerning the claims released herein.

14 **7. SETTLEMENT ADMINISTRATION**

15 7.1 Duties of Settlement Administrator: The Settlement Administrator shall be responsible for:
16 1) receiving Class Member and PAGA Member contact information and confirming addresses are valid;
17 2) calculating estimated Individual Settlement Amounts and any and all taxes associated with the Individual
18 Settlement Amounts, including employer taxes; 3) taking appropriate steps to trace and locate any
19 individual Class Members and PAGA Member whose address or contact information as provided to the
20 Settlement Administrator is inaccurate or outdated and mailing the Notice of Settlement to Class Members;
21 4) providing notification to the appropriate state and federal officials of this Agreement as required under
22 the law; 5) receiving, independently reviewing, and resolving any challenges (in consultation with Class
23 Counsel and Defendant’s Counsel) from Class Members or PAGA Members, including any associated
24 documentation, regarding their Qualified Workweek calculations; 6) receiving and serving on Class
25 Counsel, Defendant’s Counsel, and the Court, copies of any written objections, and/or any opt out
26 statements; 7) establishing a toll free telephone line and responding to inquiries and requests for
27 information or assistance from Class Members and/or PAGA Members; 8) maintaining a QSF; 9)
28 determining and paying the final amounts due to be paid under the Agreement after resolution of all

1 challenges, disputes, opt-outs, awarded attorneys' fees and costs, Settlement Administrator Costs, PAGA
2 Payment, taxes, any Enhancement Payments, and for funds that cannot be distributed due to the inability
3 to locate Class Members or PAGA Members; 10) determining the validity of any disputes or late opt-outs
4 by previously unidentified Class Members or PAGA Members; 11) paying any residual funds from
5 uncashed checks; 12) reporting to Class Counsel and Defendant's Counsel regarding the statistics of the
6 administration, including (a) the number of initial Notice of Settlements mailed; (b) the number of
7 forwarded Notice of Settlements; (c) the number of re-mailed Notice of Settlements; (d) the number of
8 total undeliverable Notice of Settlements; (e) the number of address traces performed for undeliverable
9 Notice of Settlements; (f) the number of Notice of Settlements undeliverable from traced addresses; (g) the
10 number of total objections received; (h) the number of opt-out requests received; (i) the number of disputes
11 received; (j) the number of disputes resolved; 13) providing a declaration to the Court regarding the final
12 statistics of the administration and compliance with all payment obligations under the Agreement; 14)
13 completing all necessary tax reporting on the QSF and payment of the Individual Settlement Amounts to
14 Participating Class Members and PAGA Members; and 15) carrying out other related tasks as necessary to
15 effectuate the terms of this Agreement and any Order of the Court. All disputes relating to the Settlement
16 Administrator's ability and need to perform its duties shall be referred to the Court, if necessary, which
17 will have continuing jurisdiction over the terms and conditions of this Agreement, until all payments and
18 obligations contemplated by the Agreement have been fully executed.

19 7.2 Notice to Class Members and PAGA Members: The Notice of Settlement, to be mailed to
20 Class Members in English and Spanish, will provide Class Members and PAGA Members with a summary
21 of the terms and conditions of the Agreement, how to participate in the settlement, how to object to the
22 Agreement, how to dispute the individual's Qualifying Workweeks, and how to opt-out from the
23 Agreement. The Notice of Settlement will also inform Class Members and PAGA Members of the Gross
24 Settlement Amount, Net Settlement Amount, proposed attorneys' fees and costs allocations, any proposed
25 Enhancement Payments, proposed Settlement Administrator Cost allocations, proposed PAGA Payment
26 allocations, the scope of the class, the nature and extent of the released claims, dates set for a fairness
27 hearing and hearing on Class Counsels' motion for attorneys' fees and costs. The Notice of Settlement
28 shall include information regarding Class Member's and PAGA Member's estimated Individual Settlement

Amount. The Notice of Settlement will provide information on how to access electronic copies online of the Notice of Settlement, any motions for approval of the Agreement, any motions for approval of attorneys' fees and costs, and any other documents as the Court directs.

7.3 Class Member Data and Mailing: No later than fourteen (14) calendar days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the first and last name, last known mailing address, last known telephone number, Social Security Number, dates worked as an hourly, non-exempt employee of Defendant in California during the Class Period and PAGA Period (if applicable), and Defendant's calculation of Workweeks during the Class Period and PAGA Period (as defined herein), which will be performed by Defendant's expert. Workweeks will be calculated in the same manner used by Defendant to calculate Workweeks for purposes of mediation. No later than fourteen (14) calendar days after receipt of such address information, the Settlement Administrator will perform a national change of address ("NCOA") search, update the addresses per the results of the NCOA search, and then mail the Notice of Settlement, substantially in the form attached as Exhibit 1, to each Class Member and PAGA Member by first-class mail, postage prepaid. The Settlement Administrator shall maintain all information received from Defendant confidential to itself, and Defendant's Counsel. However, Class Counsel shall be able to review the breakdown of Qualified Workweeks and estimated Individual Settlement Amounts for Class Members and PAGA Members prior to mailing for quality assurance provided the personal identifying information is redacted and/or omitted.

7.4 Returned and/or Re-mailed Notice of Settlements: In the event that a Notice of Settlement is returned to the Settlement Administrator as undeliverable on or before the conclusion of the Notice Period, the Notice of Settlement shall be sent to the forwarding address affixed thereto within five (5) calendar days. If no forwarding address is provided, then the Settlement Administrator shall promptly attempt to determine a correct address using a skip-trace, computer or other search using the name, address and/or Social Security number of the individual involved, and shall then perform a single re-mailing within five (5) calendar days to any more recent address found as a result of the search. Following each search that does not result in a corrected address, for those Class Members who appear to be current employees of Defendant at the time of the Preliminary Approval Date, the Settlement Administrator shall contact Defendant's Counsel for assistance and Defendant shall cooperate in good faith with the Settlement

1 Administrator's reasonable efforts to obtain valid mailing addresses for Class Members to the extent they
2 are active employees of Defendant. In the event the Notice of Settlement is forwarded to a new address
3 and/or re-mailed to a Class Member, the deadline for the Class Member to submit any request to opt-out,
4 a dispute, or an objection shall be the end of the Notice Period or 10 days from the date of the re-
5 mailing/forwarding to a new address, whichever is later. In the event the procedures in this Section are
6 followed and the Class Member does not timely and properly request to opt-out, the Class Member shall
7 be bound by all terms of the Agreement, including the releases contained in Section 6.

8 7.5 Responses to Notice of Settlement:

9 7.5.1 *Opt-Outs:* The Notice of Settlement shall provide that Class Members who wish to
10 exclude themselves from the Agreement must submit a request to opt-out as provided in this Section. The
11 request to opt-out must (a) state the Class Member's full name and date of birth; (b) a statement that he or
12 she does not want to be a Class Member, does not want to participate in the settlement, and/or wants to be
13 excluded from the settlement; (c) identify the case name and number (*i.e. Neff v. Castle Tire Disposal LLC*
14 *et al*, Case No. 34-2023-00336483); (d) be signed; and (e) be post-marked no later than the conclusion of
15 the Notice Period or the re-mailing timeline stated in Section 7.4. The Class Member must personally sign
16 the request to opt-out. No request to opt-out may be made on behalf of a group of Class Members. The
17 date of the postmark on the return-mailing envelope shall be the exclusive means used to determine whether
18 a request to opt-out has been timely submitted. Any Class Member who requests to opt-out of the
19 Agreement will not be entitled to any portion of the Net Settlement Amount nor will they have any right
20 to object, appeal or comment thereon. The name of any Class Member who submits a valid and timely opt
21 out request will be specifically identified in any proposed order granting final approval. Class Members
22 who fail to submit a valid and timely request to opt-out shall be bound by all terms of the Agreement and
23 any order or final judgment thereon. Regardless of whether an PAGA Member opts out of being a Class
24 Member, they will still receive their share of the PAGA Payment as PAGA Members cannot opt out of this
25 Agreement as it relates to the PAGA Payment or Released PAGA Claims.

26 7.5.2 *Objection Procedures:* Any Class Member who does not opt-out, but who wishes
27 to object to this Agreement or otherwise to be heard concerning this Agreement, may submit a written
28 objection to the Settlement Administrator, who will promptly provide copies of the objection to Class

1 Counsel and Defendant's Counsel. The Notice of Settlement shall make clear that the Court can only
2 approve or deny the Agreement, not change the terms of the Agreement. The written objection should (a)
3 state the Class Member's full name and date of birth; (b) provide evidence that the individual is, in fact, a
4 Class Member; (c) state the reasons for the objection(s), including any supporting documentation; (d)
5 identify the case name and number (*i.e. Neff v. Castle Tire Disposal LLC et al*, Case No. 34-2023-
6 00336483); (e) be signed; and (f) be post-marked no later than the conclusion of the Notice Period or the
7 re-mailing timeline stated in Section 7.4. Additionally, or in the alternative to sending a written objection
8 to the Settlement Administrator, any Class Member may appear at the final approval hearing to state their
9 objection.

10 7.5.3 *Dispute Procedures:* Any Class Member who disputes the number of Qualifying
11 Workweeks on the Notice of Settlement shall contact the Settlement Administrator. The dispute must (a)
12 identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c)
13 be signed; and (d) be post-marked no later than the conclusion of the Notice Period or the re-mailing
14 timeline stated in Section 7.4. The Settlement Administrator shall promptly (in no event more than two
15 business days) forward all such disputes to Defendant's Counsel and request that Defendant review the
16 dispute. Defendant's records shall presumptively control unless the Class Member can produce
17 documentation evidencing other periods of employment worked. If Defendant agrees with submitted
18 information, the Class Member shall be credited or subtracted Qualifying Workweeks in accordance with
19 their submitted dispute and that final number of Qualified Workweeks shall govern the calculation of that
20 Class Member's Individual Settlement Amount. If Defendant disagrees with the submitted information,
21 Defendant's Counsel will promptly advise Class Counsel of the dispute, which includes turning over any
22 documentation submitted by the Class Member as part of the dispute. Defendant's Counsel and Class
23 Counsel shall attempt in good faith to resolve any such dispute within five (5) calendar days of Class
24 Counsel being advised of the dispute. Each dispute that Defendant's Counsel and Class Counsel cannot
25 timely resolve shall be resolved by the Settlement Administrator, subject to Court review.

26 7.5.4 *Deficient Opt-Outs, Objections, or Disputes:* In the event that a deficient opt-out,
27 objection, or dispute is received on or before the conclusion of the Notice Period, the Settlement
28 Administrator shall mail a letter to the Class Member within five (5) calendar days informing them of the

1 deficiency. If a deficiency letter is mailed to a Class Member, the deadline for the Class Member to cure
2 the deficiency shall be the end of the Notice Period or 10 calendar days from the date of the deficiency
3 letter, whichever is later.

4 7.6 Due Process Acknowledgement: Compliance with the procedures set forth in Sections 7.1
5 to 7.5.4 shall constitute due and sufficient notice to Class Members of the Action and the Agreement and
6 shall satisfy Class Members' due process rights. Nothing else shall be required of the Parties, Class
7 Counsel or Defendant's Counsel to provide notice of the proposed Agreement.

8 7.7 Settlement Administrator Declaration Regarding Notice Period: Within fourteen (14)
9 calendar days after the conclusion of the Notice Period, the Settlement Administrator shall provide Class
10 Counsel and Defendant's Counsel with a signed declaration under penalty of perjury providing a complete
11 and detailed report regarding the statistics and responses of settlement administration to date and all the
12 Settlement Administrators' obligations under Sections 5.8 to 5.9.3 and 7.1 to 7.5.4.

13 7.8 Settlement Administrator Payments to Participating Class Members, Class Counsel and
14 Plaintiff: Within seven (7) calendar days after the Effective Date and the Court's determination of the
15 amount of attorneys' fees and costs payable to Class Counsel, the Enhancement Payment payable to
16 Plaintiff, the PAGA Payment, and Settlement Administrator Costs, the Settlement Administrator shall
17 calculate the final Net Settlement Amount, the final Individual Settlement Amounts for Participating Class
18 Members and/or PAGA Members, any applicable taxes thereon, and report the results of these calculations
19 Class Counsel and Defendant's Counsel. Defendant shall wire the Gross Settlement Amount and
20 applicable taxes necessary to fund the Settlement as described in Section 5.1 to the Settlement
21 Administrator within sixty-five (65) calendar days after the Effective Date to be held in trust in a QSF.
22 Within seven (7) calendar days after Defendant fund the settlement, the Settlement Administrator shall
23 deliver payment of Class Counsels' attorney's fees and costs, the Enhancement Payment payable to
24 Plaintiff, the 75% portion of the PAGA Payment payable to the LWDA, Settlement Administrator Costs,
25 and payment to Participating Class Members and/or PAGA Members as required under this Agreement
26 and approved by Court.

27 7.8.1 The Settlement Administrator shall wire the Court-approved attorneys' fees and
28 costs to Class Counsel unless another method is requested by Class Counsel. Class Counsel shall provide

the Settlement Administrator with the pertinent taxpayer identification number and payment instructions after the Final Approval Date.

7.8.2 The Settlement Administrator shall send a check by mail for the Court-approved Enhancement Payment to the Class Representatives, care of Class Counsel unless another method is requested by Class Counsel.

7.8.3 The Settlement Administrator shall remit and report the applicable portions of the payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this Agreement. Defendant agree to reasonably cooperate with the Settlement Administrator to the extent necessary to determine the amount of the payroll tax payment required.

7.9 Settlement Check Expiration and Uncashed Checks: The Settlement Administrator shall issue Individual Settlement Amounts to Participating Class Members and PAGA Members in the form of a check, which shall become null and void if not deposited within one hundred eighty (180) calendar days of issuance. After one hundred eighty (180) calendar days of issuance, the checks shall be voided and funds from all uncashed checks shall be transmitted in accordance with Section 5.6. The Settlement Administrator shall deliver these funds within fourteen (14) calendar days after the check cashing deadline.

7.10 Settlement Administrator Declaration Regarding Compliance and Settlement Administration: Within twenty-one (21) calendar days after the last day for Participating Class Members and PAGA Members to cash their settlement checks, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a signed declaration under penalty of perjury providing a complete and detailed report regarding the settlement administration documenting that all payments under the Agreement have been made, that the Court's final approval order has been complied with, and that all the obligations of the Settlement Administrator have been completed.

8. PRELIMINARY SETTLEMENT ADMINISTRATION SCHEDULE

8.1 The schedule may be modified depending on whether and when the Court grants necessary approvals, orders notice to Class Members and PAGA Members, and sets further hearings. The schedule may also be modified to correct clerical errors and to reflect the provisions in the Agreement as described above. In the event of such modification, the Parties shall cooperate to complete the settlement procedures

as expeditiously as reasonably practicable. The preliminary schedule for notice, approval, and payment procedures carrying out the Agreement is as follows:

Last day for Defendant to provide Settlement Administrator with Class Member and PAGA Member information	Within 14 calendar days after the Preliminary Approval Date
Last day for Settlement Administrator to complete NCOA search, update Class Member and PAGA Member mailing information, and mail Notice of Settlement	Within 14 calendar days after the Settlement Administrators' receipt of Class Members' information from Defendant
Last day for Class Members to opt-out, submit disputes, submit objections, and submit data requests	60 calendar days after mailing of Notice of Settlement or within 10 days after Notice of Settlement is re-mailed, whichever is later
Last day for Settlement Administrator to provide Parties with signed declaration reporting on settlement administration statistics	Within 14 calendar days after end of the Notice Period
Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts for Participating Class Members and/or PAGA Members, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendant's Counsel	Within 7 calendar days after the Effective Date
Last day for Defendant to fund settlement	Within 65 calendar days after the Effective Date
Last day for Settlement Administrator to deliver payment of Class Counsel's attorney's fees and costs, Enhancement Payments, PAGA Payment, Settlement Administrator Costs, payment to Participating Class Members, and payment to PAGA Members	Within 7 calendar days after Defendant has funded the settlement
Last day for Participating Class Members and PAGA Members to cash settlement checks	180 calendar days after issuance of checks to Participating Class Members and PAGA Members

Last day for Settlement Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after settlement check cashing deadline
Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

9. DUTIES OF THE PARTIES

9.1 Stay of *Holmberg* Action Pending Preliminary Approval: Plaintiff Holmberg and Defendant will enter into a stipulation to stay the *Holmberg* Action until preliminary approval of the Settlement in the *Neff* Class Action. Upon preliminary approval, Plaintiff Holmberg will dismiss the *Holmberg* Action without prejudice.

9.2 Preliminary Approval: The Parties will cooperate in obtaining, through an unopposed motion to be filed as soon as reasonably practicable, an order from the Court preliminarily approving this Agreement at the earliest possible date concurrently with the Court's certification of the Action as a class action for settlement purposes. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain certification for settlement purposes, approval of, and implementation of this Agreement. The Parties will submit this Agreement to the Court for preliminary approval of its terms and for approval of the steps to be taken to obtain its final approval. Within two weeks of signing this Agreement Class Counsel shall provide a draft of the Preliminary Approval Motion to Defendant's Counsel. Defendant's Counsel will provide comments and/or proposed revisions within two weeks after receipt of the draft Preliminary Approval Motion from Class Counsel. With regard to the final approval documents, a similar two-week maximum review and response time shall be observed by the Parties. The Parties will request that the Court's preliminary approval of this Agreement be embodied in an Order Granting Preliminary Approval of Class Action and PAGA Settlement.

1 9.2.1 In connection with preliminary approval, Plaintiff Neff will request leave to amend
2 the complaint in the *Neff* Class Action to consolidate the claims, causes of action, and allegations from the
3 *Neff* PAGA Action and the *Holmberg* Action into the *Neff* Class Action. The Parties shall stipulate, and
4 hereby do stipulate, to providing Plaintiff Neff leave to file the proposed First Amended Complaint,
5 (Operative Complaint). For statute of limitations purposes, the claims, causes of action, and allegations
6 asserted in the *Holmberg* Action will be treated as if they were originally pled in the *Neff* Class Action on
7 June 27, 2023, the same day the *Holmberg* Action was filed. Similarly, for statute of limitations purposes,
8 the claims, causes of action, and allegations asserted in the *Neff* PAGA Action will be treated as if they
9 were originally pled in the *Neff* Class Action on June 6, 2023, the same day the *Neff* PAGA Action was
10 filed.

11 9.2.2 Defendant shall not oppose Plaintiffs' motion for approval of the proposed
12 Agreement.

13 9.2.3 The Parties shall cooperate with each other and the Settlement Administrator during
14 the process of giving Class Members notice and opportunity to object to the Agreement, as necessary and
15 appropriate to assure effective communication to individual Class Members of information about their
16 rights and obligations under this Agreement.

17 9.3 Final Approval and Fairness Hearing: On a date approved by the Court and set forth in the
18 Notice of Settlement, the Court shall hold the Final Approval and Fairness Hearing where objections, if
19 any, may be heard. Class Counsel shall provide the Court as part of the motion for final approval of the
20 Agreement, a declaration by the Settlement Administrator of due diligence and proof of mailing of the
21 Notice of Settlement required to be mailed to Class Members by this Agreement, and of the delivery results
22 of the Settlement Administrator's mailings including tracing and re-mailing efforts. The Settlement
23 Administrator declaration shall identify, by name, any Class Member who submitted a timely and valid
24 request to opt out during the Notice Period.

25 9.3.1 By way of said motion, Plaintiffs will apply for the entry of the mutually-agreed
26 upon Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment.

27 9.3.2 Following entry of the Court's order granting final approval of the Agreement, the
28 Parties will each act to ensure the fulfillment of all its provisions, including but not limited to the following:

1) Should an appeal be taken from the final approval of the Agreement or motion to set aside the judgement be filed, all Parties will support the final approval order on appeal or otherwise; 2) Class Counsel will assist the Settlement Administrator as needed or requested in the process of identifying and locating Participating Class Members and PAGA Members entitled to payments under the Agreement and assuring delivery of such payments; 3) Class Counsel and Defendant's Counsel will cooperate with each other and assist the Settlement Administrator as needed or requested in completing the distribution of any residual amounts, as specified above, to the *cy pres* beneficiaries; 4) Class Counsel, in conjunction with the Settlement Administrator, will certify to the Court completion of all payments required to be made by this Agreement.

9.4 Final Judgment: If the Court approves this Agreement at the final approval and fairness hearing, the Parties will request that the Court enter an Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment.

9.5 Notice to LWDA: Plaintiffs will provide notice to the Labor and Workforce Development Agency ("LWDA") of this settlement in accordance with Labor Code § 2699(1)(2).

10. MISCELLANEOUS TERMS

10.1 Defendant's Right to Withdraw Based on Opt-Outs: At its sole discretion, Defendant may terminate this settlement if more than 7% of class members opt out, and all parties shall be returned to their respective positions as of the date of execution. Defendant will be responsible for paying any settlement administrator expenses incurred to the date of the termination of the settlement. The litigation shall be stayed except for matters relating to the settlement. Defendant must exercise this right of termination, in writing, to Class Counsel, within seven (7) calendar days after the Settlement Administrator notifies the Parties of the total number of opt-outs. If the option to rescind is exercised, then any Settlement Administrator Costs shall be paid by Defendant. Defendant has represented that there approximately 9,000 workweeks during the Class Release Period. This is a material representation for Plaintiffs to enter into this Settlement. Should the qualifying workweeks increase beyond 7%, or 630 Workweeks, then the Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of 9,000 Workweeks multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount (\$480,000.00) by 9,000, which amounts to a Workweek value of \$53.33. Thus, for example, should there be 10,000 Workweeks in the Class Period, then the Gross

Settlement Amount shall be increased by \$53,330 ((10,000 Workweeks- 9,000 Workweeks) x \$53.33 per Workweek.)

10.2 Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel make no representations or warranties as to the tax consequences, treatment, or legal effect of any payments made under the Settlement Agreement, do not intend anything contained in the Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in the Settlement Agreement be relied on as such. Plaintiffs, PAGA Group Members, and Settlement Class Members understand and agree that, except for Defendant's payment of the Employer Taxes, Plaintiffs, PAGA Group Members, and Settlement Class Members will be solely responsible for correctly characterizing any compensation received under the Settlement on his/her personal income tax returns and paying any and all taxes due for any and all amounts paid to them under the Settlement.

10.3 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, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT

1 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX
2 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
3 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
4 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY
5 THIS AGREEMENT.

6 10.4 No Prior Assignments: The Parties represent, covenant, and warrant that they have not
7 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
8 any person or entity any portion of any liability, claim, demand, action, cause of action or right released
9 and discharged in this Agreement.

10 10.5 Waiver of Appeal and Ability to Opt Out: To the extent permitted by applicable law, by
11 signing this Agreement Defendant is waiving any rights to appeal from the Court's approval of the
12 settlement unless the Court materially modifies the settlement. Furthermore, by signing this Agreement
13 Plaintiffs are waiving any right or ability to opt out of this Agreement during the Notice Period or otherwise.

14 10.6 Exhibits Incorporated by Reference: The terms of this Agreement include the terms set
15 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth in this
16 Agreement. Any Exhibits to this Agreement are an integral part of the Settlement.

17 10.7 Judgment and Retention of Jurisdiction to Enforce: Upon the Effective Date, judgment will
18 be entered according to this Agreement. The Parties stipulate and agree that the San Joaquin County
19 Superior Court shall have continuing jurisdiction to enforce the terms of the Agreement pursuant to Civil
20 Procedure Code section 664.6 and that the prevailing party any action necessary to enforce the terms of the
21 Agreement after default by the other party may recover reasonable attorney's fees and costs related thereto.

22 10.8 Mutual Cooperation: The Parties agree to cooperate fully with one another to accomplish
23 and implement the terms of this Agreement. Such cooperation shall include, but not be limited to, execution
24 of such other documents and the taking of such other action as may reasonably be necessary to fulfill the
25 terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts
26 contemplated by this Agreement and any other efforts that may become necessary by Court order, or
27 otherwise, to effectuate this Agreement and the terms set forth herein.

1 10.9 No Admission of Liability: Neither the acceptance nor the performance by Defendant of
2 the terms of this Agreement, nor any of the related negotiations or proceedings, is or shall be claimed to
3 be, construed as, or deemed to be, an admission by Defendant of the truth of any of the allegations in the
4 Complaint, the representative character of the Action, the validity of any of the claims that were or could
5 have been asserted by Plaintiff and/or Class Members in the Action, or of any liability or guilt of Defendant
6 in the Action. Nothing in this Agreement shall be construed to be or deemed an admission by Defendant
7 of any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Class Members, or any other
8 person, and Defendant specifically disclaim any liability, culpability, negligence, or wrongdoing toward
9 Plaintiff, the Class Members, or any other person. Each of the Parties has entered into this Stipulation with
10 the intention to avoid further disputes and litigation.

11 10.10 Notices: Unless otherwise specifically provided herein, all notices, demands, or other
12 communications given hereunder shall be in writing and shall be deemed to have been duly given as of the
13 third business day after mailing by United States certified mail, return receipt requested, addressed as
14 follows:

15 To Plaintiffs and the Class:

16 Galen T. Shimoda
17 Justin P. Rodriguez
18 Renald Konini
19 Shimoda & Rodriguez Law, PC
20 9401 East Stockton Blvd., Suite 120
21 Elk Grove, CA 95624

22 David D. Bibiyan
23 Vedang J. Patel
24 Megan R. Lazar
25 **Bibiyan Law Group, PC**
26 1460 Westwood Blvd.
27 Los Angeles, California 90024

28 To Defendant:

 Nisha Verma
 Hannah R. Green
 Dorsey & Whitney LLP
 600 Anton Boulevard
 Costa Mesa, CA 92626

 10.11 Mutual Drafting of Agreement: The Parties hereto agree that the terms and conditions of
this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that

1 this Agreement shall not be construed in favor of or against any party by reason of the extent to which any
2 party or its counsel participated in the drafting of this Agreement.

3 10.12 Attorneys' Fees and Costs Limitations: Neither Class Counsel nor any other attorneys
4 acting for, or purporting to act for, the Class, Class Members, or Plaintiff, may recover or seek to recover
5 any amounts for fees, costs, or disbursements from the Releasees or the Gross Settlement Amount except
6 as expressly provided in this Agreement.

7 10.13 No Modifications: This Agreement may be amended or modified only by a written
8 instrument signed by counsel for all Parties or their successors-in-interest. This Agreement may not be
9 discharged except by performance in accordance with its terms.

10 10.14 Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and
11 represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and
12 to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
13 to effectuate its terms and to execute any other documents required to effectuate the terms of this
14 Agreement.

15 10.15 Class Member Signatories: Because the Action has not yet been certified, and the Class
16 Members are so numerous, the Parties agree that it is impossible or impractical to have each Class Member
17 sign this Agreement. It is agreed that, for purposes of seeking approval of the Agreement, this Agreement
18 may be executed on behalf of all Class Members by the Class Representatives.

19 10.16 Counterparts: This Agreement shall become effective upon its execution by all of the
20 undersigned. Plaintiff, Class Counsel, Defendant and Defendant's Counsel may execute this Agreement
21 in counterparts, and execution of counterparts shall have the same force and effect as if each had signed
22 the same instrument. Facsimile, electronic, and/or scanned copies of signatures shall have the same force
23 and effect of originals.

24 10.17 Choice of Law: The Agreement and any exhibits hereto shall be considered to have been
25 negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and the
26 rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance with,
27 and governed by, the substantive laws of the State of California without giving effect to that State's choice
28 of law principles.

1 10.18 Headings and Captions: Section titles or captions contained in the Agreement are inserted
2 as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of
3 this Agreement, or any provision thereof.

4 10.19 No Retaliation or Discouragement: The Parties agree they will take no action that could be
5 construed as retaliation against any Class Members for participating or seeking to participate in this class
6 action settlement. The Parties will not discourage any class member from participating or seeking to
7 participate in this class action settlement. This is a material term of the Agreement and non-breaching
8 Parties will seek court intervention if this provision is breached.

9 10.20 Integrated Agreement: This Agreement sets forth the entire understanding between the
10 Parties and supersedes any and all prior agreements, oral or written, pertaining to the subject matter hereof.
11 Each party acknowledges that there is no representation, inducement, promise or agreement which has been
12 made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement, which
13 is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the
14 terms of this Agreement are fully understood and voluntarily accepted by the Parties.

15 10.21 Binding on Successors and Assigns: This Agreement will be binding upon, and inure to the
16 benefit of, the successors or assigns of the Parties to this Agreement, as previously defined.

17 10.22 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the
18 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with
19 applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

20 10.23 Waiver of Compliance: No waiver of any condition or covenant contained in this
21 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply
22 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

23 10.24 Confidentiality: Class Counsel agree to maintain this settlement as confidential until the
24 motion for preliminary approval is filed. Class Counsel agree not to publicize the settlement in any manner
25 that would identify Defendant as the defendant in this Action. However, nothing in this paragraph shall be
26 interpreted to alter or limit Class Counsel's ability to effectuate notice to Settlement Class Members and
27 seek approval of the Agreement.

1 10.25 Tolling of Settlement Time: The Parties agree that the period from the date that this Mediator's
2 Proposal is executed and extending so long as the Settlement has not been revoked or the Court has granted final
3 approval of the Settlement shall not count for purposes of C.C.P. § 583.310, but rather shall extend the period in
4 time in which to try the case by such time plus an additional 6 months pursuant to C.C.P. § 583.330.

5 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized
6 attorneys, as of the day and year herein set forth.

7 **For Plaintiff:**

8 Date: 01/08/2026



Erick Holmberg II (Jan 8, 2026 11:13:38 PST)

Erick Holmberg

9
10
11 Date: _____

Kyle Neff

12
13
14 **For Defendant:**

15 Date: _____

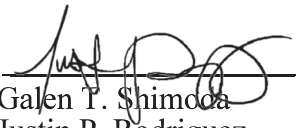
By:

For Castle Tire Disposal, LLC

16
17
18 APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

19
20 Dated: 01/08/2026

By: 

Galen T. Shimoda

Justin P. Rodriguez

Renald Konini

Attorneys for Plaintiff Holmberg and
similarly situated employees

1 10.25 Tolling of Settlement Time: The Parties agree that the period from the date that this Mediator's
2 Proposal is executed and extending so long as the Settlement has not been revoked or the Court has granted final
3 approval of the Settlement shall not count for purposes of C.C.P. § 583.310, but rather shall extend the period in
4 time in which to try the case by such time plus an additional 6 months pursuant to C.C.P. § 583.330.

5 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized
6 attorneys, as of the day and year herein set forth.

7 **For Plaintiff:**

8 Date: _____

9 _____
Erick Holmberg

10 Date: 12/10/2025

11 _____
Kyle Neff

12 Kyle Neff

13 **For Defendant:**

14 Date: _____

15 _____
By:

16 For Castle Tire Disposal, LLC

17 APPROVED AS TO FORM

18 **Shimoda & Rodriguez Law, PC**

19 Dated: _____

20 By: _____

21 Galen T. Shimoda

22 Justin P. Rodriguez

23 Renald Konini

24 Attorneys for Plaintiff Holmberg and
25 similarly situated employees
26
27
28

1 APPROVED AS TO FORM

Bibiyan Law Group, PC

2
3 Dated: 1/28/26

By: David Bibiyan
David D. Bibiyan
Vedang J. Patel
Attorneys for Plaintiff Neff and similarly
situated employees

4
5
6
7
8 APPROVED AS TO FORM

DORSEY & WHITNEY LLP

9
10
11 Dated: _____

By: _____
Nisha Verma
Hannah R. Green
Attorney for Defendant

1 10.25 Tolling of Settlement Time: The Parties agree that the period from the date that this Mediator's
2 Proposal is executed and extending so long as the Settlement has not been revoked or the Court has granted final
3 approval of the Settlement shall not count for purposes of C.C.P. § 583.310, but rather shall extend the period in
4 time in which to try the case by such time plus an additional 6 months pursuant to C.C.P. § 583.330.

5 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized
6 attorneys, as of the day and year herein set forth.

7
8 **For Plaintiff:**

9 Date: _____

Erick Holmberg

11 Date: _____

Kyle Neff

13
14 **For Defendant:**

15 Date: December 31, 2025 _____

Signed by:

816C4067C91246D...
By: ~~Chandos Mahon~~
For Castle Tire Disposal, LLC

18 APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

20 Dated: _____

By: _____
Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorneys for Plaintiff Holmberg and
similarly situated employees

1 APPROVED AS TO FORM

Bibiyan Law Group, PC

2
3 Dated: _____

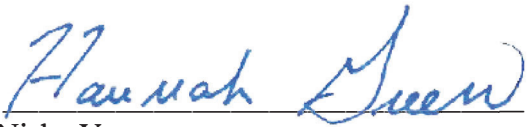
By: _____

4 David D. Bibiyan
5 Vedang J. Patel
6 Attorneys for Plaintiff Neff and similarly
7 situated employees

8 APPROVED AS TO FORM

DORSEY & WHITNEY LLP

9
10
11 Dated: January 28, 2026

By: 

12 Nisha Verma
13 Hannah R. Green
14 Attorney for Defendant
15
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27
28

EXHIBIT 1

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF SACRAMENTO

KYLE NEFF and ERICK HOLMBERG, individually and
on behalf of all other similarly situated employees,

Plaintiff,

vs.

CASTLE TIRE DISPOSAL, LLC, a Delaware Limited
Liability Company; and DOES 1 to 100, inclusive,

Defendant.

Case No. 34-2023-00336483

**NOTICE OF PROPOSED CLASS ACTION AND
PAGA SETTLEMENT, AND HEARING DATE FOR
FINAL COURT APPROVAL OF SETTLEMENT**

ATTENTION: All current and former non-exempt employees employed by Defendant in California at any time during the period from March 20, 2019, through February 15, 2024 (the “Class Members”).

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE IN OR OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

You are receiving this notice pursuant to an order from the Sacramento Superior Court (“Court”) granting Plaintiffs’ motion for preliminary approval of a Joint Stipulation Regarding Class Action and PAGA Settlement and Release (“Agreement” or “Settlement”) as fair, reasonable, and adequate. The Settlement was entered into between Plaintiffs Erick Holmberg and Kyle Neff (“Plaintiffs” or “Class Representatives”), and Defendant Castle Tire Disposal, LLC (“Defendant”) on behalf of Class Members as defined above. The terms of the Settlement are outlined herein. You are receiving this notice because Defendant’s records indicate you fall within the definition of “Class Member.” Defendant’s records also indicate that you worked [REDACTED] weeks during the applicable Class Release Period, which is March 20, 2019, through February 15, 2024, which means your total share of the settlement proceeds is estimated to be [REDACTED]. Your actual share of the settlement proceeds will vary depending on the total number of Class Members that choose to participate and the resolution of any workweek disputes as described in this notice.

The terms of the Agreement and a description of the case are identified in this notice. Pursuant to the Court’s order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

I. BACKGROUND OF THE CASE

A class action lawsuit was filed by Plaintiff Neff in Sacramento County Superior Court, Case No. 34-2023-00336483, on March 20, 2023, on behalf of himself and Class Members (“Neff Class Action”). Plaintiff Neff filed a separate lawsuit alleging a single cause of action under the Private Attorney’s General Act (“PAGA”) on June 6, 2023, in Sacramento County Superior Court, Case No. 23CV002828 (“Neff PAGA Action”). Plaintiff Holmberg filed a class action lawsuit in San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006565, on June 27, 2023, on behalf of himself and similarly situated employees (“Holmberg Class Action”). An amended complaint was filed in the Holmberg Class Action to include a claim under the PAGA for violations of the California Labor Code on October 24, 2023. The Neff Class Action, Neff PAGA Action, and Holmberg Class Action are collectively referred to as the “Actions.” On [REDACTED], Plaintiff Neff filed a First Amended Complaint in the Neff Class Action consolidating the parties, claims, causes of action, and allegations from the Actions into a single proceeding, Sacramento County Superior Court Case No. 34-2023-00336483.

In this litigation, Plaintiffs sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of themselves, Class Members, and PAGA Members. Plaintiffs alleged that Defendant violated California law by 1) failing to pay overtime wages, 2) failing to pay minimum wages, 3) failing to provide meal periods, 4) failing to provide rest periods, 5) failing to provide accurate wage statements, 6) failing to pay final wages, 7) failing to reimburse expenses, 8) failing to maintain accurate records, 9) failing to pay all wages owed, 10) failing to provide paid sick leave, 11) untimely payment of wages, and 12) failing to pay for vested vacation time. Plaintiffs alleged these violations also caused derivative liability for unfair competition, and civil penalties under the PAGA. Defendant has denied all of Plaintiffs’ allegations. The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties have participated

in a full day mediation facilitated by a neutral third party. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Agreement, Defendant continues to deny all allegations and claims. Defendant has entered into this Settlement to fully, finally, and forever resolve this Action, based on the terms set forth in the Agreement, in order to avoid the burden and expense associated with ongoing litigation.

The Agreement applies to any and all Class Members, as defined above. The Agreement also applies to PAGA Members, which are defined as all current and former non-exempt employees employed by Defendant in California at any time during the period from March 16, 2022, through February 15, 2024. If you are a Class Member, you have the opportunity to participate in the Settlement, or to exclude yourself (“opt out”) from the Settlement and this notice is to advise Class Members of how to do so. As set forth below, PAGA Members cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims regardless of whether they opt out of being a Class Member. PAGA Members will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Agreement, Defendant has agreed to pay a total sum of Four Hundred Eighty Thousand Dollars (\$480,000) (“Gross Settlement Amount”). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorney’s fees not to exceed one-third (1/3) of the Gross Settlement Amount, attorney’s costs not to exceed \$30,000, Settlement Administrator Costs estimated not to exceed \$15,000, an Enhancement Payment to the Class Representatives’ not to exceed \$10,000 each, and \$20,000 for alleged PAGA penalties (the “PAGA Payment”), which will result in a “Net Settlement Amount” for distribution to all Class Members. Any employer side taxes attributable to payments allocated as wages will be paid by Defendant in addition to the Gross Settlement Amount. As explained further below, the amount of each Class Member’s share of the Net Settlement Amount will depend on the number of weeks worked by Participating Class Members during the Class Release Period. Of the \$20,000 allocated to resolving the PAGA claims, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency and 25% of the PAGA Payment will be divided among PAGA Members.

The number of weeks you worked during the Class Release Period and your estimated total share of the Net Settlement Amount and PAGA Payment (“Individual Settlement Amount”) is stated on the first page of this notice. The actual amount received may be more or less than the amount stated depending on the actual number of weeks worked by Participating Class Members (*i.e.*, those who do not opt out of the Settlement), the resolution of any disputes regarding workweeks, and on the distributions finally approved and allocated by the Court. However, whether Class Members opt out will have no effect on PAGA Members’ allocations for the PAGA claim.

B. Individual Settlement Amounts and Allocation Between Class Members and PAGA Members

Defendant will pay Individual Settlement Amounts through the Settlement Administrator, as described below, to each Participating Class Member and to PAGA Members. All Individual Settlement Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that the amount payable to eligible Class Members from the Net Settlement Amount will be allocated and paid as 80% for disputed interest, statutory penalties, and other non-wage damages for which an IRS Forms 1099-MISC and 1099-INT will issue and 20% for disputed wages for which IRS Forms W-2 will issue. The PAGA Payment to PAGA Members will be paid as 100% for civil penalties.

Payment to Participating Class Members and PAGA Members will not require the submission of a claim form. Each Participating Class Member’s share will be determined by dividing their total weeks worked within the Class Release Period by the total weeks worked by all Participating Class Members within the Class Release Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member’s individual share of the Net Settlement Amount. Each PAGA Member’s share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Release Period by the total weeks worked by all PAGA Members within the PAGA Release Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the PAGA Member’s individual share. The PAGA Release Period is defined as March 16, 2022, through February 15, 2024. Defendant’s records indicate that you worked [REDACTED] weeks during the applicable PAGA Release Period, which means your share of the PAGA Payment is estimated to be [REDACTED]. This amount is included in your estimated Individual Settlement Amount stated on the first page of this notice, not in addition to it. You will still receive your share of the PAGA Payment even if you opt out of being a Class Member. Receipt of the Individual Settlement Amounts will not entitle any Class Member or PAGA Member

to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendant's Records and Resolution of Workweek Disputes

For each Class Member, the amount payable will be calculated by the Settlement Administrator from Defendant's records. Defendant's records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator. Defendant's records and any additional evidence will be reviewed by the Settlement Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member. If a Class Member disputes the accuracy of Defendant's records, all supporting documents evidencing additional workweeks must be submitted by the Class Member. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than [redacted]. The dispute will be resolved by the Settlement Administrator based on the records and evidence provided.

D. Release of Claims

For those Class Members who do not opt out and PAGA Members, the Agreement contains the following releases:

Class members who do not opt out will be deemed to have released [insert 1.31 text].

PAGA Members will be deemed to have released [insert 1.32 text].

The individuals released ("Released Parties") include [insert 1.33 text].

Class Members and/or PAGA Members can talk to one of the lawyers appointed as Class Counsel (listed below) for free or talk to their own lawyer if they have questions about the released claims and what they mean.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Participating in the Settlement as a Class Member

If you wish to be a Participating Class Member and believe your workweek information is accurate, **you do not need to take any further action.** Payment will be automatically made to you consistent with the terms of the Agreement and Court Order. If you wish to dispute the workweek calculation, you may follow the procedures outlined in Section II.C above. California law protects Class Members from retaliation based on their decision to participate in the Settlement.

B. Excluding Yourself from the Settlement as a Class Member

The Court will exclude you from being a Class Member if you request this by [redacted]. If you do not wish to be bound by the Settlement as a Class Member, you may request to be excluded (*i.e.*, "opt out") by submitting a timely written request to the Settlement Administrator. The request to opt-out must (a) state your full name and date of birth; (b) a statement that you do not want to be a Class Member, do not want to participate in the Settlement, and/or wants to be excluded from this Settlement; (c) identify the case name and number (*i.e. Neff v. Castle Tire Disposal LLC et al*, 34-2023-00336483); (d) be signed; and (e) be post-marked no later than [redacted]. The request to opt out must be mailed by First Class U.S. Mail, or the equivalent, to:

[admin info]

If you submit a request to opt out which is not postmarked by [redacted], your request to opt out will be rejected, and you will be bound by the release and all other terms of the Agreement. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request to opt out. Any Class Member who submits a complete and timely request to opt out shall, upon receipt by the Settlement Administrator, no longer be a Class Member and not receive their share of the Net Settlement Amount. PAGA Members cannot opt out of this Agreement and will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

C. Objection to Settlement

If you do not opt out of the Settlement, you can object to the terms of the Settlement. However, if the Court rejects your objection,

you will still be bound by the terms of the Settlement. You can ask the Court to deny approval by submitting an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. You may submit a written objection, which should (a) state your full name and date of birth; (b) provide evidence that you are, in fact, a Class Member; (c) state the reasons for the objection(s), including supporting documentation; (d) identify the case name and number (*i.e. Neff v. Castle Tire Disposal LLC et al*, 34-2023-00336483); (e) be signed; and (f) be post-marked no later than [REDACTED]. Written objections must be sent to the Settlement Administrator at the address identified in Section III.B.

Additionally, or in the alternative to sending a written objection to the Settlement Administrator, you may appear at the final approval hearing to state your objection. Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through an attorney. If you appear through your own attorney, you are responsible for paying that attorney.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

If the Court grants final approval of the Settlement, the Court will make and enter judgment consistent therewith. A notice of entry of judgment will be filed with the Court and available online at <https://prod-portal-sacramento-ca.journaltech.com/public-portal/>. The judgment, whether favorable or not, will bind all Class Members who do not request exclusion. After final approval, each and every Class Member who does not opt out of the Settlement and PAGA Member, will release Defendant and the Released Parties from the Released Class Claims and the Released PAGA Claims described above. In other words, if you were employed as a Class Member by Defendant in California during the Class Release Period, and you do not exclude yourself from the Settlement, you will be deemed to have entered into these releases and to have released the above-described claims. In addition, you will be barred from ever suing Defendant and the Released Parties with respect to the claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 22, 720 9th Street, Sacramento, California 95814 on [REDACTED] at [REDACTED] to determine whether the Agreement should be finally approved as fair, reasonable and adequate. To join by Zoom: <https://saccourt-ca.gov.zoomgov.com/my/sscdept22>. To join by phone: (833) 568-8864 / ID 16184738886. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, the Settlement Administrator Costs, and the Class Representatives' Enhancement Payment. The hearing may be continued without further notice. It is not necessary for you to appear at this hearing.

VI. ADDITIONAL INFORMATION

You may access the Complaint, Class Counsel's motion for preliminary approval, the Agreement, and any other documents required by the Court at <https://prod-portal-sacramento-ca.journaltech.com/public-portal/>. You can also contact Class Counsel or Defendant's Counsel as follows:

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733
On behalf of Plaintiff

David D. Bibiyan
Vedang J. Patel
Megan R. Lazar
Bibiyan Law Group, PC
1460 Westwood Blvd.
Los Angeles, CA 90024
Telephone: (310) 438-5555
Fax: (310) 300-1705
On behalf of Plaintiff

Nisha Verma
Hannah R. Green
Dorsey & Whitney LLP
600 Anton Boulevard
Costa Mesa, CA 92626
Tel: (714) 800-1400
Fax: (714) 800-1499
On behalf of Defendant

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL [number]

BY ORDER OF THE COURT

EXHIBIT 2

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (Cal. Bar No. 287811)

david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

Megan R. Lazar (SBN 315007)

megan@tomorrowlaw.com

8484 Wilshire Boulevard, Suite 500

Beverly Hills, California 90211

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, KYLE NEFF and
on behalf of himself and all others similarly situated

[additional counsel continued on next page]

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

KYLE NEFF and ERICK HOLMBERG,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

CASTLE TIRE DISPOSAL, LLC, a Delaware
limited liability company; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: 34-2023-00336483

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. FAILURE TO INDEMNIFY/REIMBURSE;
9. VIOLATION OF LABOR CODE § 227.3;
10. UNFAIR COMPETITION;
11. COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5,
1197.1 and 2699

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000.00]

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5
6 Attorneys for Plaintiff ERICK HOLMBERG
individually and on behalf of similarly situated employees

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1 Plaintiffs Kyle Neff (“Plaintiff Neff”) and Erick Holmberg (“Plaintiff Holmberg”) (Plaintiff
2 Neff and Plaintiff Holmberg sometimes collectively referred to as “Plaintiffs”), as aggrieved
3 employees and similarly situated to all putative class members, allege on behalf of themselves and
4 all others similarly situated, as follows:

5 **GENERAL ALLEGATIONS**

6 **INTRODUCTION**

7 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against
8 CASTLE TIRE DISPOSAL, LLC, and any of its respective subsidiaries or affiliated companies
9 within the State of California (“CASTLE” and collectively, with DOES 1 through 100, as further
10 defined below, “Defendants”) on behalf of Plaintiffs and all other current and former non-exempt
11 California employees employed by or formerly employed by Defendants (“Class Members”).

12 2. This is also a representative action, pursuant to the Labor Code Private Attorneys
13 General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Defendants,
14 as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”),
15 on behalf of Plaintiffs and all other current and former non-exempt employees of Defendants
16 working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged
17 claims for failure to comply with Labor Code section 2810.5, Labor Code section 203, Labor Code
18 section 226, Labor Code section 227.3, Labor Code section 245, *et seq.*, Labor Code section 2802,
19 restraints on competition, whistleblowing and freedom of speech on behalf of all employees of
20 Defendants working within the Civil Penalty Period (collectively, “Aggrieved Employees”).

21 **PARTIES**

22 **A. Plaintiffs**

23 3. Plaintiff Neff is a resident of the State of California. At all relevant times herein,
24 Plaintiff Neff is informed and believes, and based thereon alleges, that Defendants employed
25 Plaintiff Neff as a non-exempt employee, with duties that included, but were not limited to,
26 operating a forklift to move tires. Plaintiff Neff is informed and believes, and based thereon alleges,
27 that Plaintiffs Neff worked for Defendants from approximately July 2022 through approximately
28 September of 2022.

1 4. Plaintiff Holmberg is a resident of the State of California. At all relevant times
2 herein, Plaintiff Holmberg is informed and believes, and based thereon alleges, that Defendants
3 employed Plaintiff Holmberg as a non-exempt employee in various positions relating to the
4 processing of used tires. Plaintiff Holmberg is informed and believes, and based thereon alleges,
5 that Plaintiff Holmberg worked for Defendants from approximately March 16, 2021, through June
6 29, 2023.

7 **B. Defendants**

8 5. Plaintiffs are informed and believe and based thereon allege that CASTLE is, and at
9 all times relevant hereto was, a limited liability company organized and existing under and by virtue
10 of the laws of the State of Delaware and doing business in the County of Sacramento, State of
11 California. At all relevant times herein, CASTLE employed Plaintiffs and similarly situated
12 employees within the State of California

13 6. The true names and capacities, whether individual, corporate, associate, or otherwise,
14 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiffs,
15 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
16 Plaintiffs are informed and believe, and based thereon allege, that each of the defendants designated
17 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
18 Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and capacities
19 of the defendants designated hereinafter as DOES when such identities become known. Plaintiffs
20 are informed and believe, and based thereon allege, that each defendant acted in all respects pertinent
21 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
22 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
23 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
24 include Castle, and any of their parent, subsidiary, or affiliated companies within the State of
25 California, as well as DOES 1 through 100 identified herein.

26 **JOINT LIABILITY ALLEGATIONS**

27 7. Plaintiffs are informed and believe, and based thereon allege, that all the times
28 mentioned herein, each of the Defendants was the agent, principal, employee, employer,

1 representative, joint venture or co-conspirator of each of the other defendants, either actually or
2 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
3 employment, joint venture, and conspiracy.

4 8. All of the acts and conduct described herein of each and every corporate defendant
5 were duly authorized, ordered, and directed by the respective and collective defendant corporate
6 employers, and the officers and management-level employees of said corporate employers. In
7 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
8 their said employees, agents, and representatives, and each of them; and upon completion of the
9 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
10 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
11 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
12 aforementioned corporate employees, agents and representatives.

13 9. Plaintiffs are further informed and believe, and based thereon allege, that Individual
14 violated, or caused to be violated, the above-referenced and below-referenced Labor Code
15 provisions in violation of Labor Code section 558.1.

16 10. Plaintiffs are informed and believe, and based thereon allege, that there exists such a
17 unity of interest and ownership between Defendants, and each of them, that their individuality and
18 separateness have ceased to exist.

19 11. Plaintiffs are informed and believe, and based thereon allege that despite the
20 formation of the purported corporate existence of CASTLE, and DOES 1 through 50, inclusive (the
21 “Alter Ego Defendants”), they, and each of them, are one and the same with Individual and DOES
22 51 through 100 (“Individual Defendants”), and each of them, due to, but not limited to, the following
23 reasons:

24 A. The Alter Ego Defendants are completely dominated and controlled by the Individual
25 Defendants who personally committed the wrongful and illegal acts and violated the
26 laws as set forth in this Complaint, and who has hidden and currently hide behind the
27 Alter Ego Defendants to perpetrate frauds, circumvent statutes, or accomplish some
28 other wrongful or inequitable purpose;

- 1 B. The Individual Defendants derive actual and significant monetary benefits by and
2 through the Alter Ego Defendants' unlawful conduct, and by using the Alter Ego
3 Defendants as the funding source for the Individual Defendants' own personal
4 expenditures;
- 5 C. Plaintiffs are informed and believe, and based thereon allege, that the Individual
6 Defendants and the Alter Ego Defendants, while really one and the same, were
7 segregated to appear as though separate and distinct for purposes of perpetrating a
8 fraud, circumventing a statute, or accomplishing some other wrongful or inequitable
9 purpose;
- 10 D. Plaintiffs are informed and believe, and based thereon allege, that the business affairs
11 of the Individual Defendants and the Alter Ego Defendants are, and at all relevant
12 times mentioned herein were, so mixed and intermingled that the same cannot
13 reasonably be segregated, and the same are inextricable confusion. The Alter Ego
14 Defendants are, and at all relevant times mentioned herein were, used by the
15 Individual Defendants as mere shells and conduits for the conduct of certain of their,
16 and each of their affairs. The Alter Ego Defendants are, and at all relevant times
17 mentioned herein were, the alter egos of the Individual Defendants;
- 18 E. The recognition of the separate existence of the Individual Defendants and the Alter
19 Ego Defendants would promote injustice insofar that it would permit defendants to
20 insulate themselves from liability to Plaintiffs for violations of the Civil Code, Labor
21 Code, and other statutory violations. The corporate existence of these defendants
22 should thus be disregarded in equity and for the ends of justice because such
23 disregard is necessary to avoid fraud and injustice to Plaintiffs herein;
- 24 F. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual
25 Defendants (and vice versa), and the fiction of their separate corporate existence
26 must be disregarded;

27 12. As a result of the aforementioned facts, Plaintiffs are informed and believe, and based
28 thereon alleges that Defendants, and each of them, are joint employers.

1 **JURISDICTION AND VENUE**

2 13. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
3 of Civil Procedure section 410.10.

4 14. Venue is proper in Sacramento County, California pursuant to Code of Civil
5 Procedure sections 392, et seq. because, among other things, Sacramento County is a county where
6 the causes of action complained of herein arose; the county in which the employment relationship
7 for Plaintiff Neff began; the county in which performance of the employment contract, or part of it,
8 between Plaintiff Neff and Defendants was due to be performed; the county in which the
9 employment contract, or part of it, between Plaintiff Neff and Defendants was actually performed;
10 and the county in which Defendants, or some of them, reside. Moreover, the unlawful acts alleged
11 herein have a direct effect on Plaintiff Neff, Class Members, and Aggrieved Employees in
12 Sacramento County, and because Defendants employed numerous Class Members and Aggrieved
13 Employees in Sacramento County.

14 15. Plaintiffs are “aggrieved employees” under PAGA, as Plaintiffs were employed by
15 Defendants during the applicable statutory period and suffered one or more of the Labor Code
16 violations set forth herein. Accordingly, Plaintiffs seek to recover civil penalties, as the term “civil
17 penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code
18 Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* plus reasonable
19 attorneys’ fees and costs, for Plaintiffs and all other aggrieved current and former employees of
20 Defendants during the Civil Penalty Period.

21 16. Specifically, Plaintiffs seek to recover PAGA civil penalties through a representative
22 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
23 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
24 PAGA allegations described herein is not required.

25 17. During the period beginning one (1) year preceding the provision of notice to the
26 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
27 Defendants violated, *inter alia*, Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 223,
28

225, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, *et seq.*, 256, 432, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198.5, 2699, 2802, and 2810.5, among others.

18. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees such as Plaintiffs, on behalf of Plaintiffs and all other aggrieved current and former employees within the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures specified in Labor Code section 2699.3.

19. On or around March 16, 2023, Plaintiff Neff provided written notice pursuant to Labor Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants' violation of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as by certified mail, with return receipt requested to Defendants, and each of them. Plaintiff Neff also provided Defendants, and each of them, with notice under Labor Code section 2810.3, subdivision (d) that Plaintiff Neff would seek to hold them liable for each other's wage and hour violations under Labor Code section 2810.3 on March 16, 2023, by certified mail with return receipt requested.

20. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65) calendar days of the March 16, 2023, postmarked date of the herein-described notice sent by Plaintiff Neff to the LWDA and Defendants.

21. Plaintiff Holmberg sought permission pursuant to California Labor Code section 2699 *et seq.* to pursue PAGA claims against Defendants as a Private Attorney General on behalf of himself and other similarly situated employees. Pursuant to California Labor Code section 2699.3, Plaintiff Holmberg gave written notice via online submission to the LWDA on approximately June 16, 2023. Plaintiff Holmberg provided facts and legal bases for his claims within the notice to the LWDA on all violations asserted under the Private Attorneys General Act. Plaintiff Holmberg also submitted the \$75.00 filing fee. The June 16, 2023, notice was also sent via certified mail to Defendants on the same day. To date, the LWDA has not provided any response to Plaintiff Holmberg's notice correspondence. Accordingly, Plaintiff Holmberg has exhausted all administrative remedies and may bring this action on behalf of himself and all similarly situated

employees, *i.e.* Aggrieved Employees. *See* Cal. Lab. Code § 2699.3(a)(2)(A), (c)(3); *Caliber Bodyworks, Inc., v. Sup. Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19 (2005).

FACTUAL BACKGROUND

22. Defendants operate a tire recycling and resale business with locations in Stockton, Clear Lake, Redding, Los Angeles, and Sacramento. Over the course of their employment Plaintiffs, Class Members, and Aggrieved Employees held various positions relating to the processing of used tires, including, but not limited to, Laborer/Material Handler, Trailer Unloader/Processing, Route Helper, and Yard Dog. At all times, Plaintiffs, Class Members, and Aggrieved Employees were paid a base hourly rate plus various non-discretionary incentives relating to the processing of tires and the type of shifts worked. For example, Plaintiffs, Class Members, and Aggrieved Employees were paid \$10 per trailer they filled with tires for resale. Plaintiffs, Class Members, and Aggrieved Employees also received yearly bonuses that Defendants labeled as profit sharing. However, the shares ultimately paid to Plaintiffs, Class Members, and Aggrieved Employees were based on factors such as attendance, quality and quantity of work, the rate of production by an employee, and the employee's continued employment. Defendants also paid shift differentials depending on the type of shift (*e.g.* day, swing, night) that employees worked. Although Defendants paid these non-discretionary amounts to Plaintiffs, Class Members, and Aggrieved Employees in addition to their base hourly rates, Defendants failed to include the value of this extra compensation when calculating Plaintiff and similarly situated employees' regular rate of pay for premium wage payments. This included the failure to pay the correct rate for overtime, meal and/or rest period premiums, and sick leave wages. There were also several occasions where Defendants simply refused to pay the incentive compensation even though Plaintiffs, Class Members, and Aggrieved Employees had performed the required tasks, such as loading the requisite amount of trailers.

23. Defendants utilized rounding when calculating Plaintiffs', Class Members', and Aggrieved Employees' hours worked. Although Defendants had the ability to, and in fact did, record the amount of time Plaintiffs, Class Members, and Aggrieved Employees worked down to the minute, it paid in increments of a quarter hour. Defendants maintained policies and procedures that prohibited Plaintiffs, Class Members, and Aggrieved Employees from clocking in prior to seven

1 minutes before the start of their shift, resulting in the systematic rounding down of Plaintiffs', Class
2 Members', and Aggrieved Employees' hours worked.

3 24. For at least four (4) years prior to the filing of this action and continuing to the
4 present, Defendants have, at times, failed to pay overtime and minimum wages to Plaintiffs, Class
5 Members, and Aggrieved Employees, or some of them, in violation of California state wage and
6 hour laws as a result of, without limitation, Plaintiffs, Class Members, and Aggrieved Employees
7 working over eight (8) hours per day, forty (40) hours per week, and seven consecutive work days
8 in a work week without being properly compensated for hours worked in excess of (8) hours per
9 day in a work day, forty (40) hours per week in a work week, and/or hours worked on the seventh
10 consecutive work day in a work week by, among other things, failing to accurately track and/or pay
11 for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock,
12 including, without limitation, by requiring employees: to remain on-call, to suffer under Defendants'
13 control to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock
14 out for meal periods and continue working, to don and doff uniforms and/or safety equipment off
15 the clock, to attend company meetings off the clock, to make phone calls or drive off the clock;
16 failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay,
17 meal allowances, and other forms of remuneration into the regular rate of pay for the pay periods
18 where overtime was worked and the additional compensation was earned for the purpose of
19 calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or
20 manipulation of time entries to show less hours than actually worked, and for paying straight pay
21 instead of overtime pay, to the detriment of Plaintiffs, Class Members, and Aggrieved Employees.

22 25. For at least four (4) years prior to the filing of this Action and continuing to the
23 present, Defendants have, at times, failed to provide Plaintiffs, Class Members, and Aggrieved
24 Employees, or some of them, full, timely thirty (30) minute uninterrupted meal period for days on
25 which they worked more than five (5) hours in a work day and a second thirty (30) minute
26 uninterrupted meal period for days on which they worked in excess of ten (10) hours in a work day,
27 and failing to provide compensation for such unprovided meal periods as required by California
28 wage and hour laws. Defendants had and have a policy or practice of failing to provide Plaintiffs

1 and other Class Members and Aggrieved Employees a thirty (30) minute uninterrupted, timely, and
2 complete meal period for days on which the employee worked in excess of five (5) and ten (10)
3 hours per day without being afforded uninterrupted, timely, and complete 30-minute meal periods
4 or compensation in lieu thereof including, without limitation, by interrupting meal periods; not
5 providing timely meal periods; failing to provide first and second meal periods; providing short
6 meal periods; requiring that employees carry cellular telephones or walkie-talkies during meal
7 periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal
8 periods; and/or auto-deducting meal periods that could not be auto-deducted by law or during which
9 employees worked, as required by California wage and hour laws.

10 26. For at least four (4) years prior to the filing of this action and continuing to the
11 present, Defendants have, at times, failed to authorize and permit Plaintiffs, Class Members, and
12 Aggrieved Employees, or some of them, to take rest periods of at least ten (10) minutes per four (4)
13 hours worked or major fraction thereof and failed to provide compensation for such unprovided rest
14 periods as required by California wage and hour laws. At all relevant times mentioned herein,
15 Defendants had and have a policy or practice of failing to provide Plaintiffs and other Class
16 Members and Aggrieved Employees paid, uninterrupted, timely, and complete rest periods of at
17 least ten (10) minutes per four (4) hours worked or major fractions thereof, or compensation in lieu
18 thereof, including, without limitation, by failing to provide rest periods all together; requiring that
19 they be bundled together and/or with meal periods; interrupting them; requiring that employees carry
20 cellular telephones or walkie-talkies during rest periods not providing them in a timely fashion; and
21 not permitting employees to leave the premises; and/or otherwise requiring on-duty/on-call rest
22 periods, as required by California wage and hour laws.

23 27. For at least three (3) years prior to the filing of this action and continuing to the
24 present, Defendants have, at times, failed to pay Plaintiffs, Class Members, and Aggrieved
25 Employees, or some of them, the full amount of their wages owed to them upon termination and/or
26 resignation as required by Labor Code sections 201 and 202, including for, without limitation,
27 failing to pay overtime wages, minimum wages, premium wages, and vacation pay pursuant to
28 Labor Code section 227.3.

1 28. For at least one (1) year prior to the filing of this Action and continuing to the present,
2 Defendants have, at times, failed to furnish Plaintiffs, Class Members, and Aggrieved Employees,
3 or some of them, with itemized wage statements that accurately reflect gross wages earned; total
4 hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the
5 corresponding number of hours worked at each hourly rate; the name and address of the legal entity
6 that is the employer; the name and address of the entity securing the services of the farm labor
7 contractor who employed Plaintiffs, Class Members, and Aggrieved Employees; and other such
8 information as required by Labor Code section 226, subdivision (a). As a result thereof, Defendants
9 have further failed to furnish employees with an accurate calculation of gross and gross wages
10 earned, as well as gross and net wages paid.

11 29. At all relevant times mentioned herein, Defendants had and have a policy or practice
12 of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
13 Plaintiffs and other Class Members and Aggrieved Employees with documents signed to obtain or
14 hold employment under Labor Code section 432, personnel records under Labor Code section
15 1198.5, and time records under Labor Code section 1174, making it difficult for Plaintiffs and other
16 Class Members and Aggrieved Employees to calculate their unpaid wages and/or premium
17 payments, to the detriment of Plaintiff sand other Class Members and Aggrieved Employees.

18 30. For at least one (1) year prior to the filing of this action and continuing to the present,
19 Defendants have, at times, failed to pay Plaintiffs, Class Members, and Aggrieved Employees, or
20 some of them, the full amount of their wages for labor performed in a timely fashion as required
21 under Labor Code section 204.

22 31. For at least three (3) years prior to the filing of this action and continuing to the
23 present, Defendants have, at times, failed to indemnify Class Members, or some of them, for the
24 costs incurred in using cellular phones for work-related purposes necessary to perform work duties.
25 At all relevant times mentioned herein, Defendants have had a policy or practice of failing and
26 refusing, and continue to fail and refuse, to reimburse employees, including, without limitation,
27 Plaintiffs and other Class Members and Aggrieved Employees, with their costs incurred for driving
28 personal vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other

1 deposits, separately laundering mandatory uniforms, for the purchase of tools and safety equipment,
2 for the purchase and maintenance of cellular phones and cellular phone plans, in direct consequence
3 of the discharge of their duties, or of their obedience to the directions of Defendants, as required by
4 Labor Code 2802. Defendants did not provide cell phones to Plaintiffs, Class Members, and
5 Aggrieved Employees. Instead, Defendants required Plaintiffs, Class Members, and Aggrieved
6 Employees to utilize their personal cell phones to maintain communication regarding the status of
7 their work, their schedules, and various other work-related communications that needed to be made
8 during the day while Plaintiffs, Class Members, and Aggrieved Employees were stationed all over
9 the processing facilities, trailers, and/or warehouses. The communications occurred throughout the
10 day and Defendants did not reimburse Plaintiffs, Class Members, and Aggrieved Employees for any
11 portion of their cell phone bills.

12 32. For at least three (3) years prior to the filing of the action and continuing to the
13 present, Defendants have, at times, failed to return interest on deposits made by Plaintiffs, Class
14 Members, and Aggrieved Employees, or some of them, for uniforms.

15 33. For at least four (4) years prior to the filing of this action and continuing to the
16 present, Defendants have had a consistent policy of failing to provide Plaintiffs and similarly
17 situated employees or former employees within the State of California with compensation at their
18 final rate of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

19 34. At all relevant times mentioned herein, Defendants have had a policy or practice of
20 failing to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft
21 Protection Act of 2011) by, among other things, failing to provide Plaintiffs and other Class
22 Members and Aggrieved Employees with the rates of pay and overtime rates of pay applicable to
23 their employment; allowances claimed as part of the minimum wage; the regular payday designated
24 by Defendants; the name, address, and telephone number of the workers' compensation insurance
25 carrier; information regarding paid sick leave; and other pertinent information required to be
26 disclosed by Defendants under Labor Code section 2810.5.

27 35. At all relevant times mentioned herein, Defendants failed to provide Plaintiffs and
28 other Class Members and Aggrieved Employees with the amount of paid sick leave required to be

1 provided pursuant to California law (including, without limitation Labor Code section 245, *et seq.*),
2 and also did not permit its use upon request as contemplated under California laws, to the detriment
3 of Plaintiffs and all other Class Members and Aggrieved Employees.

4 36. At all relevant times mentioned herein, Defendants had and have a policy or
5 practice of preventing Plaintiffs, Class Members, and/or Aggrieved Employees from using
6 or disclosing the skills, knowledge and experience they obtained at Defendants for purposes
7 of competing with Defendants, including, without limitation, preventing Employees from
8 disclosing their wages in negotiating a new job with a prospective employer, and from
9 disclosing who else works at Defendants and under what circumstances that they might be
10 receptive to an offer from a rival employer. Plaintiffs are informed and believe that this
11 policy and/or practice violates Business and Professions Code sections 17200, 16600 and
12 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code
13 sections 232, 232.5, and 1197.5, subdivision (k).

14 37. Defendants had and have a policy or practice of preventing Plaintiffs and/or other
15 Aggrieved Employees from disclosing violations of state and federal law, either within Defendants
16 to their managers or outside to private attorneys or government officials, among others, in violation
17 of Business and Professions Code section 17200, and, thus, in violation of Labor Code section
18 1102.5. In addition, Plaintiffs are informed and believe that Defendants' herein-described policies
19 and/or practices prevent Plaintiffs, Class Members, and/or other Aggrieved Employees from
20 disclosing information about unsafe or discriminatory working conditions, or about wage and hour
21 violations in violation of Labor Code section 232 and 232.5.

22 38. Defendants had and have a policy or practice of preventing Plaintiffs, Class
23 members, and/or other Aggrieved Employees from engaging in lawful conduct during non-work
24 hours, thus violating state statutes entitling employees to disclose wages, working conditions, and
25 illegal conduct, including, without limitation, Labor Code sections 96, subdivision (k), 98.6, 232,
26 232.5, and 1197.5, subdivision (k). Plaintiffs are informed and believe that this lawful conduct
27 includes the exercise of Plaintiffs', Class Members', and/or other Aggrieved Employee's
28 constitutional rights of freedom of speech and economic liberty

39. Plaintiff, on their own behalf and on behalf of Class Members, brings this action pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.2, 226.7, 510, 512, 1194, 1194.2, 1197, 2802, 2810.3, *et seq.*, and California Code of Regulations, Title 8, section 11040, seeking overtime wages, minimum wages, payment of premium wages for missed meal and rest periods, failure to pay timely wages, waiting time penalties, wage statement penalties, failure to indemnify work-related expenses, other such provisions of California law, and reasonable attorneys' fees and costs.

40. Plaintiffs, in Plaintiffs' representative capacity, seek civil penalties under Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate the California Labor Code as described above, including on behalf of Plaintiffs and other Aggrieved Employees pursuant to PAGA

41. Plaintiff, on Plaintiffs' own behalf and on behalf of Class Members, pursuant to Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s) prohibiting Defendants from further violating the Labor Code and requiring the establishment of appropriate and effective means to prevent further violations, as well as all monies owed but withheld and retained by Defendants to which Plaintiffs, Class Members, and Aggrieved Employees are entitled, as well as restitution of amounts owed.

CLASS ACTION ALLEGATIONS

42. Plaintiffs bring the First through Tenth Causes of Action on behalf of Plaintiffs and Class Members as a class action pursuant to Code of Civil Procedure section 382. Plaintiffs seek to represent a class of all current and former non-exempt employees of Defendants within the State of California at any time commencing four (4) years preceding the filing of this lawsuit up until the time that notice of the class action is provided to Class Members.

43. Plaintiffs reserve the right under California Rule of Court rule 3.765, subdivision (b) to amend or modify the class description with greater specificity, further divide the defined class into subclasses, and to further specify or limit the issues for which certification is sought.

1 44. This action has been brought and may properly be maintained as a class action under
2 the provisions of Code of Civil Procedure section 382 because there is a well-defined community
3 of interest in the litigation and the proposed Class is easily ascertainable.

4 **A. Numerosity**

5 45. The potential Class Members as defined are so numerous that joinder of all the
6 members of the Class is impracticable. Plaintiffs are informed and believe that there are over
7 seventy-five (75) Class Members employed by Defendants within the State of California.

8 46. Accounting for employee turnover during the relevant periods necessarily increases
9 this number. Plaintiffs allege Defendants' employment records would provide information as to the
10 number and location of all Class Members. Joinder of all members of the proposed Class is not
11 practicable.

12 **B. Commonality**

13 47. There are questions of law and fact common to Class Members. These common
14 questions include, but are not limited to:

- 15 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
16 worked at a proper overtime rate of pay?
- 17 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
18 for all other time worked at the employee's regular rate of pay and a rate of pay that
19 is greater than the applicable minimum wage?
- 20 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting
21 Class Members to take compliant meal periods?
- 22 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
23 with additional wages for missed or interrupted meal periods?
- 24 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting
25 Class Members to take compliant rest periods?
- 26 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
27 with additional wages for missed rest periods?
- 28

- 1 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
2 Members upon termination or resignation all wages earned?
- 3 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
4 section 203?
- 5 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
6 Class Members with accurate wage statements?
- 7 J. Did Defendants fail to pay Class Members in a timely fashion as required under
8 Labor Code section 204?
- 9 K. Did Defendants fail to indemnify Class Members for all necessary expenditures or
10 losses incurred in direct consequence of the discharge of their duties or by obedience
11 to the directions of Defendants as required under Labor Code section 2802?
- 12 L. Did Defendants violate Labor Code section 227.3 by not providing Class Members
13 with compensation at their final rate of pay for vested paid vacation time?
- 14 M. Whether Defendants failed to correctly calculate the regular rate of pay for premium
15 wage purposes such as overtime, double time, meal and rest period premiums, and
16 sick leave wages.
- 17 N. Did Defendants violate the Unfair Competition Law, Business and Professions Code
18 section 17200, *et seq.*, by their unlawful practices as alleged herein?
- 19 O. Are Class Members entitled to restitution of wages under Business and Professions
20 Code section 17203?
- 21 P. Are Class Members entitled to costs and attorneys' fees?
- 22 Q. Are Class Members entitled to interest?

23 C. **Typicality**

24 48. The claims of Plaintiffs herein alleged are typical of those claims which could be
25 alleged by any Class Members, and the relief sought is typical of the relief which would be sought
26 by each Class Member in separate actions. Plaintiffs and Class Members sustained injuries and
27 damages arising out of and caused by Defendants' common course of conduct in violation of laws
28 and regulations that have the force and effect of law and statutes as alleged herein.

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49. Plaintiffs will fairly and adequately represent and protect the interest of Class members. Counsel who represents Plaintiffs are competent and experienced in litigating wage and hour class actions.

E. Superiority of Class Action

50. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to Class Members predominate over any questions affecting only individual Class Members. Class Members, as further described therein, have been damaged and are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the violation of the Labor Code at times, as set out herein.

51. Class action treatment will allow Class Members to litigate their claims in a manner that is most efficient and economical for the parties and the judicial system. Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

FIRST CAUSE OF ACTION

(Failure to Pay Overtime Wages – Against All Defendants)

52. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

53. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable Wage Orders.

54. At all times relevant to this Complaint, Labor Code section 510 was in effect and provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in the workday and any work in excess of forty hours in any one workweek . . . shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.”

55. At all times relevant to this Complaint, Labor Code section 510 further provided that any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice

1 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any
2 seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of
3 pay.”

4 56. Four (4) years prior to the filing of the Complaint in this Action through the present,
5 Plaintiffs and Class Members, at times, worked for Defendants during shifts that consisted of more
6 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
7 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a
8 result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours
9 actually worked at the proper overtime rate of pay; engaging, suffering, or permitting employees to
10 work off the clock, including, without limitation, by requiring employees to complete pre-shift tasks
11 before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue
12 working, to make phone calls off the clock; failing to include all forms of remuneration, including
13 piece rate compensation, non-discretionary bonuses, incentive pay, meal allowances, and other
14 forms of remuneration into the regular rate of pay for the workweeks in which overtime was worked
15 and the additional compensation was earned for the purpose of calculating the overtime rate of pay;
16 detrimental rounding of employee time entries, editing and/or manipulation of time entries to show
17 less hours than actually worked, and for paying straight pay instead of overtime pay to the detriment
18 of Employee and other aggrieved employees, to the detriment of Plaintiffs and Class Members.

19 57. Accordingly, by requiring Plaintiffs and Class Members to, at times, work greater
20 than eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays
21 without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on
22 occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and
23 applicable IWC Wage Orders, and California law.

24 58. As a result of the unlawful acts of Defendants, Plaintiffs and Class Members have
25 been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery,
26 plus interest and penalties thereon, attorneys’ fees and costs, pursuant to Labor Code section 1194
27 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

1 **SECOND CAUSE OF ACTION**

2 **(Failure to Pay Minimum Wages – Against All Defendants)**

3 59. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
4 preceding paragraphs as though fully set forth hereat.

5 60. At all relevant times, Plaintiffs and Class Members were employees or former
6 employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

7 61. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiffs and
8 Class Members were entitled to receive minimum wages for all hours worked or otherwise under
9 Defendants' control.

10 62. For four (4) years prior to the filing of the Complaint in this Action through the
11 present, Defendants failed, at times, to accurately track and/or pay for all hours actually worked at
12 their regular rate of pay that is above the minimum wage; engaging, suffering, or permitting
13 employees to work off the clock, including, without limitation, by requiring employees to complete
14 pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods
15 and continue working, to make phone calls off the clock; detrimental rounding of employee time
16 entries, editing and/or manipulation of time entries to show less hours than actually worked; failing
17 to track and pay for all nonproductive time and failing to accurately track and pay for rest and
18 recovery periods that is separate and apart from any piece rare compensation, to the detriment of
19 Plaintiffs and Class Members.

20 63. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
21 suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages
22 for all hours worked or otherwise due.

23 64. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure
24 sections 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled
25 to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated
26 damages, reasonable attorneys' fees and costs of suit.

1 **THIRD CAUSE OF ACTION**

2 **(Failure to Provide Meal Periods – Against All Defendants)**

3 65. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
4 preceding paragraphs as though fully set forth hereat.

5 66. At all relevant times, Plaintiffs and Class Members were employees or former
6 employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

7 67. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall
8 employ an employee for a work period of more than five (5) hours without a timely meal break of
9 not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.
10 Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours
11 per day without providing the employee with a second timely meal period of not less than thirty (30)
12 minutes in which the employee is relieved of all of his or her duties.

13 68. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
14 with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission,
15 the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate
16 of compensation for each workday that the meal period is not provided.

17 69. For four (4) years prior to the filing of the Complaint in this Action through the
18 present, Plaintiffs and Class Members were, at times, not provided complete, timely 30-minute,
19 duty-free uninterrupted meal periods every five hours of work without waiving the right to take
20 them, as permitted. Moreover, at times, Defendants failed to provide one (1) additional hour of pay
21 at the Class Member's regular rate of compensation on the occasions that Class Members were not
22 provided compliant meal periods.

23 70. By their failure to provide Plaintiffs and Class Members compliant meal periods as
24 contemplated by Labor Code section 512, among other California authorities, and failing, at times,
25 to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully
26 violated the provisions of Labor Code section 512 and applicable Wage Orders.

71. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

72. Plaintiffs and Class Members are entitled to recover the full amount of their unpaid additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

FOURTH CAUSE OF ACTION

(Failure to Provide Rest Periods – Against All Defendants)

73. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

74. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by applicable Wage Orders.

75. California law and applicable Wage Orders require that employers "authorize and permit" employees to take ten (10) minute rest periods in about the middle of each four (4) hour work period "or major fraction thereof." Accordingly, employees who work shifts of three and-a-half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes of paid rest period, and employees who work shifts of more than ten (10) hours must be provided thirty (30) minutes of paid rest period.

76. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

77. For four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiffs and Class Members were, at times, not authorized or permitted to take complete, timely 10-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class

1 Member's regular rate of compensation on the occasions that Class Members were not authorized
2 or permitted to take compliant rest periods.

3 78. By their failure, at times, to authorize and permit Plaintiffs and Class Members to
4 take rest periods contemplated by California law, and one (1) additional hour of pay at the
5 employee's regular rate of compensation for such unprovided rest periods, as alleged above,
6 Defendants willfully violated the provisions of Labor Code section 226.7 and applicable Wage
7 Orders.

8 79. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
9 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
10 owed for rest periods that they were not authorized or permitted to take.

11 80. Plaintiffs and Class Members are entitled to recover the full amount of their unpaid
12 additional pay for unprovided compliant rest periods, in amounts to be determined at trial, plus
13 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
14 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

15 **FIFTH CAUSE OF ACTION**

16 **(Failure to Pay All Wages Due Upon Termination – Against All Defendants)**

17 81. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
18 preceding paragraphs as though fully set forth hereat.

19 82. At all relevant times, Plaintiffs and Class Members were employees or former
20 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable
21 Wage Orders.

22 83. Pursuant to Labor Code sections 201 and 202, Plaintiffs and Class Members were
23 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
24 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to
25 discharge immediately upon termination. Class Members who resigned were entitled to payment
26 of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
27 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
28 unpaid at the time of resignation.

84. Plaintiffs are informed and believes and based thereon allege, that in the three (3) years before the filing of the Complaint in this Action through the present, Defendants, due to the failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiffs and Class Members all wages earned prior to resignation or termination in accordance with Labor Code sections 201 or 202.

85. Plaintiffs are informed and believe Defendants' failure, at times, to pay Plaintiffs and Class Members all wages earned prior to termination or resignation in accordance with Labor Code sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiffs and Class Members at the time of termination in accordance with Labor Code sections 201 and 202, but intentionally adopted policies or practices incompatible with the requirements of Labor Code sections 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination or resignation..

86. Pursuant to Labor Code section 203, Plaintiffs and Class Members are entitled to waiting time penalties from the date their earned and unpaid wages were due, upon termination or resignation, until paid, up to a maximum of thirty (30) days.

87. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned prior to termination or resignation.

88. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover waiting time penalties, interest, and their costs of suit, as well.

SIXTH CAUSE OF ACTION

(Failure to Provide Accurate Wage Statements – Against All Defendants)

89. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

90. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

1 91. Pursuant to Labor Code section 226, subdivision (a), Plaintiffs and Class Members
2 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
3 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
4 wages earned; all applicable hourly rates in effect during the pay period and the corresponding
5 number of hours worked at each hourly rate; and the name and address of the legal entity that is the
6 employer; and the name and address of the entity securing the services of the farm labor contractor
7 who employed Plaintiffs and Class Members, among other things. Further, Labor Code section
8 226.2 requires that wage statements also include the total compensation earned for piece rate work
9 performed, total compensation for nonproductive work performed, total compensation for rest and
10 recovery periods, the total hours of nonproductive time worked and the rate of pay therefore, the
11 total hours of rest and recovery periods taken and the rate of pay therefore, the total amount of
12 overtime wages earned, and the proper overtime rate(s) of pay.

13 92. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed
14 to provide Plaintiffs and Class Members accurate itemized wage statements pursuant to Labor Code
15 sections 226, subdivision (a) and 226.2, subdivisions (a)(2)(A-B) on each and every wage statement
16 that should have been provided, including by failing to itemize and/or pay all nonproductive time
17 and rest and recovery time for each.

18 93. Plaintiffs are informed and believe, and based thereon allege, that in the one (1) year
19 before the filing of the Complaint in this Action through the present, Defendants failed to comply
20 with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their
21 failure, at times, to furnish Plaintiffs and Class Members with accurate itemized statements that
22 accurately reflect, among other things, gross wages earned; total hours worked; net wages earned;
23 all applicable hourly rates in effect during the pay period and the corresponding number of hours
24 worked at each hourly rate; applicable piece rates in effect during the pay period and the
25 corresponding number of pieces earned; the name and address of the legal entity that is the employer;
26 name and address of the entity securing the services of the farm labor contractor who employed
27 Plaintiffs and Class Members; the total hours of compensable rest and recovery periods; the total
28 hours of nonproductive time, and other such information as required by Labor Code sections 226,

1 subdivision (a) and 226.2. Defendants' failure to, at times, provide Plaintiffs and Class Members
2 with accurate wage statements was knowing, intentional, and willful. Defendants had the ability to
3 provide Plaintiffs and the other Class Members with accurate wage statements, but, at times,
4 willfully provided wage statements that Defendants knew were not accurate.

5 94. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
6 suffered injury. The absence of accurate information on Class Members' wage statements at times
7 has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and
8 mathematical computations to determine the amount of wages owed; causes difficulty and expense
9 in attempting to reconstruct time and pay records; and led to submission of inaccurate information
10 about wages and amounts deducted from wages to state and federal governmental agencies, among
11 other things.

12 95. Pursuant to Labor Code section 226, subdivision (e), Plaintiffs and Class Members
13 are entitled to recover \$50 for the initial pay period during the period in which violation of Labor
14 Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent
15 pay period, not to exceed an aggregate \$4,000.00 per employee.

16 96. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
17 Procedure section 1032, Civil Code section 3287, Plaintiffs and Class Members are entitled to
18 recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable
19 attorneys' fees, and costs of suit.

20 **SEVENTH CAUSE OF ACTION**

21 **(Failure to Timely Pay Wages During Employment – Against All Defendants)**

22 97. Plaintiffs reallege each and every allegation set forth in the preceding paragraphs and
23 incorporate each by reference as though fully set forth hereat.

24 98. At all relevant times, Plaintiffs and Class Members were employees or former
25 employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.

26 99. Labor Code section 204 provides that “[l]abor performed between the 1st and 15th
27 days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month
28 during which the labor was performed, and labor performed between the 16th and the last day,

1 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
2 month.”

3 100. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
4 independent and apart from, any other penalty provided in this article, every person who fails to pay
5 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
6 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
7 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
8 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
9 percent of the amount unlawfully withheld.”

10 101. Plaintiffs are informed and believe, and based thereon allege, that in the one (1) year
11 before the filing of the Complaint in this Action through the present, Defendants employed policies
12 and practices that resulted in, at times, not paying Plaintiffs and Class Members in accordance with
13 Labor Code section 204.

14 102. Pursuant to Labor Code section 210, Plaintiffs and Class Members are entitled to
15 recover penalties for Defendants’ violations of Labor Code section 204, in the amount of one
16 hundred dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200)
17 for each subsequent violation in connection with each payment that was made in violation of Labor
18 Code section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

19 103. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
20 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recovery of
21 penalties, interest, and their costs of suit, as well.

22 **EIGHTH CAUSE OF ACTION**

23 **(Violation of Labor Code § 2802 – Against All Defendants)**

24 104. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
25 preceding paragraphs as though fully set forth hereat.

26 105. At all relevant times, Plaintiffs and Class Members were employees or former
27 employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.
28

1 106. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify
2 his or her employee for all necessary expenditures or losses incurred by the employee in direct
3 consequence of the discharge of his or her duties . . .”

4 107. For three (3) years prior to the filing of the Complaint in this Action through the
5 present, Defendants required Plaintiffs and Class Members, or some of them, to incur, at times,
6 necessary expenditures or losses in direct consequence of the discharge of their duties or at the
7 obedience to the directions of Defendants that included, without limitation: purchasing and using
8 cellular phones for work-related purposes.

9 108. During that time period, Plaintiffs are informed and believe, and based thereon allege
10 that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiffs and
11 Class Members for those losses and/or expenditures.

12 109. As a result of Defendants’ unlawful conduct, Plaintiffs and Class Members have
13 suffered damages in an amount subject to proof, to the extent they were not reimbursed for the
14 herein-described losses and/or expenditures.

15 110. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
16 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover
17 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys’ fees and
18 costs of suit.

19 **NINTH CAUSE OF ACTION**

20 **(Violation of Labor Code § 227.3 – Against All Defendants)**

21 111. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
22 preceding paragraphs of this Complaint as though fully set forth hereat.

23 112. According to Labor Code section 227.3, whenever a contract of employment or
24 employer policy provides for paid vacations, and an employee is terminated without having taken
25 off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in
26 accordance with such contract of employment or employer policy respecting eligibility or time
27 served.
28

113. Plaintiffs are informed and believe, and based thereon allege that, at all times relevant hereto, Defendants promulgated and maintained a uniform policy providing for paid vacations, and that Plaintiffs' employment contract with Defendants included paid vacations.

114. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have had a consistent policy of failing to provide Plaintiffs and similarly situated employees or former employees within the State of California with compensation at their final rate of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

115. As a proximate result of Defendants' failure to pay vested vacation at the final rate of Plaintiffs and Class Members upon their resignation or termination, Defendants violated Labor Code section 227.3, entitling Plaintiffs and Class Members to all vested and unused vacation pay at their final rate of pay, as set out in Defendants' policy or the contract of employment between Plaintiffs and Class Members, on the one hand, and Defendants, on the other hand.

116. As a further proximate result of Defendants' above-described acts and/or omissions, Plaintiffs and Class Members are entitled to recover reasonable attorneys' fees, costs of suit and prejudgment interest.

TENTH CAUSE OF ACTION

(Unfair Competition – Against All Defendants)

117. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

118. Plaintiffs are informed and believe, and based thereon allege, that the unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business and Professions Code section 17200. Due to their unlawful business practices in violation of the Labor Code, Defendants have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their obligations to compensate employees in accordance with the Labor Code.

119. As a result of Defendants' unfair competition as alleged herein, Plaintiffs and Class Members have suffered injury in fact and lost money or property.

120. Pursuant to Business and Professions Code section 17203, Plaintiffs and Class Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor Code and requiring the establishment of appropriate and effective means to prevent further violations, as well as restitution of all wages and other monies owed to them under the Labor Code, including interest thereon, in which they had a property interest and which Defendants nevertheless failed to pay them and instead withheld and retained for themselves. Restitution of the money owed to Plaintiffs and Class Members is necessary to prevent Defendants from becoming unjustly enriched by their failure to comply with the Labor Code.

121. Plaintiffs and Class Members are entitled to costs of suit under Code of Civil Procedure section 1032 and interest under Civil Code section 3287.

ELEVENTH CAUSE OF ACTION

(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All Defendants)

122. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the preceding paragraphs as though fully set forth hereat.

Civil Penalties Under Labor Code § 210

123. At all relevant times herein, Labor Code section 204, requires and required that: “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.”

124. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

1 125. At all relevant times herein, Defendants have had a consistent policy or practice of
2 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
3 per Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiff and other
4 Aggrieved Employees are entitled to recover civil penalties for Defendants' violations of Labor
5 Code section 204, in the amount of one hundred dollars (\$100) for each Aggrieved Employee for
6 each initial violation per employee, and two hundred dollars (\$200) for each Aggrieved Employee
7 for each subsequent violation in connection with each payment that was made in violation of Labor
8 Code section 204.

9 Civil Penalties Under Labor Code § 226.3

10 126. Defendants had and have a policy or practice of failing to comply with Labor Code
11 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
12 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
13 wages earned; the name and address of each employer with whom they have been placed to work;
14 all applicable hourly rates in effect during the pay period and the corresponding number of hours
15 worked at each hourly rate; the legal name of the employer and/or the name and address of the legal
16 entity securing the employer's services if the employer is a farm labor contractor; and other such
17 information as required by Labor Code section 226, subdivision (a).

18 127. Labor Code section 226.3 states that "[a]ny employer who violates subdivision (a)
19 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
20 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
21 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
22 deduction statement or fails to keep the records required in subdivision (a) of Section 226."

23 128. Labor Code section 226.3 further provides that "[t]he civil penalties provided for in
24 this section are in addition to any other penalty provided by law."

25 129. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
26 and have a policy or practice of failing to furnish non-exempt employees, including, without
27 limitation, Plaintiff, with itemized wage statements that accurately reflect gross wages earned; total
28 hours worked; net wages earned; all deductions; all applicable hourly rates in effect and the

1 corresponding number of hours worked at each hourly rate in effect during the pay period; the legal
2 name of the employer and/or the name and address of the legal entity securing the employer's
3 services if the employer is a farm labor contractor; and other such information as required by Labor
4 Code section 226, subdivision (a).

5 130. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
6 entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision
7 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
8 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
9 period for each subsequent violation.

10 Violation of Labor Code § 558

11 131. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person
12 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
13 hours and days of work in any of the Industrial Welfare Commission" shall be subject to a civil
14 penalty as follows:

- 15 A. For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
16 pay period for which the employee was underpaid in addition to an amount sufficient
17 to recover underpaid wages;
- 18 B. For each subsequent violation, one hundred dollars (\$100) for each underpaid
19 employee for each pay period for which the employee was underpaid in addition to
20 an amount sufficient to recover underpaid wages;
- 21 C. Wages recovered pursuant to this section shall be paid to the affected employee.

22 132. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
23 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
24 causing Plaintiff and other Aggrieved Employees not to: be paid with the rates of pay and overtime
25 rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the
26 regular payday designated by employer, the name of the employer, including any "doing business
27 as" names used, the name, address, and telephone number of the workers' compensation insurance
28 carrier, information regarding paid sick leave, and other pertinent information.

133. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' herein-described Labor Code violations in the amount 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.

Violation of Labor Code § 1174.5

134. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required every person employing labor in California to “[a]llow any member of the commission or the employees of the Division of Labor Standards Enforcement free access to the place of business or employment of the person to secure any information or make any investigation that they are authorized by this chapter to ascertain or make. The commission may inspect or make excerpts, relating to the employment of employees, from the books, reports, contracts, payrolls, documents, or papers of the person.”

135. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required every person employing labor in California to “[k]eep a record showing the names and addresses of all employees employed and the ages of all minors.”

136. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required every person employing labor in California to “[k]eep, 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 applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.”

137. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any

1 member of the commission or employees of the division to inspect records pursuant to subdivision
2 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

3 138. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
4 willfully failed to keep adequate or accurate time records including wage statements and similar
5 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
6 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
7 under Labor Code section 1174.

8 139. As a direct and proximate result of the herein-described Labor Code violations,
9 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
10 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five
11 hundred dollars (\$500) per violation per Aggrieved Employee.

12 Violation of Labor Code § 1197.1

13 140. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other
14 person acting either individually or as an officer, agent, or employee of another person, who pays
15 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
16 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
17 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
18 Section 203 as follows:

19 A. For any initial violation that is intentionally committed, one hundred dollars (\$100)
20 for each underpaid employee for each pay period for which the employee is
21 underpaid. This amount shall be in addition to an amount sufficient to recover
22 underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable
23 penalties imposed pursuant to Section 203.

24 B. For each subsequent violation for the same specific offense, two hundred fifty dollars
25 (\$250) for each underpaid employee for each pay period for which the employee is
26 underpaid regardless of whether the initial violation is intentionally committed. This
27 amount shall be in addition to an amount sufficient to recover underpaid wages,
28

1 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
2 pursuant to Section 203.

3 C. Wages, liquidated damages, and any applicable penalties imposed pursuant to
4 Section 203, recovered pursuant to this section shall be paid to the affected
5 employee.”

6 141. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
7 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without
8 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees’ minimum wages for all
9 hours worked or otherwise under Defendants’ control due to, without limitation, routinely failing to
10 accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of
11 time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at
12 the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock,
13 entitling Plaintiff and other aggrieved Employees to actual and liquidated damages.

14 142. As a direct and proximate result of the herein-described Labor Code violations,
15 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
16 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount one
17 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
18 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
19 subsequent violation.

20 Civil Penalties Under Labor Code § 2699

21 143. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
22 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
23 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
24 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
25 action brought by an aggrieved employee on behalf of himself or herself and other current or former
26 employees pursuant to the procedures specified in Labor Code section 2699.3.

27 144. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor
28 Code except those for which a civil penalty is specifically provided, the established civil penalty for

1 a violation of those provisions is as follows: if, at the time of the alleged violation, the person
2 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
3 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
4 employee per pay period for each subsequent violation.

5 145. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
6 each of them, violated the Labor Code sections described herein, including, without limitation, for
7 the failure to: pay the rates of pay and overtime rates of pay applicable to their employment,
8 allowances claimed as part of the minimum wage, the regular payday designated by Defendants, the
9 name of the employer, including “doing business as” names used, the name, address, and telephone
10 number of the workers’ compensation insurance carrier, information regarding paid sick leave, and
11 other pertinent information required to be disclosed by Defendants under Labor Code section
12 2810.5, failing to provide Plaintiff and other Aggrieved Employees with the amount of paid sick
13 leave required to be provided pursuant to California and local laws.

14 146. Moreover, Plaintiff and other Aggrieved Employees within the State of California
15 whom he seeks to represent are entitled to an award of reasonable attorneys’ fees and costs in
16 connection with their herein-described claims for civil penalties.

17 **DEMAND FOR JURY TRIAL**

18 147. Plaintiffs demands a trial by jury on all causes of action contained herein.

19 **PRAYER**

20 WHEREFORE, on behalf of Plaintiffs, Class Members, and Aggrieved Employees,
21 Plaintiffs prays for judgment against Defendants as follows:

- 22 A. An order certifying this case as a Class Action;
23 B. An Order appointing Plaintiffs as Class representative and appointing their counsel
24 as class counsel;
25 C. Damages for all wages earned and owed, including minimum and overtime wages,
26 under Labor Code sections 510, 1194, 1197 and 1199;
27 D. Liquidated damages pursuant to Labor Code section 1194.2;
28

- 1 E. Damages for unpaid premium wages from missed meal and rest periods under,
2 among other Labor Code sections, 512 and 226.7;
- 3 F. Penalties for inaccurate wage statements under Labor Code sections 226,
4 subdivision (e) and 226.2;
- 5 G. Waiting time penalties under Labor Code sections 203;
- 6 H. Penalties to timely pay wages under Labor Code section 210;
- 7 I. Damages under Labor Code sections 227.3 and 2802;
- 8 J. Preliminary and permanent injunctions prohibiting Defendants from further
9 violating the California Labor Code and requiring the establishment of appropriate
10 and effective means to prevent future violations;
- 11 K. Restitution of wages and benefits due which were acquired by means of any unfair
12 business practice, according to proof;
- 13 L. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
14 1174.5, 1197.1, and 2699;
- 15 M. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
16 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 17 N. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- 18 O. For attorneys' fees in prosecuting this action;
- 19 P. For costs of suit incurred herein; and
- 20 Q. For such other and further relief as the Court deems just and proper.

21
22 Dated: March 15, 2023

BIBIYAN LAW GROUP, P.C.

23
24 BY: _____

25 DAVID D. BIBIYAN

JEFFREY D. KLEIN

26 JEAN H. POWER

27 Attorneys for Plaintiffs KYLE NEFF on behalf of
28 himself and all others similarly situated

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Dated: January 8, 2026

Shimoda & Rodriguez Law, PC

By: _____
Galen T. Shimoda
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Renald Konini
Attorneys for Plaintiff ERICK HOLMBERG

EXHIBIT B

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Attorneys for Plaintiff, KYLE NEFF and
on behalf of himself and all others similarly situated

[additional counsel continued on next page]

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

KYLE NEFF and ERICK HOLMBERG,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

CASTLE TIRE DISPOSAL, LLC, a Delaware
limited liability company; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: 34-2023-00336483

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. FAILURE TO INDEMNIFY/REIMBURSE;
9. VIOLATION OF LABOR CODE § 227.3;
10. UNFAIR COMPETITION;
11. COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5,
1197.1 and 2699

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000.00]

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6 individually and on behalf of similarly situated employees

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1 Plaintiffs Kyle Neff (“Plaintiff Neff”) and Erick Holmberg (“Plaintiff Holmberg”) (Plaintiff
2 Neff and Plaintiff Holmberg sometimes collectively referred to as “Plaintiffs”), as aggrieved
3 employees and similarly situated to all putative class members, allege on behalf of themselves and
4 all others similarly situated, as follows:

5 **GENERAL ALLEGATIONS**

6 **INTRODUCTION**

7 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against
8 CASTLE TIRE DISPOSAL, LLC, and any of its respective subsidiaries or affiliated companies
9 within the State of California (“CASTLE” and collectively, with DOES 1 through 100, as further
10 defined below, “Defendants”) on behalf of Plaintiffs and all other current and former non-exempt
11 California employees employed by or formerly employed by Defendants (“Class Members”).

12 2. This is also a representative action, pursuant to the Labor Code Private Attorneys
13 General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Defendants,
14 as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”),
15 on behalf of Plaintiffs and all other current and former non-exempt employees of Defendants
16 working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged
17 claims for failure to comply with Labor Code section 2810.5, Labor Code section 203, Labor Code
18 section 226, Labor Code section 227.3, Labor Code section 245, *et seq.*, Labor Code section 2802,
19 restraints on competition, whistleblowing and freedom of speech on behalf of all employees of
20 Defendants working within the Civil Penalty Period (collectively, “Aggrieved Employees”).

21 **PARTIES**

22 **A. Plaintiffs**

23 3. Plaintiff Neff is a resident of the State of California. At all relevant times herein,
24 Plaintiff Neff is informed and believes, and based thereon alleges, that Defendants employed
25 Plaintiff Neff as a non-exempt employee, with duties that included, but were not limited to,
26 operating a forklift to move tires. Plaintiff Neff is informed and believes, and based thereon alleges,
27 that Plaintiffs Neff worked for Defendants from approximately July 2022 through approximately
28 September of 2022.

1 4. Plaintiff Holmberg is a resident of the State of California. At all relevant times
2 herein, Plaintiff Holmberg is informed and believes, and based thereon alleges, that Defendants
3 employed Plaintiff Holmberg as a non-exempt employee in various positions relating to the
4 processing of used tires. Plaintiff Holmberg is informed and believes, and based thereon alleges,
5 that Plaintiff Holmberg worked for Defendants from approximately March 16, 2021, through June
6 29, 2023.

7 **B. Defendants**

8 5. Plaintiffs are informed and believe and based thereon allege that CASTLE is, and at
9 all times relevant hereto was, a limited liability company organized and existing under and by virtue
10 of the laws of the State of Delaware and doing business in the County of Sacramento, State of
11 California. At all relevant times herein, CASTLE employed Plaintiffs and similarly situated
12 employees within the State of California

13 6. The true names and capacities, whether individual, corporate, associate, or otherwise,
14 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiffs,
15 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
16 Plaintiffs are informed and believe, and based thereon allege, that each of the defendants designated
17 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
18 Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and capacities
19 of the defendants designated hereinafter as DOES when such identities become known. Plaintiffs
20 are informed and believe, and based thereon allege, that each defendant acted in all respects pertinent
21 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
22 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
23 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
24 include Castle, and any of their parent, subsidiary, or affiliated companies within the State of
25 California, as well as DOES 1 through 100 identified herein.

26 **JOINT LIABILITY ALLEGATIONS**

27 7. Plaintiffs are informed and believe, and based thereon allege, that all the times
28 mentioned herein, each of the Defendants was the agent, principal, employee, employer,

1 representative, joint venture or co-conspirator of each of the other defendants, either actually or
2 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
3 employment, joint venture, and conspiracy.

4 8. All of the acts and conduct described herein of each and every corporate defendant
5 were duly authorized, ordered, and directed by the respective and collective defendant corporate
6 employers, and the officers and management-level employees of said corporate employers. In
7 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
8 their said employees, agents, and representatives, and each of them; and upon completion of the
9 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
10 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
11 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
12 aforementioned corporate employees, agents and representatives.

13 9. Plaintiffs are further informed and believe, and based thereon allege, that Individual
14 violated, or caused to be violated, the above-referenced and below-referenced Labor Code
15 provisions in violation of Labor Code section 558.1.

16 10. Plaintiffs are informed and believe, and based thereon allege, that there exists such a
17 unity of interest and ownership between Defendants, and each of them, that their individuality and
18 separateness have ceased to exist.

19 11. Plaintiffs are informed and believe, and based thereon allege that despite the
20 formation of the purported corporate existence of CASTLE, and DOES 1 through 50, inclusive (the
21 “Alter Ego Defendants”), they, and each of them, are one and the same with Individual and DOES
22 51 through 100 (“Individual Defendants”), and each of them, due to, but not limited to, the following
23 reasons:

24 A. The Alter Ego Defendants are completely dominated and controlled by the Individual
25 Defendants who personally committed the wrongful and illegal acts and violated the
26 laws as set forth in this Complaint, and who has hidden and currently hide behind the
27 Alter Ego Defendants to perpetrate frauds, circumvent statutes, or accomplish some
28 other wrongful or inequitable purpose;

- 1 B. The Individual Defendants derive actual and significant monetary benefits by and
2 through the Alter Ego Defendants' unlawful conduct, and by using the Alter Ego
3 Defendants as the funding source for the Individual Defendants' own personal
4 expenditures;
- 5 C. Plaintiffs are informed and believe, and based thereon allege, that the Individual
6 Defendants and the Alter Ego Defendants, while really one and the same, were
7 segregated to appear as though separate and distinct for purposes of perpetrating a
8 fraud, circumventing a statute, or accomplishing some other wrongful or inequitable
9 purpose;
- 10 D. Plaintiffs are informed and believe, and based thereon allege, that the business affairs
11 of the Individual Defendants and the Alter Ego Defendants are, and at all relevant
12 times mentioned herein were, so mixed and intermingled that the same cannot
13 reasonably be segregated, and the same are inextricable confusion. The Alter Ego
14 Defendants are, and at all relevant times mentioned herein were, used by the
15 Individual Defendants as mere shells and conduits for the conduct of certain of their,
16 and each of their affairs. The Alter Ego Defendants are, and at all relevant times
17 mentioned herein were, the alter egos of the Individual Defendants;
- 18 E. The recognition of the separate existence of the Individual Defendants and the Alter
19 Ego Defendants would promote injustice insofar that it would permit defendants to
20 insulate themselves from liability to Plaintiffs for violations of the Civil Code, Labor
21 Code, and other statutory violations. The corporate existence of these defendants
22 should thus be disregarded in equity and for the ends of justice because such
23 disregard is necessary to avoid fraud and injustice to Plaintiffs herein;
- 24 F. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual
25 Defendants (and vice versa), and the fiction of their separate corporate existence
26 must be disregarded;

27 12. As a result of the aforementioned facts, Plaintiffs are informed and believe, and based
28 thereon alleges that Defendants, and each of them, are joint employers.

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13. Jurisdiction exists in the Superior Court of the State of California pursuant to Code Civil Procedure section 410.10.

14. Venue is proper in Sacramento County, California pursuant to Code of Civil Procedure sections 392, et seq. because, among other things, Sacramento County is a county where causes of action complained of herein arose; the county in which the employment relationship Plaintiff Neff began; the county in which performance of the employment contract, or part of it, between Plaintiff Neff and Defendants was due to be performed; the county in which the employment contract, or part of it, between Plaintiff Neff and Defendants was actually performed; and the county in which Defendants, or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff Neff, Class Members, and Aggrieved Employees in Sacramento County, and because Defendants employed numerous Class Members and Aggrieved Employees in Sacramento County.

15. Plaintiffs are “aggrieved employees” under PAGA, as Plaintiffs were employed by Defendants during the applicable statutory period and suffered one or more of the Labor Code violations set forth herein. Accordingly, Plaintiffs seek to recover civil penalties, as the term “civil penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* plus reasonable attorneys’ fees and costs, for Plaintiffs and all other aggrieved current and former employees of Defendants during the Civil Penalty Period.

16. Specifically, Plaintiffs seek to recover PAGA civil penalties through a representative action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v. Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the PAGA allegations described herein is not required.

17. During the period beginning one (1) year preceding the provision of notice to the WDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”), defendants violated, *inter alia*, Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 223,

225, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, *et seq.*, 256, 432, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198.5, 2699, 2802, and 2810.5, among others.

18. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees such as Plaintiffs, on behalf of Plaintiffs and all other aggrieved current and former employees within the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures specified in Labor Code section 2699.3.

19. On or around March 16, 2023, Plaintiff Neff provided written notice pursuant to Labor Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants' violation of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as by certified mail, with return receipt requested to Defendants, and each of them. Plaintiff Neff also provided Defendants, and each of them, with notice under Labor Code section 2810.3, subdivision (d) that Plaintiff Neff would seek to hold them liable for each other's wage and hour violations under Labor Code section 2810.3 on March 16, 2023, by certified mail with return receipt requested.

20. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65) calendar days of the March 16, 2023, postmarked date of the herein-described notice sent by Plaintiff Neff to the LWDA and Defendants.

21. Plaintiff Holmberg sought permission pursuant to California Labor Code section 2699 *et seq.* to pursue PAGA claims against Defendants as a Private Attorney General on behalf of himself and other similarly situated employees. Pursuant to California Labor Code section 2699.3, Plaintiff Holmberg gave written notice via online submission to the LWDA on approximately June 16, 2023. Plaintiff Holmberg provided facts and legal bases for his claims within the notice to the LWDA on all violations asserted under the Private Attorneys General Act. Plaintiff Holmberg also submitted the \$75.00 filing fee. The June 16, 2023, notice was also sent via certified mail to Defendants on the same day. To date, the LWDA has not provided any response to Plaintiff Holmberg's notice correspondence. Accordingly, Plaintiff Holmberg has exhausted all administrative remedies and may bring this action on behalf of himself and all similarly situated

employees, *i.e.* Aggrieved Employees. *See* Cal. Lab. Code § 2699.3(a)(2)(A), (c)(3); *Caliber Bodyworks, Inc., v. Sup. Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19 (2005).

FACTUAL BACKGROUND

22. Defendants operate a tire recycling and resale business with locations in Stockton, Clear Lake, Redding, Los Angeles, and Sacramento. Over the course of their employment Plaintiffs, Class Members, and Aggrieved Employees held various positions relating to the processing of used tires, including, but not limited to, Laborer/Material Handler, Trailer Unloader/Processing, Route Helper, and Yard Dog. At all times, Plaintiffs, Class Members, and Aggrieved Employees were paid a base hourly rate plus various non-discretionary incentives relating to the processing of tires and the type of shifts worked. For example, Plaintiffs, Class Members, and Aggrieved Employees were paid \$10 per trailer they filled with tires for resale. Plaintiffs, Class Members, and Aggrieved Employees also received yearly bonuses that Defendants labeled as profit sharing. However, the shares ultimately paid to Plaintiffs, Class Members, and Aggrieved Employees were based on factors such as attendance, quality and quantity of work, the rate of production by an employee, and the employee's continued employment. Defendants also paid shift differentials depending on the type of shift (*e.g.* day, swing, night) that employees worked. Although Defendants paid these non-discretionary amounts to Plaintiffs, Class Members, and Aggrieved Employees in addition to their base hourly rates, Defendants failed to include the value of this extra compensation when calculating Plaintiff and similarly situated employees' regular rate of pay for premium wage payments. This included the failure to pay the correct rate for overtime, meal and/or rest period premiums, and sick leave wages. There were also several occasions where Defendants simply refused to pay the incentive compensation even though Plaintiffs, Class Members, and Aggrieved Employees had performed the required tasks, such as loading the requisite amount of trailers.

23. Defendants utilized rounding when calculating Plaintiffs', Class Members', and Aggrieved Employees' hours worked. Although Defendants had the ability to, and in fact did, record the amount of time Plaintiffs, Class Members, and Aggrieved Employees worked down to the minute, it paid in increments of a quarter hour. Defendants maintained policies and procedures that prohibited Plaintiffs, Class Members, and Aggrieved Employees from clocking in prior to seven

1 minutes before the start of their shift, resulting in the systematic rounding down of Plaintiffs', Class
2 Members', and Aggrieved Employees' hours worked.

3 24. For at least four (4) years prior to the filing of this action and continuing to the
4 present, Defendants have, at times, failed to pay overtime and minimum wages to Plaintiffs, Class
5 Members, and Aggrieved Employees, or some of them, in violation of California state wage and
6 hour laws as a result of, without limitation, Plaintiffs, Class Members, and Aggrieved Employees
7 working over eight (8) hours per day, forty (40) hours per week, and seven consecutive work days
8 in a work week without being properly compensated for hours worked in excess of (8) hours per
9 day in a work day, forty (40) hours per week in a work week, and/or hours worked on the seventh
10 consecutive work day in a work week by, among other things, failing to accurately track and/or pay
11 for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock,
12 including, without limitation, by requiring employees: to remain on-call, to suffer under Defendants'
13 control to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock
14 out for meal periods and continue working, to don and doff uniforms and/or safety equipment off
15 the clock, to attend company meetings off the clock, to make phone calls or drive off the clock;
16 failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay,
17 meal allowances, and other forms of remuneration into the regular rate of pay for the pay periods
18 where overtime was worked and the additional compensation was earned for the purpose of
19 calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or
20 manipulation of time entries to show less hours than actually worked, and for paying straight pay
21 instead of overtime pay, to the detriment of Plaintiffs, Class Members, and Aggrieved Employees.

22 25. For at least four (4) years prior to the filing of this Action and continuing to the
23 present, Defendants have, at times, failed to provide Plaintiffs, Class Members, and Aggrieved
24 Employees, or some of them, full, timely thirty (30) minute uninterrupted meal period for days on
25 which they worked more than five (5) hours in a work day and a second thirty (30) minute
26 uninterrupted meal period for days on which they worked in excess of ten (10) hours in a work day,
27 and failing to provide compensation for such unprovided meal periods as required by California
28 wage and hour laws. Defendants had and have a policy or practice of failing to provide Plaintiffs

1 and other Class Members and Aggrieved Employees a thirty (30) minute uninterrupted, timely, and
2 complete meal period for days on which the employee worked in excess of five (5) and ten (10)
3 hours per day without being afforded uninterrupted, timely, and complete 30-minute meal periods
4 or compensation in lieu thereof including, without limitation, by interrupting meal periods; not
5 providing timely meal periods; failing to provide first and second meal periods; providing short
6 meal periods; requiring that employees carry cellular telephones or walkie-talkies during meal
7 periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal
8 periods; and/or auto-deducting meal periods that could not be auto-deducted by law or during which
9 employees worked, as required by California wage and hour laws.

10 26. For at least four (4) years prior to the filing of this action and continuing to the
11 present, Defendants have, at times, failed to authorize and permit Plaintiffs, Class Members, and
12 Aggrieved Employees, or some of them, to take rest periods of at least ten (10) minutes per four (4)
13 hours worked or major fraction thereof and failed to provide compensation for such unprovided rest
14 periods as required by California wage and hour laws. At all relevant times mentioned herein,
15 Defendants had and have a policy or practice of failing to provide Plaintiffs and other Class
16 Members and Aggrieved Employees paid, uninterrupted, timely, and complete rest periods of at
17 least ten (10) minutes per four (4) hours worked or major fractions thereof, or compensation in lieu
18 thereof, including, without limitation, by failing to provide rest periods all together; requiring that
19 they be bundled together and/or with meal periods; interrupting them; requiring that employees carry
20 cellular telephones or walkie-talkies during rest periods not providing them in a timely fashion; and
21 not permitting employees to leave the premises; and/or otherwise requiring on-duty/on-call rest
22 periods, as required by California wage and hour laws.

23 27. For at least three (3) years prior to the filing of this action and continuing to the
24 present, Defendants have, at times, failed to pay Plaintiffs, Class Members, and Aggrieved
25 Employees, or some of them, the full amount of their wages owed to them upon termination and/or
26 resignation as required by Labor Code sections 201 and 202, including for, without limitation,
27 failing to pay overtime wages, minimum wages, premium wages, and vacation pay pursuant to
28 Labor Code section 227.3.

1 28. For at least one (1) year prior to the filing of this Action and continuing to the present,
2 Defendants have, at times, failed to furnish Plaintiffs, Class Members, and Aggrieved Employees,
3 or some of them, with itemized wage statements that accurately reflect gross wages earned; total
4 hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the
5 corresponding number of hours worked at each hourly rate; the name and address of the legal entity
6 that is the employer; the name and address of the entity securing the services of the farm labor
7 contractor who employed Plaintiffs, Class Members, and Aggrieved Employees; and other such
8 information as required by Labor Code section 226, subdivision (a). As a result thereof, Defendants
9 have further failed to furnish employees with an accurate calculation of gross and gross wages
10 earned, as well as gross and net wages paid.

11 29. At all relevant times mentioned herein, Defendants had and have a policy or practice
12 of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
13 Plaintiffs and other Class Members and Aggrieved Employees with documents signed to obtain or
14 hold employment under Labor Code section 432, personnel records under Labor Code section
15 1198.5, and time records under Labor Code section 1174, making it difficult for Plaintiffs and other
16 Class Members and Aggrieved Employees to calculate their unpaid wages and/or premium
17 payments, to the detriment of Plaintiff sand other Class Members and Aggrieved Employees.

18 30. For at least one (1) year prior to the filing of this action and continuing to the present,
19 Defendants have, at times, failed to pay Plaintiffs, Class Members, and Aggrieved Employees, or
20 some of them, the full amount of their wages for labor performed in a timely fashion as required
21 under Labor Code section 204.

22 31. For at least three (3) years prior to the filing of this action and continuing to the
23 present, Defendants have, at times, failed to indemnify Class Members, or some of them, for the
24 costs incurred in using cellular phones for work-related purposes necessary to perform work duties.
25 At all relevant times mentioned herein, Defendants have had a policy or practice of failing and
26 refusing, and continue to fail and refuse, to reimburse employees, including, without limitation,
27 Plaintiffs and other Class Members and Aggrieved Employees, with their costs incurred for driving
28 personal vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other

1 deposits, separately laundering mandatory uniforms, for the purchase of tools and safety equipment,
2 for the purchase and maintenance of cellular phones and cellular phone plans, in direct consequence
3 of the discharge of their duties, or of their obedience to the directions of Defendants, as required by
4 Labor Code 2802. Defendants did not provide cell phones to Plaintiffs, Class Members, and
5 Aggrieved Employees. Instead, Defendants required Plaintiffs, Class Members, and Aggrieved
6 Employees to utilize their personal cell phones to maintain communication regarding the status of
7 their work, their schedules, and various other work-related communications that needed to be made
8 during the day while Plaintiffs, Class Members, and Aggrieved Employees were stationed all over
9 the processing facilities, trailers, and/or warehouses. The communications occurred throughout the
10 day and Defendants did not reimburse Plaintiffs, Class Members, and Aggrieved Employees for any
11 portion of their cell phone bills.

12 32. For at least three (3) years prior to the filing of the action and continuing to the
13 present, Defendants have, at times, failed to return interest on deposits made by Plaintiffs, Class
14 Members, and Aggrieved Employees, or some of them, for uniforms.

15 33. For at least four (4) years prior to the filing of this action and continuing to the
16 present, Defendants have had a consistent policy of failing to provide Plaintiffs and similarly
17 situated employees or former employees within the State of California with compensation at their
18 final rate of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

19 34. At all relevant times mentioned herein, Defendants have had a policy or practice of
20 failing to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft
21 Protection Act of 2011) by, among other things, failing to provide Plaintiffs and other Class
22 Members and Aggrieved Employees with the rates of pay and overtime rates of pay applicable to
23 their employment; allowances claimed as part of the minimum wage; the regular payday designated
24 by Defendants; the name, address, and telephone number of the workers' compensation insurance
25 carrier; information regarding paid sick leave; and other pertinent information required to be
26 disclosed by Defendants under Labor Code section 2810.5.

27 35. At all relevant times mentioned herein, Defendants failed to provide Plaintiffs and
28 other Class Members and Aggrieved Employees with the amount of paid sick leave required to be

1 provided pursuant to California law (including, without limitation Labor Code section 245, *et seq.*),
2 and also did not permit its use upon request as contemplated under California laws, to the detriment
3 of Plaintiffs and all other Class Members and Aggrieved Employees.

4 36. At all relevant times mentioned herein, Defendants had and have a policy or
5 practice of preventing Plaintiffs, Class Members, and/or Aggrieved Employees from using
6 or disclosing the skills, knowledge and experience they obtained at Defendants for purposes
7 of competing with Defendants, including, without limitation, preventing Employees from
8 disclosing their wages in negotiating a new job with a prospective employer, and from
9 disclosing who else works at Defendants and under what circumstances that they might be
10 receptive to an offer from a rival employer. Plaintiffs are informed and believe that this
11 policy and/or practice violates Business and Professions Code sections 17200, 16600 and
12 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code
13 sections 232, 232.5, and 1197.5, subdivision (k).

14 37. Defendants had and have a policy or practice of preventing Plaintiffs and/or other
15 Aggrieved Employees from disclosing violations of state and federal law, either within Defendants
16 to their managers or outside to private attorneys or government officials, among others, in violation
17 of Business and Professions Code section 17200, and, thus, in violation of Labor Code section
18 1102.5. In addition, Plaintiffs are informed and believe that Defendants' herein-described policies
19 and/or practices prevent Plaintiffs, Class Members, and/or other Aggrieved Employees from
20 disclosing information about unsafe or discriminatory working conditions, or about wage and hour
21 violations in violation of Labor Code section 232 and 232.5.

22 38. Defendants had and have a policy or practice of preventing Plaintiffs, Class
23 members, and/or other Aggrieved Employees from engaging in lawful conduct during non-work
24 hours, thus violating state statutes entitling employees to disclose wages, working conditions, and
25 illegal conduct, including, without limitation, Labor Code sections 96, subdivision (k), 98.6, 232,
26 232.5, and 1197.5, subdivision (k). Plaintiffs are informed and believe that this lawful conduct
27 includes the exercise of Plaintiffs', Class Members', and/or other Aggrieved Employee's
28 constitutional rights of freedom of speech and economic liberty

39. Plaintiff, on their own behalf and on behalf of Class Members, brings this action pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.2, 226.7, 510, 512, 1194, 1194.2, 1197, 2802, 2810.3, *et seq.*, and California Code of Regulations, Title 8, section 11040, seeking overtime wages, minimum wages, payment of premium wages for missed meal and rest periods, failure to pay timely wages, waiting time penalties, wage statement penalties, failure to indemnify work-related expenses, other such provisions of California law, and reasonable attorneys' fees and costs.

40. Plaintiffs, in Plaintiffs' representative capacity, seek civil penalties under Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate the California Labor Code as described above, including on behalf of Plaintiffs and other Aggrieved Employees pursuant to PAGA

41. Plaintiff, on Plaintiffs' own behalf and on behalf of Class Members, pursuant to Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s) prohibiting Defendants from further violating the Labor Code and requiring the establishment of appropriate and effective means to prevent further violations, as well as all monies owed but withheld and retained by Defendants to which Plaintiffs, Class Members, and Aggrieved Employees are entitled, as well as restitution of amounts owed.

CLASS ACTION ALLEGATIONS

42. Plaintiffs bring the First through Tenth Causes of Action on behalf of Plaintiffs and Class Members as a class action pursuant to Code of Civil Procedure section 382. Plaintiffs seek to represent a class of all current and former non-exempt employees of Defendants within the State of California at any time commencing four (4) years preceding the filing of this lawsuit up until the time that notice of the class action is provided to Class Members.

43. Plaintiffs reserve the right under California Rule of Court rule 3.765, subdivision (b) to amend or modify the class description with greater specificity, further divide the defined class into subclasses, and to further specify or limit the issues for which certification is sought.

1 44. This action has been brought and may properly be maintained as a class action under
2 the provisions of Code of Civil Procedure section 382 because there is a well-defined community
3 of interest in the litigation and the proposed Class is easily ascertainable.

4 **A. Numerosity**

5 45. The potential Class Members as defined are so numerous that joinder of all the
6 members of the Class is impracticable. Plaintiffs are informed and believe that there are over
7 seventy-five (75) Class Members employed by Defendants within the State of California.

8 46. Accounting for employee turnover during the relevant periods necessarily increases
9 this number. Plaintiffs allege Defendants' employment records would provide information as to the
10 number and location of all Class Members. Joinder of all members of the proposed Class is not
11 practicable.

12 **B. Commonality**

13 47. There are questions of law and fact common to Class Members. These common
14 questions include, but are not limited to:

- 15 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
16 worked at a proper overtime rate of pay?
- 17 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
18 for all other time worked at the employee's regular rate of pay and a rate of pay that
19 is greater than the applicable minimum wage?
- 20 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting
21 Class Members to take compliant meal periods?
- 22 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
23 with additional wages for missed or interrupted meal periods?
- 24 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting
25 Class Members to take compliant rest periods?
- 26 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
27 with additional wages for missed rest periods?
- 28

- 1 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
2 Members upon termination or resignation all wages earned?
- 3 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
4 section 203?
- 5 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
6 Class Members with accurate wage statements?
- 7 J. Did Defendants fail to pay Class Members in a timely fashion as required under
8 Labor Code section 204?
- 9 K. Did Defendants fail to indemnify Class Members for all necessary expenditures or
10 losses incurred in direct consequence of the discharge of their duties or by obedience
11 to the directions of Defendants as required under Labor Code section 2802?
- 12 L. Did Defendants violate Labor Code section 227.3 by not providing Class Members
13 with compensation at their final rate of pay for vested paid vacation time?
- 14 M. Whether Defendants failed to correctly calculate the regular rate of pay for premium
15 wage purposes such as overtime, double time, meal and rest period premiums, and
16 sick leave wages.
- 17 N. Did Defendants violate the Unfair Competition Law, Business and Professions Code
18 section 17200, *et seq.*, by their unlawful practices as alleged herein?
- 19 O. Are Class Members entitled to restitution of wages under Business and Professions
20 Code section 17203?
- 21 P. Are Class Members entitled to costs and attorneys' fees?
- 22 Q. Are Class Members entitled to interest?

23 C. **Typicality**

24 48. The claims of Plaintiffs herein alleged are typical of those claims which could be
25 alleged by any Class Members, and the relief sought is typical of the relief which would be sought
26 by each Class Member in separate actions. Plaintiffs and Class Members sustained injuries and
27 damages arising out of and caused by Defendants' common course of conduct in violation of laws
28 and regulations that have the force and effect of law and statutes as alleged herein.

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49. Plaintiffs will fairly and adequately represent and protect the interest of Class members. Counsel who represents Plaintiffs are competent and experienced in litigating wage and hour class actions.

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50. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to Class Members predominate over any questions affecting only individual Class Members. Class Members, as further described therein, have been damaged and are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the violation of the Labor Code at times, as set out herein.

51. Class action treatment will allow Class Members to litigate their claims in a manner that is most efficient and economical for the parties and the judicial system. Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

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52. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

53. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable Wage Orders.

54. At all times relevant to this Complaint, Labor Code section 510 was in effect and provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in the workday and any work in excess of forty hours in any one workweek . . . shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.”

55. At all times relevant to this Complaint, Labor Code section 510 further provided that any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice

1 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any
2 seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of
3 pay.”

4 56. Four (4) years prior to the filing of the Complaint in this Action through the present,
5 Plaintiffs and Class Members, at times, worked for Defendants during shifts that consisted of more
6 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
7 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a
8 result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours
9 actually worked at the proper overtime rate of pay; engaging, suffering, or permitting employees to
10 work off the clock, including, without limitation, by requiring employees to complete pre-shift tasks
11 before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue
12 working, to make phone calls off the clock; failing to include all forms of remuneration, including
13 piece rate compensation, non-discretionary bonuses, incentive pay, meal allowances, and other
14 forms of remuneration into the regular rate of pay for the workweeks in which overtime was worked
15 and the additional compensation was earned for the purpose of calculating the overtime rate of pay;
16 detrimental rounding of employee time entries, editing and/or manipulation of time entries to show
17 less hours than actually worked, and for paying straight pay instead of overtime pay to the detriment
18 of Employee and other aggrieved employees, to the detriment of Plaintiffs and Class Members.

19 57. Accordingly, by requiring Plaintiffs and Class Members to, at times, work greater
20 than eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays
21 without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on
22 occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and
23 applicable IWC Wage Orders, and California law.

24 58. As a result of the unlawful acts of Defendants, Plaintiffs and Class Members have
25 been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery,
26 plus interest and penalties thereon, attorneys’ fees and costs, pursuant to Labor Code section 1194
27 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.
28

1 **SECOND CAUSE OF ACTION**

2 **(Failure to Pay Minimum Wages – Against All Defendants)**

3 59. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
4 preceding paragraphs as though fully set forth hereat.

5 60. At all relevant times, Plaintiffs and Class Members were employees or former
6 employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

7 61. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiffs and
8 Class Members were entitled to receive minimum wages for all hours worked or otherwise under
9 Defendants' control.

10 62. For four (4) years prior to the filing of the Complaint in this Action through the
11 present, Defendants failed, at times, to accurately track and/or pay for all hours actually worked at
12 their regular rate of pay that is above the minimum wage; engaging, suffering, or permitting
13 employees to work off the clock, including, without limitation, by requiring employees to complete
14 pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods
15 and continue working, to make phone calls off the clock; detrimental rounding of employee time
16 entries, editing and/or manipulation of time entries to show less hours than actually worked; failing
17 to track and pay for all nonproductive time and failing to accurately track and pay for rest and
18 recovery periods that is separate and apart from any piece rare compensation, to the detriment of
19 Plaintiffs and Class Members.

20 63. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
21 suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages
22 for all hours worked or otherwise due.

23 64. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure
24 sections 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled
25 to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated
26 damages, reasonable attorneys' fees and costs of suit.

1 **THIRD CAUSE OF ACTION**

2 **(Failure to Provide Meal Periods – Against All Defendants)**

3 65. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
4 preceding paragraphs as though fully set forth hereat.

5 66. At all relevant times, Plaintiffs and Class Members were employees or former
6 employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

7 67. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall
8 employ an employee for a work period of more than five (5) hours without a timely meal break of
9 not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.
10 Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours
11 per day without providing the employee with a second timely meal period of not less than thirty (30)
12 minutes in which the employee is relieved of all of his or her duties.

13 68. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
14 with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission,
15 the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate
16 of compensation for each workday that the meal period is not provided.

17 69. For four (4) years prior to the filing of the Complaint in this Action through the
18 present, Plaintiffs and Class Members were, at times, not provided complete, timely 30-minute,
19 duty-free uninterrupted meal periods every five hours of work without waiving the right to take
20 them, as permitted. Moreover, at times, Defendants failed to provide one (1) additional hour of pay
21 at the Class Member's regular rate of compensation on the occasions that Class Members were not
22 provided compliant meal periods.

23 70. By their failure to provide Plaintiffs and Class Members compliant meal periods as
24 contemplated by Labor Code section 512, among other California authorities, and failing, at times,
25 to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully
26 violated the provisions of Labor Code section 512 and applicable Wage Orders.

71. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

72. Plaintiffs and Class Members are entitled to recover the full amount of their unpaid additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

FOURTH CAUSE OF ACTION

(Failure to Provide Rest Periods – Against All Defendants)

73. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

74. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by applicable Wage Orders.

75. California law and applicable Wage Orders require that employers “authorize and permit” employees to take ten (10) minute rest periods in about the middle of each four (4) hour work period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes of paid rest period, and employees who work shifts of more than ten (10) hours must be provided thirty (30) minutes of paid rest period.

76. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

77. For four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiffs and Class Members were, at times, not authorized or permitted to take complete, timely 10-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class

1 Member's regular rate of compensation on the occasions that Class Members were not authorized
2 or permitted to take compliant rest periods.

3 78. By their failure, at times, to authorize and permit Plaintiffs and Class Members to
4 take rest periods contemplated by California law, and one (1) additional hour of pay at the
5 employee's regular rate of compensation for such unprovided rest periods, as alleged above,
6 Defendants willfully violated the provisions of Labor Code section 226.7 and applicable Wage
7 Orders.

8 79. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
9 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
10 owed for rest periods that they were not authorized or permitted to take.

11 80. Plaintiffs and Class Members are entitled to recover the full amount of their unpaid
12 additional pay for unprovided compliant rest periods, in amounts to be determined at trial, plus
13 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
14 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

15 **FIFTH CAUSE OF ACTION**

16 **(Failure to Pay All Wages Due Upon Termination – Against All Defendants)**

17 81. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
18 preceding paragraphs as though fully set forth hereat.

19 82. At all relevant times, Plaintiffs and Class Members were employees or former
20 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable
21 Wage Orders.

22 83. Pursuant to Labor Code sections 201 and 202, Plaintiffs and Class Members were
23 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
24 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to
25 discharge immediately upon termination. Class Members who resigned were entitled to payment
26 of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
27 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
28 unpaid at the time of resignation.

84. Plaintiffs are informed and believes and based thereon allege, that in the three (3) years before the filing of the Complaint in this Action through the present, Defendants, due to the failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiffs and Class Members all wages earned prior to resignation or termination in accordance with Labor Code sections 201 or 202.

85. Plaintiffs are informed and believe Defendants' failure, at times, to pay Plaintiffs and Class Members all wages earned prior to termination or resignation in accordance with Labor Code sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiffs and Class Members at the time of termination in accordance with Labor Code sections 201 and 202, but intentionally adopted policies or practices incompatible with the requirements of Labor Code sections 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination or resignation..

86. Pursuant to Labor Code section 203, Plaintiffs and Class Members are entitled to waiting time penalties from the date their earned and unpaid wages were due, upon termination or resignation, until paid, up to a maximum of thirty (30) days.

87. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned prior to termination or resignation.

88. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover waiting time penalties, interest, and their costs of suit, as well.

SIXTH CAUSE OF ACTION

(Failure to Provide Accurate Wage Statements – Against All Defendants)

89. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

90. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

1 91. Pursuant to Labor Code section 226, subdivision (a), Plaintiffs and Class Members
2 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
3 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
4 wages earned; all applicable hourly rates in effect during the pay period and the corresponding
5 number of hours worked at each hourly rate; and the name and address of the legal entity that is the
6 employer; and the name and address of the entity securing the services of the farm labor contractor
7 who employed Plaintiffs and Class Members, among other things. Further, Labor Code section
8 226.2 requires that wage statements also include the total compensation earned for piece rate work
9 performed, total compensation for nonproductive work performed, total compensation for rest and
10 recovery periods, the total hours of nonproductive time worked and the rate of pay therefore, the
11 total hours of rest and recovery periods taken and the rate of pay therefore, the total amount of
12 overtime wages earned, and the proper overtime rate(s) of pay.

13 92. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed
14 to provide Plaintiffs and Class Members accurate itemized wage statements pursuant to Labor Code
15 sections 226, subdivision (a) and 226.2, subdivisions (a)(2)(A-B) on each and every wage statement
16 that should have been provided, including by failing to itemize and/or pay all nonproductive time
17 and rest and recovery time for each.

18 93. Plaintiffs are informed and believe, and based thereon allege, that in the one (1) year
19 before the filing of the Complaint in this Action through the present, Defendants failed to comply
20 with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their
21 failure, at times, to furnish Plaintiffs and Class Members with accurate itemized statements that
22 accurately reflect, among other things, gross wages earned; total hours worked; net wages earned;
23 all applicable hourly rates in effect during the pay period and the corresponding number of hours
24 worked at each hourly rate; applicable piece rates in effect during the pay period and the
25 corresponding number of pieces earned; the name and address of the legal entity that is the employer;
26 name and address of the entity securing the services of the farm labor contractor who employed
27 Plaintiffs and Class Members; the total hours of compensable rest and recovery periods; the total
28 hours of nonproductive time, and other such information as required by Labor Code sections 226,

1 subdivision (a) and 226.2. Defendants' failure to, at times, provide Plaintiffs and Class Members
2 with accurate wage statements was knowing, intentional, and willful. Defendants had the ability to
3 provide Plaintiffs and the other Class Members with accurate wage statements, but, at times,
4 willfully provided wage statements that Defendants knew were not accurate.

5 94. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
6 suffered injury. The absence of accurate information on Class Members' wage statements at times
7 has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and
8 mathematical computations to determine the amount of wages owed; causes difficulty and expense
9 in attempting to reconstruct time and pay records; and led to submission of inaccurate information
10 about wages and amounts deducted from wages to state and federal governmental agencies, among
11 other things.

12 95. Pursuant to Labor Code section 226, subdivision (e), Plaintiffs and Class Members
13 are entitled to recover \$50 for the initial pay period during the period in which violation of Labor
14 Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent
15 pay period, not to exceed an aggregate \$4,000.00 per employee.

16 96. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
17 Procedure section 1032, Civil Code section 3287, Plaintiffs and Class Members are entitled to
18 recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable
19 attorneys' fees, and costs of suit.

20 **SEVENTH CAUSE OF ACTION**

21 **(Failure to Timely Pay Wages During Employment – Against All Defendants)**

22 97. Plaintiffs reallege each and every allegation set forth in the preceding paragraphs and
23 incorporate each by reference as though fully set forth hereat.

24 98. At all relevant times, Plaintiffs and Class Members were employees or former
25 employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.

26 99. Labor Code section 204 provides that “[l]abor performed between the 1st and 15th
27 days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month
28 during which the labor was performed, and labor performed between the 16th and the last day,

1 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
2 month.”

3 100. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
4 independent and apart from, any other penalty provided in this article, every person who fails to pay
5 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
6 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
7 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
8 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
9 percent of the amount unlawfully withheld.”

10 101. Plaintiffs are informed and believe, and based thereon allege, that in the one (1) year
11 before the filing of the Complaint in this Action through the present, Defendants employed policies
12 and practices that resulted in, at times, not paying Plaintiffs and Class Members in accordance with
13 Labor Code section 204.

14 102. Pursuant to Labor Code section 210, Plaintiffs and Class Members are entitled to
15 recover penalties for Defendants’ violations of Labor Code section 204, in the amount of one
16 hundred dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200)
17 for each subsequent violation in connection with each payment that was made in violation of Labor
18 Code section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

19 103. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
20 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recovery of
21 penalties, interest, and their costs of suit, as well.

22 **EIGHTH CAUSE OF ACTION**

23 **(Violation of Labor Code § 2802 – Against All Defendants)**

24 104. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
25 preceding paragraphs as though fully set forth hereat.

26 105. At all relevant times, Plaintiffs and Class Members were employees or former
27 employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.
28

1 106. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify
2 his or her employee for all necessary expenditures or losses incurred by the employee in direct
3 consequence of the discharge of his or her duties . . .”

4 107. For three (3) years prior to the filing of the Complaint in this Action through the
5 present, Defendants required Plaintiffs and Class Members, or some of them, to incur, at times,
6 necessary expenditures or losses in direct consequence of the discharge of their duties or at the
7 obedience to the directions of Defendants that included, without limitation: purchasing and using
8 cellular phones for work-related purposes.

9 108. During that time period, Plaintiffs are informed and believe, and based thereon allege
10 that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiffs and
11 Class Members for those losses and/or expenditures.

12 109. As a result of Defendants’ unlawful conduct, Plaintiffs and Class Members have
13 suffered damages in an amount subject to proof, to the extent they were not reimbursed for the
14 herein-described losses and/or expenditures.

15 110. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
16 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover
17 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys’ fees and
18 costs of suit.

19 **NINTH CAUSE OF ACTION**

20 **(Violation of Labor Code § 227.3 – Against All Defendants)**

21 111. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
22 preceding paragraphs of this Complaint as though fully set forth hereat.

23 112. According to Labor Code section 227.3, whenever a contract of employment or
24 employer policy provides for paid vacations, and an employee is terminated without having taken
25 off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in
26 accordance with such contract of employment or employer policy respecting eligibility or time
27 served.

1 113. Plaintiffs are informed and believe, and based thereon allege that, at all times relevant
2 hereto, Defendants promulgated and maintained a uniform policy providing for paid vacations, and
3 that Plaintiffs' employment contract with Defendants included paid vacations.

4 114. For at least four (4) years prior to the filing of this action and continuing to the
5 present, Defendants have had a consistent policy of failing to provide Plaintiffs and similarly
6 situated employees or former employees within the State of California with compensation at their
7 final rate of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

8 115. As a proximate result of Defendants' failure to pay vested vacation at the final rate
9 of Plaintiffs and Class Members upon their resignation or termination, Defendants violated Labor
10 Code section 227.3, entitling Plaintiffs and Class Members to all vested and unused vacation pay at
11 their final rate of pay, as set out in Defendants' policy or the contract of employment between
12 Plaintiffs and Class Members, on the one hand, and Defendants, on the other hand.

13 116. As a further proximate result of Defendants' above-described acts and/or omissions,
14 Plaintiffs and Class Members are entitled to recover reasonable attorneys' fees, costs of suit and
15 prejudgment interest.

16 **TENTH CAUSE OF ACTION**

17 **(Unfair Competition – Against All Defendants)**

18 117. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
19 preceding paragraphs as though fully set forth hereat.

20 118. Plaintiffs are informed and believe, and based thereon allege, that the unlawful
21 conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business
22 and Professions Code section 17200. Due to their unlawful business practices in violation of the
23 Labor Code, Defendants have gained a competitive advantage over other comparable companies
24 doing business in the State of California that comply with their obligations to compensate employees
25 in accordance with the Labor Code.

26 119. As a result of Defendants' unfair competition as alleged herein, Plaintiffs and Class
27 Members have suffered injury in fact and lost money or property.

1 120. Pursuant to Business and Professions Code section 17203, Plaintiffs and Class
2 Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor
3 Code and requiring the establishment of appropriate and effective means to prevent further
4 violations, as well as restitution of all wages and other monies owed to them under the Labor Code,
5 including interest thereon, in which they had a property interest and which Defendants nevertheless
6 failed to pay them and instead withheld and retained for themselves. Restitution of the money owed
7 to Plaintiffs and Class Members is necessary to prevent Defendants from becoming unjustly
8 enriched by their failure to comply with the Labor Code.

9 121. Plaintiffs and Class Members are entitled to costs of suit under Code of Civil
10 Procedure section 1032 and interest under Civil Code section 3287.

11 **ELEVENTH CAUSE OF ACTION**

12 **(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All Defendants)**

13 122. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
14 preceding paragraphs as though fully set forth hereat.

15 **Civil Penalties Under Labor Code § 210**

16 123. At all relevant times herein, Labor Code section 204, requires and required that:
17 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
18 between the 16th and 26th day of the month during which the labor was performed, and labor
19 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
20 between the 1st and 10th day of the following month.”

21 124. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
22 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
23 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
24 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
25 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
26 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
27 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”
28

125. At all relevant times herein, Defendants have had a consistent policy or practice of failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as per Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' violations of Labor Code section 204, in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial violation per employee, and two hundred dollars (\$200) for each Aggrieved Employee for each subsequent violation in connection with each payment that was made in violation of Labor Code section 204.

Civil Penalties Under Labor Code § 226.3

126. Defendants had and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages earned; the name and address of each employer with whom they have been placed to work; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; the legal name of the employer and/or the name and address of the legal entity securing the employer's services if the employer is a farm labor contractor; and other such information as required by Labor Code section 226, subdivision (a).

127. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

128. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in this section are in addition to any other penalty provided by law.”

129. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and have a policy or practice of failing to furnish non-exempt employees, including, without limitation, Plaintiff, with itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages earned; all deductions; all applicable hourly rates in effect and the

1 corresponding number of hours worked at each hourly rate in effect during the pay period; the legal
2 name of the employer and/or the name and address of the legal entity securing the employer's
3 services if the employer is a farm labor contractor; and other such information as required by Labor
4 Code section 226, subdivision (a).

5 130. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
6 entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision
7 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
8 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
9 period for each subsequent violation.

10 Violation of Labor Code § 558

11 131. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person
12 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
13 hours and days of work in any of the Industrial Welfare Commission" shall be subject to a civil
14 penalty as follows:

- 15 A. For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
16 pay period for which the employee was underpaid in addition to an amount sufficient
17 to recover underpaid wages;
- 18 B. For each subsequent violation, one hundred dollars (\$100) for each underpaid
19 employee for each pay period for which the employee was underpaid in addition to
20 an amount sufficient to recover underpaid wages;
- 21 C. Wages recovered pursuant to this section shall be paid to the affected employee.

22 132. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
23 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
24 causing Plaintiff and other Aggrieved Employees not to: be paid with the rates of pay and overtime
25 rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the
26 regular payday designated by employer, the name of the employer, including any "doing business
27 as" names used, the name, address, and telephone number of the workers' compensation insurance
28 carrier, information regarding paid sick leave, and other pertinent information.

133. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' herein-described Labor Code violations in the amount 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.

Violation of Labor Code § 1174.5

134. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required every person employing labor in California to “[a]llow any member of the commission or the employees of the Division of Labor Standards Enforcement free access to the place of business or employment of the person to secure any information or make any investigation that they are authorized by this chapter to ascertain or make. The commission may inspect or make excerpts, relating to the employment of employees, from the books, reports, contracts, payrolls, documents, or papers of the person.”

135. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required every person employing labor in California to “[k]eep a record showing the names and addresses of all employees employed and the ages of all minors.”

136. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required every person employing labor in California to “[k]eep, 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 applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.”

137. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any

1 member of the commission or employees of the division to inspect records pursuant to subdivision
2 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

3 138. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
4 willfully failed to keep adequate or accurate time records including wage statements and similar
5 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
6 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
7 under Labor Code section 1174.

8 139. As a direct and proximate result of the herein-described Labor Code violations,
9 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
10 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five
11 hundred dollars (\$500) per violation per Aggrieved Employee.

12 Violation of Labor Code § 1197.1

13 140. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other
14 person acting either individually or as an officer, agent, or employee of another person, who pays
15 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
16 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
17 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
18 Section 203 as follows:

19 A. For any initial violation that is intentionally committed, one hundred dollars (\$100)
20 for each underpaid employee for each pay period for which the employee is
21 underpaid. This amount shall be in addition to an amount sufficient to recover
22 underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable
23 penalties imposed pursuant to Section 203.

24 B. For each subsequent violation for the same specific offense, two hundred fifty dollars
25 (\$250) for each underpaid employee for each pay period for which the employee is
26 underpaid regardless of whether the initial violation is intentionally committed. This
27 amount shall be in addition to an amount sufficient to recover underpaid wages,
28

1 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
2 pursuant to Section 203.

3 C. Wages, liquidated damages, and any applicable penalties imposed pursuant to
4 Section 203, recovered pursuant to this section shall be paid to the affected
5 employee.”

6 141. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
7 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without
8 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees’ minimum wages for all
9 hours worked or otherwise under Defendants’ control due to, without limitation, routinely failing to
10 accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of
11 time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at
12 the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock,
13 entitling Plaintiff and other aggrieved Employees to actual and liquidated damages.

14 142. As a direct and proximate result of the herein-described Labor Code violations,
15 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
16 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount one
17 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
18 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
19 subsequent violation.

20 Civil Penalties Under Labor Code § 2699

21 143. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
22 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
23 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
24 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
25 action brought by an aggrieved employee on behalf of himself or herself and other current or former
26 employees pursuant to the procedures specified in Labor Code section 2699.3.

27 144. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor
28 Code except those for which a civil penalty is specifically provided, the established civil penalty for

1 a violation of those provisions is as follows: if, at the time of the alleged violation, the person
2 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
3 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
4 employee per pay period for each subsequent violation.

5 145. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
6 each of them, violated the Labor Code sections described herein, including, without limitation, for
7 the failure to: pay the rates of pay and overtime rates of pay applicable to their employment,
8 allowances claimed as part of the minimum wage, the regular payday designated by Defendants, the
9 name of the employer, including “doing business as” names used, the name, address, and telephone
10 number of the workers’ compensation insurance carrier, information regarding paid sick leave, and
11 other pertinent information required to be disclosed by Defendants under Labor Code section
12 2810.5, failing to provide Plaintiff and other Aggrieved Employees with the amount of paid sick
13 leave required to be provided pursuant to California and local laws.

14 146. Moreover, Plaintiff and other Aggrieved Employees within the State of California
15 whom he seeks to represent are entitled to an award of reasonable attorneys’ fees and costs in
16 connection with their herein-described claims for civil penalties.

17 **DEMAND FOR JURY TRIAL**

18 147. Plaintiffs demands a trial by jury on all causes of action contained herein.

19 **PRAYER**

20 WHEREFORE, on behalf of Plaintiffs, Class Members, and Aggrieved Employees,
21 Plaintiffs prays for judgment against Defendants as follows:

- 22 A. An order certifying this case as a Class Action;
23 B. An Order appointing Plaintiffs as Class representative and appointing their counsel
24 as class counsel;
25 C. Damages for all wages earned and owed, including minimum and overtime wages,
26 under Labor Code sections 510, 1194, 1197 and 1199;
27 D. Liquidated damages pursuant to Labor Code section 1194.2;
28

- 1 E. Damages for unpaid premium wages from missed meal and rest periods under,
2 among other Labor Code sections, 512 and 226.7;
- 3 F. Penalties for inaccurate wage statements under Labor Code sections 226,
4 subdivision (e) and 226.2;
- 5 G. Waiting time penalties under Labor Code sections 203;
- 6 H. Penalties to timely pay wages under Labor Code section 210;
- 7 I. Damages under Labor Code sections 227.3 and 2802;
- 8 J. Preliminary and permanent injunctions prohibiting Defendants from further
9 violating the California Labor Code and requiring the establishment of appropriate
10 and effective means to prevent future violations;
- 11 K. Restitution of wages and benefits due which were acquired by means of any unfair
12 business practice, according to proof;
- 13 L. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
14 1174.5, 1197.1, and 2699;
- 15 M. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
16 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 17 N. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- 18 O. For attorneys' fees in prosecuting this action;
- 19 P. For costs of suit incurred herein; and
- 20 Q. For such other and further relief as the Court deems just and proper.

21
22 Dated: December 16, 2025

BIBIYAN LAW GROUP, P.C.

23
24 BY: /s/ Megan R. Lazar

25 MEGAN R. LAZAR

26 Attorneys for Plaintiffs KYLE NEFF, on behalf of
27 himself and all others similarly situated
28

1 Dated: December 16, 2025

Shimoda & Rodriguez Law, PC

2

By: /s/ Justin P. Rodriguez

3

Galen T. Shimoda

4

Justin P. Rodriguez

5

Renald Konini

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Attorneys for Plaintiff ERICK HOLMBERG

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my mailing address is 1460 Westwood Boulevard, Los Angeles, California 90024.

On December 23, 2025, and pursuant to the California Code of Civil Procedure section 1010.6, I caused a true and correct copy of the foregoing document(s) described as **FIRST AMENDED COMPLAINT** to be served by electronic transmission to the below-referenced electronic e-mail addresses as follows:

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Attorneys for Defendant, CASTLE TIRE DISPOSAL, LLC

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

Executed on December 23, 2025, at Los Angeles, California.

s enni er c everria

Jennifer Echeverria

EXHIBIT C



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June 16, 2023

For Online Filing:

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Holmberg v. Castle Tire Disposal LLC et al*

Dear Labor Commissioner,

As counsel for Erick Holmberg (“Plaintiff”), I am writing to provide you and the following “employers” notice pursuant to California Labor Code section 2699.3:

Castle Tire Disposal, LLC
4554 El Dorado St
Stockton, CA 95206

Chandos Mahon
P.O. Box 83478
Portland, OR 97283

Ricardo Soto
4454 El Dorado St
Stockton, CA 95206

We are setting forth the “facts and theories” to support each of the counts found within this complaint. Please notify us of your intent to investigate any or all of the claims alleged herein against Castle Tire Disposal, LLC, Chandos Mahon, and Ricardo Soto (“Defendants”). Should you decide not to investigate, we request that you allow us to bring the following action on behalf of Plaintiff and all Aggrieved Employees, pursuant to Labor Code section 2699(a). Specifically, Aggrieved Employees shall include, but is not limited to, the following: all non-exempt employees who worked for Defendants in California at any time between one year prior to the filing of this notice to the present date. Plaintiff is clearly entitled to bring a Private Attorneys General Act (“PAGA”) claim for civil penalties on behalf of these individuals pursuant to *Huff v. Securitas Security Services USA, Inc.*, 23 Cal.App.5th 745, 757 (2018) (finding a plaintiff has PAGA standing if affected by one of the alleged violations; the plaintiff need not have personally experienced all the violations pursued in PAGA action).



A. FACTS

Plaintiff began working for Defendants on March 16, 2021, as a non-exempt employee. Defendants operate a tire recycling and resale business with locations in Stockton, Clear Lake, Redding, Los Angeles, and West Sacramento. Over the course of their employment Plaintiff and Aggrieved Employees held various positions relating to the processing of used tires, including, but not limited to, Laborer/Material Handler, Trailer Unloader/Processing, Route Helper, and Yard Dog. At all times, Plaintiff and Aggrieved Employees were paid a base hourly rate plus various non-discretionary incentives relating to the processing of tires and the type of shifts worked. For example, Plaintiff and Aggrieved Employees were paid \$10 per trailer they filled with tires for resale. Plaintiff and Aggrieved Employees also received yearly bonuses that Defendants labeled as profit sharing. However, the shares ultimately paid to Plaintiff and Aggrieved Employees were based on factors such as attendance, quality and quantity of work, the rate of production by an employee, and the employee's continued employment. Defendants also paid shift differentials depending on the type of shift (*e.g.* day, swing, night) that employees worked. Although Defendants paid these non-discretionary amounts to Plaintiff and Aggrieved Employees in addition to their base hourly rates, Defendants failed to include the value of this extra compensation when calculating Plaintiff and Aggrieved Employees regular rate of pay for premium wage payments. This included the failure to pay the correct rate for overtime, meal and/or rest period premiums, and sick leave wages. There were also several occasions where Defendants simply refused to pay the incentive compensation even though Plaintiff and Aggrieved Employees had performed the required tasks, such as loading the requisite amount of trailers.

Defendants utilized rounding when calculating Plaintiff's and Aggrieved Employees' hours worked. Although Defendants had the ability to, and in fact did, record the amount of time Plaintiff and Aggrieved Employees worked down to the minute, it paid in increments of a quarter hour. Defendants maintained policies and procedures that prohibited Plaintiff and Aggrieved Employees from clocking in prior to seven minutes before the start of their shift, resulting in the systematic rounding down of Plaintiff's and Aggrieved Employees hours worked.

Defendants failed to authorize and permit all legally required meal and rest periods for Plaintiff and Aggrieved Employees. Defendants did not track when Plaintiff and Aggrieved Employees took meal periods or even if they did for the day. Instead, Defendants automatically deducted 30 minutes each day from Plaintiff's and Aggrieved Employees total hours worked. There were many occasions where Plaintiff and Aggrieved Employees were unable to take a full, 30-minute meal period before the completion of the fifth hour worked. Defendants' time keeping practices attempted to conceal the failure to provide timely meal periods and also resulted in unpaid hours worked as Plaintiff and Aggrieved Employees would return to work before the full 30-minute period elapsed. When Plaintiff and Aggrieved Employees worked more than 6 hours in a day, but less than 8 total, Defendants did not provide any opportunity for Plaintiff and Aggrieved Employees to take a second rest period. Similarly, when Plaintiff and



Aggrieved Employees worked longer than 10 hours, Defendants did not provide for the taking of a second meal period or third rest period for the day. However, Defendants would still automatically deduct the additional 30-minute meal period from Plaintiff's and Aggrieved Employees' total daily hours worked. Defendants did not pay Plaintiff and Aggrieved Employees all meal and rest period premiums they were due as a result of their unlawful practices.

Defendants did not provide cell phones to Plaintiff and Aggrieved Employees. Instead, Defendants required Plaintiff and Aggrieved Employees to utilize their personal cell phones to maintain communication regarding the status of their work, their schedules, and various other work-related communications that needed to be made during the day while Plaintiff and Aggrieved Employees were stationed all over the processing facilities, trailers, and/or warehouses. The communications occurred throughout the day and Defendants did not reimburse Plaintiff and Aggrieved Employees for any portion of their cell phone bills.

As a result of Defendants' policies and practices, Plaintiff and Aggrieved Employees were not paid for all wages due, including minimum wages, overtime wages, meal and rest period premiums, and sick leave wages. These amounts were not paid to Aggrieved Employees at the time of their separation and remain unpaid to date. Additionally, the unlawful practices identified above resulted in Defendants issuing inaccurate paystubs to Plaintiff and Aggrieved Employees. The paystubs did not accurately itemize the gross wages earned, total hours worked, applicable rates of pay, the number of piece rate units earned and their individual rates, and the net wages earned.

Plaintiff is informed and believes that Chandos Mahon and Ricardo Soto were the Chief Executive Officer and Managing Member of the Limited Liability Company from at least 2022 to present. Mr. Mahon and Mr. Soto were responsible for creating, implementing, and overseeing the wage and hour policies and practices outlined herein that resulted in the violation of the California Labor Code.

On June 16, 2023, Plaintiff inquired with Defendants' Human Resources Department about the recent lack of bonus payments despite Plaintiff fulfilling the requirements necessary to earn the payments. Plaintiff had made several prior complaints to Human Resources about the lack of payments contrary to the terms of his and Aggrieved Employee's hiring. Plaintiff reminded them that he and other employees depended on these payments, and he just wanted what he had earned. Defendants' Human Resources had given varied explanations in the past about the lack of payment, including Mr. Mahon being on vacation and being unable to process them when due. Failing to receive the payments or a response that clarified why the bonuses were not being paid, on June 16, 2023, Plaintiff asked that Mr. Mahon or Defendants' Vice President, Norman, contact him to explain what was happening. That afternoon, Norman called Plaintiff. Rather than explain the delay in bonus payments, Norman immediately accused Plaintiff of harassing Human Resources about the bonuses. Plaintiff denied any harassment and



explained he was just continuing to follow up since he was not receiving any payments or explanations. Contrary to Defendants' established pay practices, Plaintiff's employment agreement, and Defendants' job postings as of June 2023 saying that monthly and annual bonuses were part of an employee's compensation package, Norman stated there was no bonus program. Plaintiff reminded Norman about his pay history and the agreement he entered into when hired containing the bonus provisions. Plaintiff informed Norman that, because the employee portal did not allow him to pull any information dating back to his hire date, he could not show Norman any documents regarding the bonus. Norman began yelling, "There's no bonus program! You're a fucking at will employee! If you don't like it, you can leave! You're an at-will employee! You can go fuck yourself!" Plaintiff stated he did not want to quit and asked if Norman was firing him. Norman replied, still yelling "Yup! Go fuck yourself Erick! Go fuck yourself!" Plaintiff was then sent home.

B. ALLEGATIONS AND CHARGES

Count 1 – Violation of Labor Code §§ 510, 1194; IWC Wage Order 4, § 3 (Failure to Pay Overtime Wages)

Labor Code sections 510 and 1194 require employers to pay employees 1 ½ times their regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay employees 1 ½ times their regular rate of pay for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay employees 2 times their regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Plaintiff and Aggrieved Employees worked over eight (8) hours per day and forty (40) hours per week and were not paid all overtime wages owed. Plaintiff and all Aggrieved Employees are entitled to recover all unpaid overtime wages. Failure to pay such wages is against the law.

Count 2 – Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 4, § 4 (Failure to Pay Minimum Wages)

During the period Plaintiff and Aggrieved Employees were employed by Defendants they were entitled to be paid at least the State's minimum wage rate for each hour that they worked. *See, e.g.,* IWC Wage Order MW-2019; IWC Wage Order No. 4, § (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendants did not pay Plaintiff and Aggrieved Employees for all hours worked. Thus, Plaintiff and Aggrieved Employees were not paid at least the applicable state minimum wage for those hours worked. This is against the law.



Count 3 - Violation of Labor Code §§ 226.7, 512 and Wage Order No. 4, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 4, section 11(A) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked, which is to be taken before the completion of the fifth hour. Labor Code section 512 and Wage Order No. 4, section 11(B) further provide that employers may not employ employees for a work period of more than ten (10) hours per day without providing the employee with a second meal period of thirty (30) minutes; however, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendants also failed to pay all meal period premiums owed for their failure to provide meal periods. This was in violation of the law.

Count 4 – Violation of Labor Code § 226.7 and Wage Order No. 4, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 4, section 12(A) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant rest periods pursuant to California law. Defendants also failed to pay all rest period premiums owed for their failure to provide rest periods. This was in violation of the law.

Count 5 – Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)

Labor Code section 226 requires employers to furnish to employees with “an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” For the reasons stated above, Defendants failed to comply with these requirements with respect to Plaintiff and Aggrieved Employees. This is in violation of the law.



Count 6 – Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)

Labor Code sections 201-203 require that all wages, including overtime, minimum wages, meal and rest period premiums, and sick leave wages be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Plaintiff and Aggrieved Employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201-203. This is in violation of the law.

Count 7 – Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

Labor Code section 2802(a) states that “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” Defendants failed to pay any reimbursements for cell phone expenses incurred by Plaintiff and Aggrieved Employees. This was in violation of the law.

Count 8 – Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)

Labor Code section 558 states that it is unlawful for any employer, or other person acting on behalf of an employer, to violate or cause to be violated any of sections 500 to 558.1 of the Labor Code or any order of the Industrial Welfare Commission. Similarly, Labor Code section 558.1 states that it is unlawful for any employer or other person acting on behalf on an employer to violate, or cause to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, as well as Sections 203, 226, 226.7, 1193.6, 1194, or 2802 of the Labor Code. As described above, Defendants, by and through Defendants agents, violated Plaintiff and Aggrieved Employees’ rights provided for under Labor Code sections 558 and 558.1 as well as the incorporated Wage Orders and incorporated statutes therein. Mr. Mahon and Mr. Soto were officers, directors, shareholders, and/or managing agents of Defendants responsible for the violations stated herein as they were in a position of authority with the power and responsibility to monitor, institute, and/or modify the unlawful practices, but chose to ratify them instead. This is against the law.

Count 9 – Violation of Labor Code §§ 223, 225 (Failure to Pay Contract Wages)

Labor Code section 223 prohibits employers from paying an employee less than a contractually obligated amount. As stated above, Defendants failed to pay Plaintiff and Aggrieved Employees their contracted incentive pay on numerous occasions despite Plaintiff and Aggrieved Employees fulfilling all required prerequisites for payment. This was against the law.



Count 10 – Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)

Labor Code section 226.3 provides that any employer who fails to maintain records required by Labor Code section 226(a) or provide records required by 226(a) shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation. Labor Code section 1174(d) provides that employers must keep and maintain accurate payroll records showing the hours worked daily by, and the wages paid to, employees. Defendants failed to maintain the accurate records required by law and, instead, maintained incomplete, inaccurate records regarding Plaintiff and Aggrieved Employees' wage records and hours worked. This was against the law.

Count 11 – Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)

Labor Code sections 246, *et seq.*, mandate that employers must provide California employees, who work thirty (30) or more days within a year for the employer, paid sick leave of at least one (1) hour for every thirty (30) hours worked that begins to accrue at the commencement of employment. An employer may use a different accrual method, other than providing one hour per every 30 hours worked, provided that the accrual is on a regular basis so that an employee has no less than twenty-four (24) hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period. An employer may limit the use of sick leave to either twenty-four (24) hours or the equivalent of three (3) days, whichever is greater, during a year period. However, employers using an accrual method rather than a lump sum method must allow employees to accrue up to forty-eight (48) hours or the equivalent of six (6) days at any given time. Employers must authorize employees to take paid sick leave under the conditions set forth in the Healthy Workplaces, Healthy Families Act of 2014 ("HWHFA") for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. Any sick leave taken must be paid at the employee's regular rate of pay. For the reasons stated above, Defendants failed to provide Plaintiff and Aggrieved Employees with sick leave meeting the requirements set forth in HWHFA. Plaintiff will be seeking equitable, injunctive, and restitutionary relief to remedy these violations.

Count 12 – Violation of Labor Code §§ 204, 210 (Untimely Payment of Wages)

Labor Code section 204(a) provides that "all wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar



month, shall be paid for between the 1st and 10th day of the following month. As stated above, Defendants failed to comply with this provision by not paying Plaintiff and Aggrieved Employees for all incentive wages within the maximum time allowed under the statute. This was in violation of the law.

Count 13 – Violation of Labor Code § 1102 (Whistleblower Retaliation)

Labor Code Section 1102.5(a) states that an employer may not “make, adopt, or enforce any rule, regulation, or policy preventing an employee from disclosing information to a . . . person with authority over the employee, or to another employee who has authority to investigate, discover, or correct the violation or noncompliance, . . . if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee’s job duties.”

An employer also may not “retaliate against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information, to a government or law enforcement agency, to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, . . . if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee’s job duties. See Labor Code § 1102.5(b).

Lastly, an employer may “not retaliate against an employee for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.” See Labor Code § 1102.5(c).

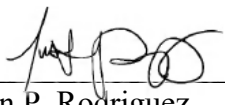
As outlined above, Defendants attempted to prevent Plaintiff from disclosing wage and hour violations regarding the failure to pay incentive payments and retaliated against Plaintiff as a result of his disclosures to Human Resources and Norman. Norman is Defendants managing agent and his actions were egregious, wanton, and made with reckless disregard of Plaintiff’s rights and wellbeing. Defendants unlawfully retaliated against Plaintiff when they terminated him as a direct result of his complaints over wages.



If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact our office.

Very truly yours,

Shimoda & Rodriguez Law, PC

By: _____
Justin P. Rodriguez

JPR

cc: Client via e-mail

1 *Holmberg v. Castle Tire Disposal LLC et al*

2 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
3 **and California Rules of Court, Rule 1.21 and Rule 2.150**

4 I, Elias Tapia, declare that:

5 I am a citizen of the United States and am over the age of eighteen years and not a party to
6 the within above-entitled action.

7 On June 16, 2023, I served the following documents on the party below:

- 8 • PRIVATE ATTORNEYS GENERAL ACT LETTER (PAGA)

9

10 Castle Tire Disposal, LLC 4554 El Dorado St Stockton, CA 95206	Chandos Mahon P.O. Box 83478 Portland, OR 97283
11 Ricardo Soto 4454 El Dorado St Stockton, CA 95206	

12
13
14

15 [XXX] [By Certified Mail] I am familiar with my employer's practice for the collection
16 and processing of correspondence for mailing with the United States Postal
17 Service and that each day's mail is deposited with the United States Postal
18 Service that same day in the ordinary course of business. On the date set forth
19 above, I served the aforementioned document(s) on the parties in said action by
placing a true copy thereof enclosed in a sealed envelope with postage thereon
fully prepaid, for collection and mailing on this date, following ordinary business
practices, at Elk Grove, California, addressed as set forth above.

20 [] [By Personal Service] By personally delivering a true copy thereof to the office
of the addressee above.

21 [] [By Overnight Courier] By causing a true copy and/or original thereof to be
22 personally delivered via the following overnight courier service:_____.

23 I declare under penalty of perjury under the laws of the State of California that the foregoing
24 is true and correct, and that this declaration was executed on June 16, 2023, at Elk Grove, California.

25 
Elias Tapia

26
27
28

March 16, 2023

PAGA NOTICE FILED ELECTRONICALLY

Re: Notice Letter of Kyle Neff on Behalf of Himself and
Aggrieved Employees Under California Labor section 2699.3

Employer: Castle Tire Disposal, LLC
PO Box 83478
Portland, Oregon 97283

To Whom It May Concern:

This letter shall constitute notice under Labor Code section 2699.3 (hereinafter “PAGA Notice”). The \$75 filing fee for the PAGA Notice was paid online by credit card at the time this PAGA Notice was submitted online to the Department of Industrial Relations.

This PAGA Notice concerns Kyle Neff (“Employee”) employment with Employee’s former employers: Castle Tire Disposal, LLC. Employee was employed as a non-exempt employee of Castle Tire Disposal, LLC with duties that included, but were not limited to, operating a forklift to move tires. from approximately July of 2022 and through approximately September of 2022. In connection with the alleged claims for failure to comply with Labor Code section 6409.6, Labor Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 246, *et seq.*, Labor Code section 432, Labor Code section 1198.5, Labor Code section 2802, restraints on competition, whistleblowing and freedom of speech, Employee seeks to represent all employees of Castle Tire Disposal, LLC and each of them, as well as their parents, subsidiaries and affiliates (hereinafter, collectively, “Employer”). On all other claims mentioned herein, Employee seeks to represent only non-exempt employees of Employer.

Employee and other aggrieved employees are covered by Labor Code section 510 and applicable Wage Orders. Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of requiring its employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek without paying them proper overtime wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer’s control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off

the clock, to make phone calls or drive off the clock, and/or go through security screenings and/or temperature checks off the clock; failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or manipulation of time entries to show less hours than actually worked, and for paying straight pay instead of overtime pay to the detriment of Employee and other aggrieved employees. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 510, 1194, and applicable Wage Orders based on its practice of providing total compensation that is less than the required legal overtime compensation for the overtime worked, entitling Employee and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing to compensate Employee and other aggrieved employees with minimum wages for all hours worked or otherwise under Employer's control as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock; detrimental rounding of employee time entries; editing and/or manipulation of time entries to show less hours than actually worked; and failing to pay split shift premiums. In addition, Employee and other aggrieved employees were required to report to work, and did report, but were not put to work and/or were furnished less than half their usual or scheduled day's work without being paid for half the usual or scheduled work at their regular rate of pay. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 221, 223, 1197, 1182.12, Cal. Code Regs, title 8, section 110404(5)(A), and applicable Wage Orders based on its continued failure to pay minimum wages for all hours worked, entitling Employee and other aggrieved employees to actual and liquidated damages under, without limitation, Labor Code sections 1194 and 1194.2. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of compelling its employees to work in excess of five (5) and ten (10) hours per day without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof including, without limitation: by interrupting meal periods; not providing timely meal periods; failing to provide first and second meal periods; providing short meal periods; requiring that employees carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods that could not be auto-deducted by law or during which

employees worked. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code section 512, entitling Employee and other aggrieved employees to premium payments under Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant meal periods, either at all or at the proper regular rate of pay. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant meal periods, as well as for failing to provide premium pay under Labor Code section 226.7.

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of compelling its non-exempt employees, including, without limitation, Employee, to work over four-hour periods (or major fractions thereof) without authorizing and permitting Employee and other aggrieved employees to take uninterrupted, timely, and complete ten-minute rest periods in which the employees are completely relieved of all of their duties, including, without limitation: by failing to provide rest periods all together; requiring that they be bundled together and/or with meal periods; interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest periods not providing them in a timely fashion; and not permitting employees to leave the premises; and otherwise requiring on-duty/on-call rest periods. As such, Employee is informed and believes, and based thereon alleges, that Employee and other aggrieved employees are entitled to relief under, without limitation, Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper regular rate of pay. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant rest periods, as well as for failing to provide premium pay under Labor Code section 226.7.

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of failing to permit Employee and other aggrieved employees from taking cooldown rest periods as required under California Code of Regulations, Title 8, Section 3395 and premium pay in lieu thereof under Labor Code section 226.7. As a result, Employer would be liable for civil penalties under Labor Code sections 558 and 2699.

In addition to the above, Employee is informed and believes, and based thereon alleges that Employer failed and continue to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under Labor Code section 1174, making it difficult for Employee and other aggrieved employees to calculate their unpaid wages and/or premium payments. Employer also failed to provide these documents to Employee and other aggrieved employees upon request. This would entitle Employee and other aggrieved employees to penalties prescribed by Labor Code sections 226 and 1198.5. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5 and 2699.

As a result of, among other things, Employer's herein-described policy or practice of failing to: accurately record time; failing to pay overtime and minimum wages; provide meal periods; provide rest periods; and provide compensation in lieu of meal or rest periods; as described above, Employee is informed and believes, and based thereon alleges, that Employer also intentionally failed and continues to fail to furnish aggrieved employees, including, without limitation, Employee, with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; all deductions; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; the legal name and address of the other; and other such information as required by Labor Code section 226, subdivision (a). Specifically, Employer intentionally failed to furnish employees with itemized wage statements that accurately reflect the hours worked by Employee and other aggrieved employees and the rates of pay at which they were or should have been paid (including due to failure to pay at the proper regular rate), thus resulting in a failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, since Employer would have failed to comply with Labor Code section 226, subdivision (a), Employee and other aggrieved employees would be entitled to recover penalties under, without limitation, Labor Code section 226, subdivision (e). Employer would also be liable for civil penalties pursuant to Labor Code sections 226.3, 558, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer also failed and refused, and continue to fail and refuse, to timely pay compensation to Employee and other terminated or resigned employees, including but not limited to, all overtime wages owed; all minimum wages owed; and all premium pay owed as set out above, including, without limitation, for failure to pay at the proper regular rate of pay, among other things. Consequently, Employer would be liable for waiting time penalties for having violated California Labor Code sections 201, 202, and 203. Employer would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges, that Employer has or had a policy or practice of unlawfully deducting wages by issuing in payment of wages due, or to become due, or as an advance on wages to be earned: an order, check, draft, note, memorandum, gift card, or other acknowledgement of indebtedness, (unless it was negotiable and payable in cash, on demand, without discount, at some established place of business in the state), the name and address of which must but did not appear on the instrument, and at the time of its issuance and for a reasonable time thereafter, which must be but was not at least 30 days, the maker or drawer did not have sufficient funds in, or credit, arrangement, or understanding with the drawee for its payment or any scrip, coupon, cards, or other thing redeemable, in merchandise or purporting to be payable or redeemable otherwise than in money. Employee is further informed and believes, and based thereon alleges, that such wages were not compensated at the "regular rate" of compensation as provided under Labor Code sections 226.7 and 510, subsection (a). Consequently, Employee is informed and believes, and based thereon alleges, that Employee and other aggrieved employees are entitled to relief under, without limitation, Labor Code sections 212, 213, 226.7, and 510 subsection (a). Employer would thus be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699.

Employee is further informed and believes, and based thereon alleges that Employer failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employee and other aggrieved employees with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employer, the name of the employer, including any “doing business as” names used, the name, address and telephone number of the workers’ compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employer under Labor Code section 2810.5. Employee is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Employer to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Employee is additionally informed and believes that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Among other relief, employees may collect from Employer in connection with these violations’ civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer also failed and refused, and continues to fail and refuse, to reimburse employees, including, without limitation, Employee and other aggrieved employees, with their costs incurred for driving personal vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits, separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for the purchase and maintenance of cellular phones and cellular phone plans, in direct consequence of the discharge of their duties, or of their obedience to the directions of Employer, as required by Labor Code section 2802, and other statutory and common law offenses. As a result, Employer are liable to reimburse Employee and other aggrieved employees for these costs incurred in furtherance of work duties. In addition, Employer would be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to reimburse deposits made, including uniform deposits together with all interest owed at the separation of employment in violation of Labor Code section 404, entitling Employee and other aggrieved employees to damages in the amount of the deposit and accrued interest. Employer would also be liable for civil penalties under Labor Code sections 558 and 2699.

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to provide Employee and other aggrieved employees with the amount of paid sick leave required to be provided pursuant to California and local laws (including, without limitation, Labor Code section 246, *et seq.* Employee is further informed and believes that the sick pay was not provided at the proper regular of pay as required under California law due to failure to properly calculate the regular rate. Employee is further informed and believes that Employer also did not permit its use upon request by Employee and other aggrieved employees as contemplated under California and local laws. Employee is additionally informed and believes

that the notice requirement of Labor Code section 246 *et seq.* involves a mandatory payroll or workplace injury reporting. As such, Employer would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code sections 558 and 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to pay aggrieved employees their paid time off and vacation time owed upon separation of employment as wages at their final rate of pay in violation of Labor Code section 227.3 and applicable Wage Orders. As such, Employer would be liable for civil penalties for violation of Labor Code section 227.3 under Labor Code section 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month." Employee is informed and believes and based thereon alleges that Employer did not and do not pay Employee and other aggrieved employees in accordance with Labor Code Section 204. As such, Employee is informed and believes, and based thereon alleges that Employer violated Labor Code section 204. Employer would be liable for civil penalties pursuant to Labor Code sections 210, 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy of failing to provide all temporary workers with owed wages weekly by not later than the regular payday of the following week. As a result, pursuant to Labor Code section 201.3, Employer would be liable for civil penalties pursuant to Labor Code sections 201.3.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to provide all working employees with suitable seats when the nature of the work reasonably permits the use of seats. Employee is further informed and believes, and based thereon alleges that Employer has failed to place an adequate number of seats in reasonable proximity to the work area and/or permitted employees to use such seats when it does not interfere with the performance of their duties when employees are not engaged in the active duties of their employment and the nature of their work requires standing.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from using or disclosing the skills, knowledge and experience they obtained at Employer for purposes of competing with Employer, including, without limitation, preventing Employees from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Employer and under what circumstances that they might be receptive to an offer from a rival employer. As such, Employee is informed and believes that this violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of

the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k). Employer would be liable for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from disclosing violations of state and federal law, either within Employer to their managers or outside Employer to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. In addition, Employee is informed and believes that these policies and/or practices prevent Employee and/or other aggrieved employees from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code section 232 and 232.5. These violations of the Labor Code would expose Employer to liability for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from engaging in lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5, subdivision (k). Employee is informed and believes that this lawful conduct includes the exercise of Employee and/or other aggrieved employee's constitutional rights of freedom of speech and economic liberty and would thus expose Employer to liability for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to furnish and use safety devices and safeguards. And adopt and use practices, means, methods, operations and processes which are reasonably adequate to render such employment and place of employment safe and healthful, pursuant to, including but not limited to, Labor Code section 6401. Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of requiring or permitting employees to go or be in any employment or place of employment which is not safe and healthful, pursuant to Labor Code section 6402. Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing or neglecting to: provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe; adopt and use methods and processes reasonably adequate to render the employment and place of employment safe; and do every other thing reasonably necessary to protect the life, safety, and health of employees, pursuant to Labor Code section 6403. Employee is informed and believes, and based thereon alleges that these failures include, without limitation, failing to disinfect time clocks and other surfaces after use by Employee and/or other aggrieved employees; failing to provide adequate protection equipment to Employee and/or other aggrieved employees; and failing to provide adequate distance in working conditions between Employee and/or other aggrieved employees.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to give sufficient, adequate and proper notice to employees of the

Covid-19 exposure within one business day of receiving notice of potential Covid-19 workplace exposure from a qualifying individual as required by Labor Code section 6409.6. Employee is informed and believes that numerous employees contracted Covid-19 during the relevant time periods, but that Employer failed to provide notice to employees. Employee is additionally informed and believes that Defendant does not or did not keep adequate records of written notifications required in subdivision (a) for a period of at least three years.

Specifically, Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing within one business day after Employer or a representative of Employer received a notice of potential exposure to COVID-19 to provide written notice to Employee and other aggrieved employees, or their exclusive representatives, who were on the premises at the same worksite as a qualifying individual who was within the infectious period that they may have been exposed to COVID-19. Furthermore, Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing within one business day after Employer or a representative of Employer received a notice of potential exposure to COVID-19 to provide Employee and other aggrieved employees who were on the premises at the same worksite as the qualifying individual within the infectious period and the exclusive representative, if any, with information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws, including, but not limited to, workers' compensation, and options for exposed employees, including COVID-19-related leave, company sick leave, state-mandated leave, supplemental sick leave, or negotiated leave provisions, as well as antiretaliation and antidiscrimination protections of the employee. Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 6409.6 and 6432.

Additionally, Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing within one business day after Employer or a representative of Employer received a notice of potential exposure to COVID-19 to notify Employee and other aggrieved employees who were on the premises at the same worksite as the qualifying individual within the infectious period, and the employers of subcontracted employees who were on the premises at the same worksite as the qualifying individual within the infectious period and the exclusive representative, if any, of the cleaning and disinfection plan that the employer is implementing per the guidelines of the federal Centers for Disease Control and Prevention and the COVID-19 prevention program per the Cal-OSHA COVID-19 Emergency Temporary Standards. Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 6409.6 and 6432.

Moreover, Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing to notify the local public health agency in the jurisdiction of the worksite of the names, number, occupation, and worksite of employees who had a laboratory-confirmed case of COVID-19, as defined by the State Department of Public Health; a positive COVID-19 diagnosis from a licensed health care provider; a COVID-19-related order to isolate provided by a public health official; or died due to COVID-19, in the determination of a county public health department or per inclusion in the COVID-19 statistics of a county. Employee

is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 6409.6 and 6432.

Employee is informed and believes, and based thereon alleges that Employer violated section 1527, 3366, 3457 and 8397.4 by failing to provide adequate and readily accessible sanitation facilities; a regular schedule for servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary and serviceable condition; an adequate supply of suitable cleansing agents, water, single-use towels or blowers; and a sufficient number of toilets to be used by each sex of employee.

Employee is further informed and believes, and based thereon alleges that Employer had and has a policy or practice of requiring, as a condition of employment, its applicants or employees to waive any right, forum, or procedure for a violation of any provision of the California Fair Employment and Housing Act or the Labor Code, including the right to file and pursue a civil action or a complaint with, or otherwise notify, any state agency, other public prosecutor, law enforcement agency, or any court or other governmental entity of any alleged violation, in violation of Labor Code section 432.6. Employee is additionally informed and believes that Employer knew that requiring such a condition was prohibited by law. Accordingly, for violations of Labor Code sections 432.5 and 432.6, Employee and aggrieved employees are entitled to attorneys' fees, an injunction, as well as civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of conducting unlawful background checks on prospective and current employees prior to making a conditional offer. Employee is informed and believes, and based thereon alleges, that Employer violated applicable laws by, without limitation: requiring job applicants and employees to disclose their conviction history before Employer made a conditional offer of employment; inquiring into or considering the conviction history of applicants before Employer made any conditional offers of employment; considering, distributing, or disseminating information about arrests not followed by conviction, referrals to or participation in a pretrial or posttrial diversion program, convictions that have been sealed, dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the convicted person has received a full pardon or has been issued a certificate of rehabilitation, while conducting conviction history background checks in connection with any applications for employment; intending to deny an applicant a position of employment solely or in part because of the applicant's conviction history; and asking applicants for employment to disclose, through any written form or verbally, information concerning or related to an arrest, detention, processing, diversion, supervision, adjudication, or court disposition that occurred while the person was subject to the process and jurisdiction of the juvenile court, to the detriment of Employee and other aggrieved employees. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code section 432.7 and Government Code section 12952, entitling Employee and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.7, 432.8, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of relying on the salary history information of an applicant for employment as a factor in determining whether to offer employment to an applicant or what salary to offer the applicant in violation of Labor Code section 432.3 by including, on Employer's application for employment, an inquiry regarding current and/or former salary history information, including, without limitation, compensation and benefits of the applicant for employment. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code section 432.3 entitling Employee and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.3 and 2699.

Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employee may immediately thereafter file a civil complaint against Employer to allege causes of action for civil penalties under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Very truly yours,

BIBIYAN LAW GROUP, P.C.

/s/ Amanda L. Fazio

Amanda L Fazio

cc: Castle Tire Disposal, LLC (via U.S. Certified Mail, Return Receipt Requested)

EXHIBIT D

Holmberg v. Castle Tire Disposal LLC et al. - Shimoda & Rodriguez Law, PC, Costs

6/27/23	One Legal Service Fee - \$1000 complex fee, \$435 complaint fee, \$121.09 filing fee order	\$ 1,556.09
6/29/23	Affordable Legal Service Fee	\$ 113.55
6/29/23	PAGA Letter to LWDA	\$ 75.00
6/29/23	Certified Mail - PAGA Letters to Employers	\$ 14.97
6/29/23	Administration/Copy Fee - Phone, Fax, Scan, Copying, Westlaw Legal Research Fees	\$ 500.00
7/5/23	One Legal Service Fee - Proof of service of summons order	\$ 61.26
10/20/23	One Legal Service Fee - Stipulation and Proposed Order to Amend Complaint \$2870 court fee \$219.01 filing fee	\$ 3,089.01
10/25/23	One Legal Service Fee - First amended complaint order	\$ 101.92
12/18/23	One Legal Service Fee - Case Management Statement	\$ 83.39
7/2/24	Mediator Fee	\$ 4,050.00
1/28/25	One Legal Service Fee - Case Management Statement	\$ 116.16
2/26/25	One Legal Service Fee - Notice of Settlement	\$ 116.16
8/14/25	One Legal Service Fee - Stipulation to Stay Litigation	\$ 137.84
3/20/26	One Legal Service Fee - Stipulation Re Modifying Class Notice	\$ 42.07
ANTICIPATED	One Legal Service Fee - Case Management Statement	\$ 83.39
ANTICIPATED	One Legal Service Fee - Motion for Final Approval	\$ 125.00
ANTICIPATED	One Legal Service Fee -Request for Dismissal (<i>Holmberg</i> Action)	\$ 116.16
ANTICIPATED	One Legal Service Fee - Compliance Declarations	\$ 25.00

Total: \$ 10,406.97

EXHIBIT E

EXHIBIT F

<u>TASK CATEGORY</u>	<u>CTS</u>	<u>JPR</u>	<u>RK</u>
Pre-filing investigation, Pleadings, Admin Exhaustion. Includes initial client meeting and review of claims and documents; Pre-filing investigation/research; Review of payroll records and prior filings against Defendant; Drafting pleadings, notices, administrative filings; Reviewing and responding to pleadings and court filings. Communications with opposing counsel, co-counsel, and client regarding same.	8.4	12.6	25.2
Case Review, Management, Strategy Meetings. Includes time spent discussing general plan of action updates and strategies in weekly meetings, research and analysis regarding claims, case management conferences and related meet/confer, drafting of statements, and attendance for hearings; Research/investigation regarding successor entities/liability; Confering with co-counsel re: joint prosecution. Communications with opposing counsel, co-counsel, and client regarding same.	6.1	15.7	7.9
Discovery (Non-Mediation Related). Includes time spent preparing discovery requests, <i>Belaire</i> notice, and Protective Order; Meet and confer regarding scope of discovery and <i>Belaire</i> issues; Document review; Public records searches; Interviewing witnesses. Communications with opposing counsel and client regarding same.	2.1	6.2	8.4
Discovery / Investigation for Mediation. Includes time spent preparing/reviewing informal discovery requests specifically geared towards mediation; Reviewing informal mediation productions, including data, analyses, documents, expert analysis, and public records. Communications with opposing counsel, co-counsel, and client regarding same.	1.5	16.3	4.8
Mediation / Settlement Conference. Includes time spent drafting/revising mediation brief and accompanying exhibits; Prepare for and attending mediation; Reviewing and revising damages analysis; Legal research relating to issues on day of mediation; Review and revise MOU; Solicit settlement administration bids. Communications with opposing counsel, co-counsel, and client regarding same.	2.4	13.8	1.2
Drafting Settlement Agreements. Includes time spent preparing long form agreement and exhibits, revisions relating thereto, and referenced exhibits; Research & review of approval procedures and issues regarding disputed settlement terms. Communications with opposing counsel, co-counsel, and client regarding same.	3.6	22.9	5.7
Settlement Approval and Administration. Includes time spent drafting declarations in support of preliminary approval; Review of preliminary approval motion; Review/revise Notice of Settlement per Court's Order; Updating Notice of Settlement & Court filings related thereto re: SSN/IRS issues; Speaking with Settlement Administrator regarding pre-notice calculations and distributions; Review notice updates and class member responses; Review/revise Settlement Administrator declaration in support of final approval; Review final calculations and estimated disbursements; Drafting motion for final approval and legal research regarding same. Communications with opposing counsel, co-counsel, and client regarding same. Includes 10 hours for J. Rodriguez supervising final distributions and compliance with Court final approval order and compliance hearings	5.9	24.6	22
Total Per Billing Party:	30	112.1	75.2

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Attorneys for Plaintiff ERICK HOLMBERG individually and
on behalf of similarly situated employees

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

KYLE NEFF and ERICK HOLMBERG,
individually, and on behalf of all others
similarly situated,

Plaintiffs,

vs.

CASTLE TIRE DISPOSAL, LLC, a Delaware
Limited Liability Company; and DOES 1
through 100, inclusive,

Defendant.

CASE NO.: 34-2023-00336483

RELATED CASE NO.: 23CV002828

*Assigned for all purposes to Hon. Lauri A. Damrell
Department 8B*

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: July 17, 2026

Time: 9:00 a.m.

Dept.: 8B

Judge: Hon. Lauri A. Damrell

Filed: March 20, 2023

FAC Filed: December 23, 2025

Trial Date: None Set

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Final Approval of Class Action and PAGA Settlement (“Motion”) in the above
3 referenced case came before this Court on July 17, 2026, at 9:00 a.m., in Department 8B before the
4 Honorable Lauri A. Damrell, presiding. The operative Complaint alleges that Defendant Castle Tire
5 Disposal, LLC (“Defendant”), violated California law by failing to pay overtime wages, failing to pay
6 minimum wages, failing to provide meal periods, failing to provide rest periods, failing to pay final
7 wages, wage statement violations, failing to timely pay wages, failing to indemnify/reimburse, violation
8 of Labor Code section 227.3, and engaging in unfair competition. Plaintiffs have also alleged Defendant
9 is liable for civil penalties under the Private Attorney’s General Act (“PAGA”) based on these violations.
10 Plaintiffs sought attorneys’ fees and costs in connection with the litigation. Defendant denied all of
11 Plaintiffs’ claims and denied that this case was appropriate for class treatment other than for settlement
12 purposes. No class has been certified. The Settlement was preliminarily approved by this Court on
13 February 6, 2026.

14 The parties have agreed to settle the class and PAGA claims. Defendant will provide monetary
15 consideration in exchange for a release of claims consistent with the terms of the proposed settlement
16 as set forth in the Joint Stipulation Regarding Class Action and PAGA Settlement and Release
17 (“Agreement” or “Settlement”). Any capitalized terms herein shall have the same meaning as set forth
18 in the Agreement. The Court, having received and considered Plaintiffs’ Motion for Final Approval of
19 Class Action and PAGA Settlement, the declarations in support, the Agreement, the Notice of
20 Settlement, and other evidence, HEREBY ORDERS AND MAKES DETERMINATIONS AS
21 FOLLOWS:

22 **I. CERTIFYING A SETTLEMENT CLASS; APPOINTMENT OF CLASS**
23 **REPRESENTATIVES; APPOINTMENT OF CLASS COUNSEL**

24 The Court finds that certification of the following class for settlement purposes only is
25 appropriate under the California Code of Civil Procedure and related case law:

26 All current and former non-exempt employees employed by Defendant in
27 California at any time during the period from March 20, 2019, through
28 February 15, 2024.

1 The Court recognizes that the foregoing definition is for Class Member identification purposes
2 only and is not intended to capture the claims at issue or limit or alter the released claims under the
3 Agreement.

4 For settlement purposes only, the Court finds that Class Members meet the ascertainability and
5 numerosity requirements since the parties can identify with a matter of certainty, based on payroll
6 records, individuals who fall within the definition and the number of Class Members would make
7 joinder impractical. The commonality and predominance requirements are met for settlement purposes
8 since there are questions of law and fact common to Class Members. The common questions of law or
9 fact in this case all stem from Plaintiffs' contentions that Defendant caused the violations outlined above
10 by 1) failing to fully compensate employees due to rounding employee's hours worked, suffering and
11 permitting off-the-clock work, and failing to properly calculate the regular rate of pay for premium wage
12 payments, 2) failing to provide compliant meal and rest periods, and 3) failing to reimburse employees
13 for using their cell phone for work purposes and for purchasing their own PPE. The PAGA, waiting
14 time penalty, wage statement violation, and unfair competition claims also derive from these violations.
15 Additionally, Class Members seek the same remedies under state law. The typicality requirement for
16 settlement purposes is also satisfied since the claims of the Class Representatives are based on the same
17 facts and legal theories as those applicable to the Class Members.

18 The Court also finds that certifying the settlement class is required to avoid each Class Member
19 from litigating similar claims individually. This Settlement will achieve economies of scale for Class
20 Members with relatively small individual claims and conserve the resources of the judicial system.

21 The Court finds that Plaintiffs Erick Holmberg and Kyle Neff and Plaintiffs' counsel, Shimoda
22 & Rodriguez Law, PC, and Bibiyan Law Group, P.C., to be adequate representatives of the settlement
23 class. The Court appoints them as Class Representatives and Class Counsel, respectively.

24 **II. APPROVING CLASS ACTION AND PAGA SETTLEMENT**

25 The Court has again reviewed the preliminarily approved Agreement, which was submitted with
26 Plaintiffs' Motion as Exhibit A. The Court finds that final approval is warranted as the Settlement falls
27 within the range of reasonableness and is fair, reasonable, and adequate for the class. The Court also
28 finds the Settlement was agreed upon only after extensive investigation, litigation, and arms-length

1 negotiations by counsel experienced in complex litigation, who took reasonable steps and measures to
2 weigh the potential value of the disputed claims against the risks of continued litigation. Class Members
3 were able to object to the Agreement and its terms through the administration process and at a fairness
4 hearing or opt-out of being bound by the preliminarily approved Agreement.

5 No objections were made by Class Members and no Class Members opted out of the settlement.
6 Because the Court finds the Parties' settlement to have been agreed upon only after an extensive
7 investigation and arms-length negotiations, and in an attempt to avoid further delays and costs, the Court
8 gives final approval to the Agreement and all terms therein as if stated here in full, including the
9 \$480,000 Gross Settlement Amount.

10 The Court approves of the \$20,000 PAGA Payment, which shall be paid from the Gross
11 Settlement Amount, not in addition to the Gross Settlement Amount, to resolve the alleged PAGA
12 claims. Seventy-Five percent (75%) of the PAGA Payment will be paid to the Labor and Workforce
13 Development Agency ("LWDA") and Twenty-Five percent (25%) will be paid to PAGA Members on a
14 pro rata basis as described in the Agreement. The Court also finds that based on the facts of this case
15 and the disputed issues, the PAGA Payment provides a recovery that creates an effective, substantial
16 deterrent to any potential future non-compliance, furthering the purpose of the Labor Code and LWDA.

17 The Court approves of the identified *cy pres* beneficiaries and distribution plan wherein any
18 checks issued to Participating Class Members and/or PAGA Members that are not cashed by the
19 deadline to do so shall be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for
20 Workers' Rights. *See In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 718 (2006). No portion of the
21 Gross Settlement Amount will revert to Defendant for any reason.

22 The releases and waivers for Class Members who did not opt out of being bound by the
23 Agreement (*i.e.* Participating Class Members), PAGA Members, and the Class Representatives are also
24 approved by the Court as set forth in the Agreement.

25 Class Counsel sought an award of attorneys' fees of \$160,000, attorney's costs of \$26,937.32, an
26 Enhancement Payment of \$10,000 to each Class Representative, and for Settlement Administrator Costs
27 in the amount of \$8,250. Defendant does not oppose these requests. The Notice of Settlement sent to
28 Class Members included information regarding these amounts and that they would be requested in

1 connection with final approval of the Agreement. Class Members have been given the opportunity to
2 object to these amounts and no objections have been submitted in any respect whatsoever. The Court
3 has reviewed the evidence submitted by Class Counsel regarding their hourly rates and the amount of
4 time expended in the litigation for the benefit of Class Members. The Court finds that the rates
5 requested and hours expended are reasonable. The Court has also reviewed the updated itemized costs
6 submitted by Class Counsel, the information provided by the Class Representatives regarding the efforts
7 and burdens undertaken for the benefit of the class, and the cost information provided by the Settlement
8 Administrator in its declaration. The Court finds that these amounts requested for attorneys' fees and
9 costs, the Enhancement Payments for Class Representatives, and the Settlement Administrator Costs are
10 fair and reasonable, and awarded as requested and deducted from the gross settlement amount. This
11 finding is further supported by the lack of objection by Class Members to these amounts. The difference
12 between the actual attorney's costs and Settlement Administrator Costs awarded and the maximum
13 amounts originally allocated for each payment under the Agreement will be added to the Net Settlement
14 Amount pursuant to the terms of the Agreement.

15 **III. APPROVAL OF THE NOTICE OF SETTLEMENT AND METHOD FOR** 16 **DISTRIBUTING THE NOTICE OF SETTLEMENT**

17 The Court finds that the Notice of Settlement fairly and adequately advised Class Members of
18 the terms of the Agreement, the rights being waived, their right to opt out, the ability to dispute the
19 number of workweeks worked during the Class Period, their pro rata share of the Net Settlement
20 Amount, how to participate in the settlement, how to file documentation in opposition to the proposed
21 settlement, and when to appear at the fairness hearing. The Court further finds that the Notice of
22 Settlement and distribution of such notice by first class mail to each identified Class Member at his or
23 her most recent address based on a National Change of Address database search from the Class
24 Members' last known address and a skip trace on any Class Members who have the Notice of Settlement
25 returned as "undeliverable" or "not at this address" comported with all constitutional requirements,
26 including those of due process.

IV. IMPLEMENTATION SCHEDULE

Accordingly, with good cause shown, the Court hereby approves and orders that the following implementation schedule be adhered to:

Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts for Participating Class Members and/or PAGA Members, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendant's Counsel	Within 7 calendar days after the Effective Date
Last day for Defendant to fund settlement	Within 65 calendar days after the Effective Date
Last day for Settlement Administrator to deliver payment of Class Counsel's attorney's fees and costs, Enhancement Payments, PAGA Payment, Settlement Administrator Costs, payment to Participating Class Members, and payment to PAGA Members	Within 7 calendar days after Defendant has funded the settlement
Last day for Participating Class Members and PAGA Members to cash settlement checks	180 calendar days after issuance of checks to Participating Class Members and PAGA Members
Last day for Settlement Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after settlement check cashing deadline
Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

IT IS FURTHER ORDERED that this final approval order is effective as a judgment with each party to bear its own fees and costs outside of what has been ordered herein. This matter is subject to the Court's continuing jurisdiction to monitor and enforce the terms of this order and the approved Agreement pursuant to California Civil Procedure Code section 664.6.

1 The Court Sets a further compliance hearing for May 7, 2027, at 10:30 a.m. At least 15 calendar
2 days prior to the hearing, Class Counsel shall file a declaration from the Settlement Administrator
3 regarding the status of the distribution of the settlement funds. If the Court is satisfied that the
4 settlement funds have been fully distributed, no appearance will be required.

5
6 **IT IS SO ORDERED.**

7
8 Date: _____

By: _____
Judge of the Superior Court