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individually and on behalf of similarly situated employees
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10 **SUPERIOR COURT OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN JOAQUIN**
12

13 KATLIN LIONAKIS, individually and on
14 behalf of all other similarly situated
employees,

15 Plaintiffs,

16 vs.

17 LANGETWINS WINE COMPANY, INC., a
18 California Corporation; MARISSA LANGE,
19 an individual; and DOES 1 to 100, inclusive,

20 Defendants.
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Case No. STK-CV-UOE-2023-13130

*Assigned for All Purposes to Hon. Blanca Banuelos
Department 10B*

CLASS ACTION

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

Date:

Time: 9:00 a.m.

Dept.: 10B

Judge: Hon. Blanca Banuelos

Filed: December 6, 2023

Trial Date: None Set

1 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE that on _____, at 9:00 a.m., or as soon thereafter as the matter may
3 be heard in Department 10B of the above-entitled Court, Plaintiff Katlin Lionakis, individually and on
4 behalf of all other similarly situated individuals, will move for entry of an Order for the following:

- 5 1. Preliminarily certifying the proposed class herein for purposes of settlement;
- 6 2. Preliminarily appointing Plaintiff Katlin Lionakis and Araceli Sagrero-Razo as Class
7 Representatives for purposes of settlement;
- 8 3. Preliminarily appointing Shimoda & Rodriguez Law, PC, and Employment Lawyers as Class
9 Counsel for purposes of settlement;
- 10 4. Preliminarily approving the proposed class action and Private Attorney's General Act
11 settlement, in the amount of \$250,000, which is incorporated herein by reference;
- 12 5. Preliminarily approving the application for payment to Class Counsel of attorneys' fees in
13 the amount of 35% of the Gross Settlement Amount;
- 14 6. Preliminarily approving the application for payment to Class Counsel of reasonable costs not
15 to exceed \$15,000.00;
- 16 7. Preliminarily and conditionally approving the Class Representative Enhancement Payments
17 of \$10,000.00 each to Plaintiffs Katlin Lionakis and Araceli Sagrero-Razo.
- 18 8. Preliminarily approving the appointment of ILYM Group, Inc. as the Settlement
19 Administrator and for payment to ILYM Group, Inc. for administering said class action
20 settlement in an amount not to exceed \$10,000;
- 21 9. Preliminarily approving the settlement of claims under the Private Attorneys General Act for
22 the total amount of \$25,000, 75% of which will be paid to the Labor and Workforce
23 Development Agency and 25% of which will be paid to Aggrieved Employees;
- 24 10. Granting Plaintiff leave to file a First Amended Complaint, attached as Exhibit 1 to the
25 Agreement, to be the operative Complaint in the Action;
- 26 11. Approving as to form and content the Notice of Settlement, which provides Class Members
27 information regarding the Settlement, their ability to opt out of, or object to, the Settlement,
28

and which provides instruction on how to dispute an individual's settlement allocation under the proposed Settlement;

12. Approving the proposed procedures to notify the class and determining that they comply with Class Members' due process rights and directing the Notice of Settlement to be sent by first class mail to Class Members;

13. Directing Defendants to report employment information as set forth in the Agreement to the Settlement Administrator to administer the settlement proceeds;

14. Scheduling a fairness hearing on the question of whether the proposed Settlement should be finally approved as fair, reasonable, and adequate;

15. Directing that any funds from settlement checks that were not cashed by the check cashing deadline be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for Workers Rights under the doctrine of *cy pres*; and

16. Preliminarily 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 proposed class action and Private Attorneys General Act settlement is fair, reasonable, and adequate as to all Class Members and should be approved 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 Leonard Emma, the Declaration of Katlin Lionakis, the Declaration of Araceli Sagrero-Razo, exhibits, the record and files of this case, and any further oral or documentary evidence introduced at the hearing of this motion.

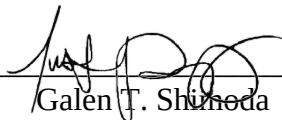
Tentative rulings for Law and Motion will be posted electronically by 1:30 p.m. the day before the hearing. Any party wishing to contest or argue the tentative ruling must email the court at civilcourtclerks@sjcourts.org that they intend to appear remotely no later than 4:00 PM on the day before the scheduled hearing. The Department and Case Number must be in the header of the email. The email must include the Department, Case number, Case Name, Motion, party's name and email, date and time of the hearing, issues they plan to argue, and that they have informed the opposing party. The party must also notify affected counsel, or unrepresented parties, that they

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 notice predates this, all references to the PAGA in this Motion will be based on the statutory numbering applicable prior to the July 1, 2024, amendment.

1 intend to appear, no later than 4:00 PM on the day before the scheduled hearing. Unless the Court
2 and opposing counsel have been notified, the tentative ruling shall become the ruling of the Court
3 without oral argument.

4 Dated: January 15, 2025

Shimoda & Rodriguez Law, PC

5 By: 
6 Galen T. Shimoda
7 Justin P. Rodriguez
8 Renald Konini
9 Attorneys for Plaintiffs
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Attorneys for Plaintiff KATLIN LIONAKIS
individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

KATLIN LIONAKIS, individually and on
behalf of all other similarly situated
employees,

Plaintiffs,

vs.

LANGETWINS WINE COMPANY, INC., a
California Corporation; MARISSA LANGE,
an individual; and DOES 1 to 100, inclusive,

Defendants.

Case No. STK-CV-UOE-2023-13130

*Assigned for All Purposes to Hon. Blanca Banuelos
Department 10B*

CLASS ACTION

**MEMORANDUM OF POINTS &
AUTHORITIES IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY APPROVAL
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SETTLEMENT**

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1 **I. INTRODUCTION AND OPENING SUMMARY OF ARGUMENT**

2 Plaintiff Katlin Lionakis (“Plaintiff Lionakis”) and Araceli Sagrero-Razo (“Plaintiff Sagrero-
3 Razo”) (Plaintiff Lionakis and Plaintiff Sagrero-Razo sometimes collectively referred to as “Plaintiffs”) seek preliminary approval of a non-reversionary wage and hour class action and Private Attorneys
4 General Act (“PAGA”) settlement in the gross amount of \$250,000. *See generally* Exhibit A (Joint
5 Stipulation Regarding Class Action and PAGA Settlement and Release [“Agreement”]). Plaintiff
6 Lionakis brought this class action individually and on behalf of similarly situated employees who
7 worked for Defendants LangeTwins Wine Company, Inc., and Marissa Lange, (“Defendants”) (Plaintiffs and Defendants sometimes collectively referred to as the “Parties”). *See generally* Exhibit B
8 (Plaintiff’s Operative Complaint). Plaintiff Sagrero-Razo filed a related wage and hour class and PAGA
9 action against Defendants in San Joaquin County Superior Court, Case No. STK-CV-UOE-2024-1676,
10 on February 13, 2024. The proposed Settlement is a global settlement that resolves the claims in both
11 this action and the related Sagrero-Razo case. Under the Agreement, Plaintiffs will file a First Amended
12 Complaint in this action effectively consolidating the facts, claims, parties, and causes of action into this
13 lawsuit after preliminary approval. *See* Exhibit H (Plaintiffs’ Proposed First Amended Complaint).
14 There are approximately 170 Class Members.

15 Plaintiffs have alleged that Defendants violated California law by 1) failing to pay overtime
16 wages, 2) failing to pay minimum wages, 3) failing to pay for all hours worked, 4) failing to provide
17 meal periods or pay premiums in lieu thereof, 5) failing to provide rest periods or pay premiums in lieu
18 thereof, 6) failing to provide accurate wage statements, 7) waiting time penalties, 8) engaging in unfair
19 competition, 9) failing to reimburse expenses, 10) failing to timely pay wages, and 11) failing to
20 maintain accurate records. *See generally* Exhibit B; Exhibit H; *see also* Declaration of Justin P.
21 Rodriguez (“Decl. Rodriguez”), ¶¶ 9-10. Plaintiffs have also alleged Defendants are liable for civil
22 penalties under the PAGA based on these violations. *See id.*; Exhibit C (Plaintiffs’ Ltrs. to the Labor
23 and Workforce Development Agency [“LWDA”] Regarding PAGA Claims). Defendants have denied
24 all of Plaintiffs’ allegations in their entirety and any liability or wrongdoing of any kind. *See* Decl.
25 Rodriguez, ¶ 5. Defendants have also denied that this case is appropriate for class certification other
26 than for purposes of settlement. *See id.* However, subject to Court approval, the Parties have been able
27
28

1 to compromise and settle all asserted claims as a result of extensive investigations, document and data
2 exchanges, and extended negotiations. *See* Exhibit A. Plaintiffs and Plaintiffs’ counsel believe the
3 proposed Agreement is fair, reasonable, and adequate based on the investigations, discovery, employee
4 data exchanges, negotiations, and a detailed knowledge of the issues in this case. *See* Decl. Rodriguez,
5 ¶¶ 6-7, 9-10; Declaration of Katlin Lionakis (“Decl. Lionakis”), ¶ 7; Declaration of Leonard Emma
6 (“Decl. Emma”), ¶ 6; Declaration of Araceli Sagrero-Razo (“Decl. Sagrero-Razo”), ¶ 4. The
7 Agreement was entered into in good faith by the Parties to resolve heavily contested claims and
8 guarantees a reasonable recovery for Class Members.

9 It is well within the discretion of this Court to grant preliminary approval of the Agreement as it
10 satisfies all applicable criteria under California law. Accordingly, Plaintiffs are requesting that the
11 Court: (1) certify the proposed settlement class on a preliminary and conditional basis; (2) grant
12 preliminary and conditional approval of the proposed Agreement (Exhibit A); (3) approve the form and
13 content of the Notice of Settlement (Exhibit F) and the method for providing notice to Class Members
14 as set forth in the Agreement; and (4) adopt the implementation schedule contained in the proposed
15 order.

16 **II. PROCEDURAL AND LITIGATION HISTORY**

17 Plaintiff Katlin Lionakis filed this class action on or about December 6, 2023. Plaintiff Araceli
18 Sagrero-Razo filed a class action Complaint in San Joaquin County Superior Court on February 13,
19 2024. Plaintiffs Katlin Lionakis and Araceli Sagrero-Razo (“Plaintiffs”) agreed to consolidate their
20 claims against the Defendants in one lawsuit. As part of this Motion, Plaintiffs are seeking to file a
21 First Amended Complaint that is being filed with this Motion as Exhibit H. The proposed First
22 Amended Complaint includes additional allegations from Plaintiff ‘s Araceli Sagrero-Razo original
23 lawsuit, includes the additional Labor Code sections from Plaintiff Katlin Lionakis’ amended PAGA
24 letter in the PAGA cause of action, and matches the scope of the resolution reached by Plaintiffs and
25 Defendant at mediation. Plaintiffs exhausted administrative remedies under the PAGA by providing
26 notice of the claims and violations to the LWDA. *See* Exhibit C; Cal. Lab. Code § 2699.3(a), (c)¹;

27 _____
28 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 notice predates this, all references to the PAGA in this Motion will be based on the statutory numbering applicable prior to the July 1, 2024, amendment.

Decl. Rodriguez, ¶ 3. *See id.*; Exhibit B. There is no date set for a motion for certification or trial in this matter. *See* Decl. Rodriguez, ¶ 4.

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 ¶¶ 3, 6-10; Decl. Lionakis, ¶ 3; Decl. Sagrero-Razo, ¶ 3. Plaintiffs worked during the time all of Defendants' 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. Lionakis, ¶ 2; Decl. Sagrero-Razo, ¶ 2. The Parties engaged in formal and informal 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, ¶ 7. The information allowed Plaintiffs 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 Defendants Engaged in Extensive Arm's Length Negotiations

The final settlement occurred only after extended, arm's length negotiations. Over the course of approximately nineteen (19) months, Plaintiffs have been investigating the claims and discussing with Defendants' counsel the merits of the claims and issues present in this case. *See id.* at ¶¶ 5-8. 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 Brandon McKelvey, Esq. and months of post-mediation negotiations, that the Parties were able to resolve all claims and enter into the Agreement. *See id.* at ¶ 8.

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 non-exempt employees who have worked, or continue to work, for Defendants in
4 California from August 16, 2019, through July 9, 2024; and (b) Aggrieved Employees, which include
5 all non-exempt employees who have worked, or continue to work, for Defendants in California from
6 June 9, 2022, through July 9, 2024. *See* Exhibit A, ¶¶ 1.2, 1.5. There are approximately 170 Class
7 Members and 142 Aggrieved Employees. *See id.*

8 2. Defendants will pay the Gross Settlement Amount of \$250,000, which is exclusive of
9 the employer's share of payroll taxes. *See id.* at ¶ 5.1. No portion of the Gross Settlement Amount will
10 revert to Defendants. *See id.* at ¶ 5.6. Aggrieved Employees 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, 7.8.3.

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. Subject to Court approval, the Parties have selected ILYM Group, Inc. to act as the
16 Settlement Administrator, who has provided a maximum cost estimate of \$7,350. *See* Exhibit D
17 (ILYM Group, Inc. Bid); Exhibit A, ¶ 1.34; Decl. Rodriguez, ¶ 22.

18 5. The Parties agree that \$25,000 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 Aggrieved Employees. *See* Exhibit A, ¶
21 5.5. Given the risk to proving the claims on the merits, the derivative nature of the penalties, the efforts
22 by Defendants to maintain compliant policies and take corrective action, the presence of what may
23 likely be deemed good faith disputes, and the Court's discretion to reduce any penalty award, the
24 \$25,000 PAGA Payment allocation represents a meaningful settlement aimed at deterring non-
25 compliance given the facts of this case. *See* Decl. Rodriguez, ¶¶ 6-10; *see also Nordstrom Com.*
26 *Cases*, 186 Cal.App.4th 576, 589 (2010) (approving \$0 allocation to the resolution of PAGA claims
27 based on their being disputed and being part of a class settlement which was evaluated based on the
28 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).

6. The Parties agree that up to Thirty-Five (35%) of the Gross Settlement Amount (\$87,500) will be paid for Plaintiffs' attorneys' fees incurred in the litigation of this case. Defendants will not oppose any application for attorneys' fees so long as it is within this threshold. *See id.* at ¶ 5.2. Additionally, the Parties agree that Plaintiffs will also be entitled to the actual litigation costs as approved by the Court in an amount not to exceed \$15,000. *See id.* The proposed notice to be sent to Class Members will state this information. *See Exhibit F.*

7. Any amounts allocated under the Agreement for Settlement Administrator Costs, any Enhancement Payments, and attorney's fees and costs that are not ultimately awarded by the Court will remain part of the Net Settlement Amount and be paid out to Participating Class Members on a pro rata

1 basis as set forth in the Agreement. *See* Exhibit A, ¶¶ 5.1-5.5, 5.8. These amounts will be paid out
2 from the Gross Settlement Amount, not in addition to the Gross Settlement Amount. *See* Exhibit A, ¶¶
3 5.1-5.5.

4 8. Class Members who fail to timely opt-out of this settlement will waive all Released
5 Class Claims as set forth in the Agreement. *See* Exhibit A, ¶¶ 1.14, 1.26, 1.30, 1.32, 6.1. Aggrieved
6 Employees will waive all Released PAGA Claims as set forth in the Agreement regardless of whether
7 they opt out of being a Class Member. *See id.* at ¶¶ 1.2, 1.14, 1.31-1.32, 6.2, 7.5.1.

8 9. For any portion of the Net Settlement Amount or PAGA Payment allocated to
9 Participating Class Members and/or Aggrieved Employees that is not claimed by them by cashing their
10 respective settlement checks within 180 calendar days of issuance, that remaining amount shall be
11 donated equally, *i.e.*, 50/50 to Capital Pro Bono, Inc., and the Center for Workers' Rights under the
12 doctrine of *cy pres*. *See* Exhibit A, ¶ 5.6. Because the Agreement provides for the distribution of all
13 funds such that there is no residue, the provisions of California Civil Procedure Code section 384 are
14 inapplicable. *See In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 718, 720 (2006). The designated
15 beneficiaries clearly promote the law consistent with the objectives and purposes underlying the lawsuit
16 as they are non-profits aimed at assisting employees with wage and hour claims who cannot afford
17 legal representation, including providing representation for employees in wage claims before the
18 California Labor Commissioner. *See id.* at 722-724; *see also* Decl. Rodriguez, ¶¶ 25-30.

19 **c. Allocation of Settlement Funds**

20 Payment to Participating Class Members and Aggrieved Employees will not require the
21 submission of a claim form. A Net Settlement Amount will be determined by subtracting from the
22 Gross Settlement Amount any attorneys' fees and costs, any Enhancement Payments, Settlement
23 Administrator Costs, and/or PAGA Payment that are approved and/or awarded by the Court. Each
24 Class Member's share will be determined by dividing their total weeks worked within the Class Period
25 by the total weeks worked by all Class Members within the Class Period. That fraction will then be
26 multiplied by the Net Settlement Amount to arrive at the Class Member's individual share of the Net
27 Settlement Amount. One-third (1/3%) of the payment to Participating Class Members will be
28

1 characterized as W-2 wages and two-thirds (2/3%) will be characterized as 1099 income for tax
2 reporting purposes. *See id.* ¶¶ 5.9.1-5.9.2.

3 Each Aggrieved Employee's share of the PAGA Payment will be determined by dividing their
4 total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved
5 Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of
6 the PAGA Payment to arrive at the Aggrieved Employee's individual share. *See* Exhibit A, ¶¶ 1.17,
7 5.5, 5.8. The payment to Aggrieved Employee's will be characterized as 1099 income for tax reporting
8 purposes. *See id.* at ¶ 5.9.3.

9 **V. THE PROPOSED PROCEDURES TO NOTIFY CLASS MEMBERS SATISFY DUE**
10 **PROCESS AS THEY PROVIDE THE BEST NOTICE PRACTICABLE UNDER THE**
11 **CIRCUMSTANCES**

12 It is not required that Class Members be given actual notice of a class settlement; instead, the
13 best practicable notice under the circumstances is all that is required. *See Silber v. Mabon*, 18 F.3d
14 1449, 1453 (9th Cir. 1994); *Briseno v. ConAgra Foods, Inc.*, 844 F.3d 1121, 1129 (9th Cir. 2017);
15 *Walsh v. CorePower Yoga LLC*, 2017 WL 4390168, *5 (N.D. Cal. 2017); *Wright v. Linkus Enters.*, 259
16 F.R.D. 468, 474-75 (E.D. Cal. 2009). In *Silber v. Mabon*, 18 F.3d 1449 (9th Cir. 1994), the Court
17 rejected a class member's argument that he had not received due process because he did not receive
18 notice until after the opt out period, finding that, so long as the notice process utilized is the best
19 practicable under the circumstances, due process is satisfied even if there is no actual receipt of the
20 notice. *See Silber*, 18 F.3d at 1453-1454. A similar finding was made in *Briseno v. Conagra Foods,*
21 *Inc.*, 844 F.3d 1121 (9th Cir. 2017). With regard to any potential for undeliverable notice mailings, the
22 Court in *Rannis v. Recchia*, 380 F.App'x 646 (9th Cir. 2010) found that class members who did not
23 receive actual notice due to their mailings being deemed undeliverable were still properly held to be
24 part of the class settlement because they received the best notice practicable under the circumstances.
25 *See Rannis v. Recchia*, 380 F.App'x at 650-651. In *Noel v. Thrifty Payless, Inc.*, 7 Cal.5th 955, 980-
26 984 (2019), the California Supreme Court noted that California has adopted a similar approach
27 regarding providing notice to class members.

28 Under the proposed notice procedures, Class Members will have sixty (60) days from the date
of mailing to review and respond to the Notice of Settlement, which will also be available online. *See*

Exhibit A, ¶¶ 1.21, 7.2. The Notice of Settlement contains all information necessary for Class Members to assess the litigation, the Settlement, and whether they want to participate, object, or opt-out. *See id.* at ¶¶ 7.2, 7.5.1-7.5.3; Exhibit F. National change of address database searches, skip-traces, and surveying of current employees will be utilized as set out in the Agreement to provide the best practical means of ensuring Class Members receive the notice mailing. *See* Exhibit A, ¶¶ 7.3-7.4. Any individual whose initial mailing was deemed undeliverable will have additional time to respond. *See id.* at ¶ 7.4. Additional time to respond will also be provided to cure any deficiencies in opt-outs, objections, or disputes. *See id.* ¶ 7.5.4. This notice method is regularly utilized in wage and hour class actions and similar to the one approved in *Rannis*. Thus, the proposed procedures for notifying Class Members satisfy due process and should be approved in this case.

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

A class action may not be dismissed, compromised, or settled without Court approval and the decision to approve or reject a settlement is committed to the Court’s sound discretion. *See* Cal. Rules of Court, Rule 3.769; Fed. R. Civ. Proc., Rule 23(e)²; *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 234-35 (2001); *see also* Cal. Lab. Code § 2699(l)(2). However, “[d]ue regard should be given to what is otherwise a private consensual agreement between the parties. The inquiry ‘must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.’” *See Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996); *see also Cellphone Termination Fee Cases*, 180 Cal.App.4th 1110, 1118 (2009); *In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 723 (2006); *Nordstrom Com. Cases*, 186 Cal.App.4th 576, 581 (2010). The law favors settlement of lawsuits, particularly class actions and other complex cases where substantial resources can be conserved by avoiding the time, expense, and rigors of formal litigation. *See Cellphone Termination Fee Cases*, 180 Cal.App.4th 1110, 1117-1118 (2009); *In re*

²The 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).

1 *Microsoft I-V Cases*, 135 Cal.App.4th 706, 723 n.14 (2006); *Nordstrom Com. Cases*, 186 Cal.App.4th
2 576, 581 (2010); *see also Neary v. Regents of Univ. of Cal.*, 3 Cal.4th 273, 277-81 (1992).

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

4 The purpose of the Court’s preliminary evaluation of a proposed class action settlement is to
5 determine only whether it is within the range of possible approval such that notice to the class of its
6 terms and conditions and the scheduling of a formal fairness hearing is warranted. *See Wershba*, 91
7 Cal.App.4th at 234-35. If the Court finds a proposed settlement falls within “the range of
8 reasonableness,” it should grant preliminary approval of the class action settlement. *See, e.g., North*
9 *County Contr.’s Assn., Inc. v. Touchstone Ins. Svcs.*, 27 Cal.App.4th 1085, 1089-90 (1994); *Kullar v.*
10 *Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 133 (2008). Factors to consider in determining whether
11 the settlement is fair, reasonable, and adequate include the strength of the Plaintiff’s case, the risk,
12 expense, complexity and likely duration of further litigation, the risk of maintaining class action status
13 through trial, the amount offered in settlement, the extent of discovery completed and the stage of the
14 proceedings, the experience and views of counsel, the presence of a governmental participant, and the
15 reaction of the class members to the proposed settlement. *See Dunk v. Ford Motor Co.*, 48 Cal.App.4th
16 1794, 1801 (1996). However, this Court should begin its analysis with a presumption that the proposed
17 settlement is fair. “A presumption of fairness exists where: (1) the settlement is reached through arm’s
18 length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act
19 intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is
20 small.” *Id.* at 1802.

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

23 Settlement of this case was reached only after substantial litigation and extensive arm’s length
24 negotiations lasting nearly nineteen (19) months, which included a full day mediation and resolution
25 through months of post-mediation negotiations. *See Decl. Rodriguez*, ¶¶ 5, 7, 8-10. At all times, the
26 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 formal and informal discovery, which included all necessary components for
5 evaluating the class claims and creating an accurate damages model. *See id.* at ¶¶ 7, 9-10. Plaintiffs
6 were in possession of this information prior to calculating any damages in this case. *See id.* As a
7 result, Plaintiffs were able to make a reasonable estimation of Defendants’ potential liability. *See id.*
8 For these reasons, the settlement now before the Court was reached at a stage where “the parties
9 certainly have a clear view of the strengths and weaknesses of their cases” sufficient to support the
10 settlement. *See Kang v. Credit Bureau Connection, Inc.*, 2023 WL 6811994, *5 (E.D. Cal. 2023);
11 *Monterrubio v. Best Buy Stores, 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*, ¶¶ 12-20; *see also Decl. Emma*, ¶ 3. Thus, Plaintiffs’ counsel are
15 qualified to evaluate the class claims, the value of settlement versus moving forward with litigation,
16 and viability of possible affirmative defenses. Plaintiffs’ counsel believe that the Agreement is fair,
17 reasonable, and adequate in light of the risks associated with the claims, the uncertainties of complex
18 litigation, and the secured benefit to Class Members. *See id.*

19 **iv. The Settlement is Fair, Reasonable, and Adequate Based on the Strength of**
20 **Plaintiffs’ Case and the Risks and Costs of Further Litigation**

21 Plaintiffs’ claims and the ability to obtain and maintain certification all the way through trial
22 were heavily disputed by Defendants. *See Decl. Rodriguez*, ¶¶ 5, 9. Based on the records and facts of
23 this case, Plaintiffs have secured a gross recovery of approximately 5% of the maximum value of the
24 claims in this matter and between 10% and 30% of the more realistic range of recovery. *See Decl.*
25 *Rodriguez*, ¶¶ 9-10. The net recovery represents approximately 2% of the maximum value of the
26 claims in this matter and between 4% and 11% of the more realistic range of recovery. The average net
27 award is approximately \$544.12. *See id.*

1 This settlement is a reasonable compromise of the class and PAGA claims, and is within the
2 percentile ranges of the total available damages that have been approved in other class settlements. *See*
3 *Wershba*, 91 Cal.App.4th at 246, 250; *Rebney v. Wells Fargo Bank*, 220 Cal.App.3d 1117, 1139
4 (1990); *Officers for Justice v. Civil Serv. Comm’n*, 688 F.2d 615, 628 (9th Cir. 1982); *see also In re*
5 *Omnivision Technologies, Inc.*, 559 F.Supp.2d 1036, 1042 (2007) (noting that certainty of recovery in
6 settlement of 6% of maximum potential recovery after reduction for attorney’s fees was higher than
7 median percentage for recoveries in shareholder class action settlements, averaging 2.2%-3% from
8 2000 through 2002); *Bravo v. Gale Triangle, Inc.*, 2017 WL 708766, *2, *10 (C.D. Cal. 2017)
9 (approving a settlement where the net recovery to class members was approximately 7.5% of the
10 projected maximum recovery amount [\$210,500/\$2,750,000]); *Avila v. Cold Spring Granite Co.*, 2018
11 WL 400315, *2, *6 (E.D. Cal. 2018) (approving a settlement with a gross recovery of 11% of the
12 projected maximum damages available [\$500,000/\$4,441,633.60]) and a net recovery of approximately
13 6.7% of the projected maximum recovery [\$297,332.98/\$4,441,633.60]); *Bellinghausen v. Tractor*
14 *Supply Co.*, 306 F.R.D. 245, 256 (N.D. Cal. 2015) (approving a settlement where the gross recovery
15 was approximately 8.5% of the projected maximum recovery [\$1,000,000/\$11,565,677]); *Schiller v.*
16 *David’s Bridal, Inc.*, 2012 WL 2117001, *13 (E.D. Cal. June 11, 2012) (“Class Members will receive
17 an average of approximately \$198.70, with the highest payment to a Class Member being \$695.78 . . .
18 Overall, the Court finds that the results achieved are good, which is highlighted by the fact that there
19 was no objection to the settlement amount or the attorneys’ fees requested”), *report and*
20 *recommendation adopted*, 2012 WL 13040405 (E.D. Cal. 2012); *Gardner v. GC Servs., LP*, 2012 WL
21 1119534, *7 (S.D. Cal. 2012) (“the results achieved in this case were very favorable. Class members
22 are provided with immediate monetary relief, with an average award of around several hundred dollars
23 and a minimum award of \$50”).

24 **v. The Proposed Settlement is a Reasonable Compromise of Claims**

25 In *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116 (2008), the Court required additional
26 information be presented in class action settlements “to ensure that the recovery represents a reasonable
27 compromise, given the magnitude and apparent merit of the claims being released, discounted by the
28 risks and expenses of attempting to establish and collect on those claims by pursuing the

1 litigation” *Id.* at 129. *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal.App.4th 399
2 (2010), clarified that *Kullar* does not require an illusory prediction of the outer reaches of exposure
3 without taking into account the actual risks of litigation such as dispositive motions and trial. *Kullar*
4 also does not require an explicit statement of the maximum amount to be recovered if a plaintiff
5 prevailed on all the claims, provided there is a record that allows “an understanding of the amount that
6 is in controversy and the realistic range of outcomes of the litigation.” *Id.* at 409.

7 Plaintiffs have thoroughly set forth the realistic range of outcomes in this litigation as well as
8 the data points relied upon in reaching these ranges. *See* Decl. Rodriguez ¶¶ 9-10. The record
9 demonstrates that the compromises made by Plaintiffs were reasonable and have resulted in a
10 settlement with recovery percentage well within the range of what has been found to be sufficient in
11 several other cases. *See, supra*, Section VI.a.iv; *see also Linney v. Cellular Alaska P’ship*, 151 F.3d
12 1234, 1242 (9th Cir. 1998) (“The fact that a proposed settlement may only amount to a fraction of the
13 potential recovery does not, in and of itself, mean that the proposed settlement is grossly inadequate
14 and should be disapproved”); *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 455 (2d Cir. 1974) (“In
15 fact there is no reason, at least in theory, why a satisfactory settlement could not amount to a hundredth
16 or even a thousandth part of a single percent of the potential recovery”).

17 **vi. The Enhancement Payment to the Named Plaintiffs for Plaintiffs’ Services to the**
18 **Putative Class Is Reasonable and Routinely Awarded by Courts**

19 The Enhancement Payment to the named Plaintiffs is intended to recognize the time and effort
20 expended on behalf of the class. Indeed, Courts routinely approve enhancement payments to
21 compensate named plaintiffs for the services they provide and the risks they incurred during the course
22 of the class action litigation. *See Ingram v. The Coca Cola Co.*, 200 F.R.D. 685, 694 (N.D. Ga. 2001).
23 In *Ingram*, the Court approved enhancement payments of \$300,000.00 to each named plaintiff in
24 recognition of the services they provided to the class by responding to discovery, participating in the
25 mediation process, and taking the risk of stepping forward on behalf of the class. *See Id.* at 694; *see*
26 *also Van Vranken v. Atlantic Richfield Co.*, 901 F.Supp. 294 (N.D. Cal. 1995) (approving a \$50,000.00
27 enhancement payment).

1 In this case, Plaintiffs provided and explained documents, being available at all times to discuss
2 the case with Plaintiffs' counsel. See Decl. Rodriguez, ¶ 7; Decl. Lionakis ¶¶ 3, 5-10; Decl. Sagrero-
3 Razo ¶ 3. Plaintiffs spent a significant amount of time pursuing this litigation for the benefit of all
4 Class Members. See *id.* Plaintiffs brought this action knowing there would be a delay in any payment
5 as the litigation progressed, rather than proceeding on individual claims in front of the California Labor
6 Commissioner. See *id.* Additionally, Plaintiffs agreed to a general release of claims pursuant to Code
7 of Civil Procedure section 1542. See Exhibit A at ¶ 6.3. Payment of \$10,000.00, each, to Plaintiffs is
8 appropriate given the risk, assistance, time required in bringing this case and resolution of this case.

9 **vii. Awarding Attorneys' Fees as a Percentage of the Common Fund Is**
10 **Reasonable and Customarily Approved by Courts**

11 California state and federal courts have recognized that when a litigant's efforts create or
12 preserve a fund from which others derive benefits, the Court may spread litigation costs proportionally
13 among all the beneficiaries to compensate those who created the fund. See *Boeing Co. v. Van Gemert*,
14 444 U.S. 472, 477-478 (1980) ("A lawyer who recovers a common fund for the benefit of persons other
15 than . . . her client is entitled to a reasonable attorney's fee from the fund as a whole."); *Vincent v.*
16 *Hughes Air West, Inc.*, 557 F.2d 759, 769 (9th Cir. 1977); *Mills v. Electric Auto-Lite Co.*, 396 U.S. 375
17 (1970); *Waters v. Intern. Precious Metals Corp.*, 190 F.3d 1291 (11th Cir. 1999); see also *Serrano v.*
18 *Priest*, 20 Cal.3d 25, 34-35 (1977); *Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016).
19 The purpose of this equitable doctrine is to avoid unjust enrichment of counsel and to "spread litigation
20 costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire
21 burden alone." *Vincent*, 557 F.2d at 769; *Williams v. MGM-Pathe Communications Co.*, 129 F.3d 1026,
22 1027 (9th Cir. 1977). California state courts have approved use of a percentage of the fund to calculate
23 reasonable attorney fee awards where the amount of the settlement is certain or is an easily calculable
24 sum of money. See *Dunk*, 48 Cal. App. 4th at 1808.

25 The Ninth Circuit has also held that the common fund doctrine applies when: (1) the class of
26 beneficiaries is sufficiently identifiable; (2) the benefits can be accurately traced; and (3) the fee can be
27 shifted with some exactitude to those benefitting. See *Paul, Johnson, Alston & Hunt v. Gaulty*, 886
28 F.2d 268, 271 (9th Cir. 1989). These criteria are "easily met" when "each member of a certified class

1 has an undisputed and mathematically ascertainable claim to part of a lump-sum settlement recovered
2 on her behalf.” *Id.* at 271 (citations omitted). Under the three (3) factors set forth in *Paul, Johnson,*
3 *Alston & Hunt*, the common fund doctrine applies in this case because there is a sufficiently identifiable
4 class of beneficiaries (*e.g.* the settlement class), the benefits can be accurately traced to the settlement
5 Plaintiffs and Plaintiffs’ counsel were able to negotiate on behalf of the class, and the fee can be shifted
6 with exactitude to those benefiting as the fee request is a specific, lump-sum percentage of the common
7 fund. As set forth in the fee award examples provided below for the Court’s reference, it is an accepted
8 practice in wage and hour class action settlements to award attorneys’ fees based on a percentage of the
9 common fund. *See, e.g., Staton v. Boeing Co.*, 327 F.3d 938, 967-972 (9th Cir. 2003); *Sanders v. City*
10 *of Los Angeles*, 3 Cal.3d 252, 261, 263 (1970); *Wershba*, 91 Cal. App. 4th at 254; *Bell v. Farmers Ins.*
11 *Exchange*, 115 Cal. App. 4th 715, 726, 765 (2004).

12 Historically, attorneys’ fee awards in common fund cases in general range from 20% to 50% of
13 the fund, depending on the circumstances of the case. *See Newberg on Class Actions*, (3rd Ed.), 1992,
14 §14.03 (finding 50% to be the upper limit). Awards ranging between 30% and 40% of the fund are
15 generally approved as reasonable in wage and hour settlements below \$10 million:

16 More particularly, courts may award attorneys fees in the 30-40% range in wage and hour
17 class actions that result in recovery of a common fund under \$10 million. *See Vasquez v.*
18 *Coast Valley Roofing, Inc.*, 266 F.R.D. 482, 491-492 (E.D. Ca. 2010) (citing to five
19 recent wage and hour class actions where federal district courts approved attorney fee
20 awards ranging from 30 to 33%); *Singer v. Becton Dickenson and Co.*, 2010 U.S. Dist.
21 LEXIS 53416, 2010 WL 2196104, *8 (S.D. Ca. June 1, 2010) (approving attorney fee
award of 33.33% of the common fund and holding that award was similar to awards in
three other wage and hour class action cases where fees ranged from 33% to 40%);
Romero v. Producers Dairy Foods, Inc., 2007 U.S. Dist. LEXIS 86270, 2007 WL
3492841 (E.D. Ca. Nov. 14, 2007).

22 *See Martin v. Ameripride Servs.*, 2011 U.S. Dist. LEXIS 61796 at *22-23 (S.D. Cal. 2011). Plaintiffs’
23 request of thirty-five percent (35%) of the settlement sum for attorneys’ fees is within established rates
24 for fee awards in class settlements pursuant to the common fund doctrine, especially in light of the
25 excellent results achieved in this case. *See In re Activision Sec. Litigation*, 723 F.Supp. 1373, 1379
26 (N.D. Cal. 1989); *Watson v. Raytheon Company*, USDC Southern District, Case No. 3:10-cv-00634;
27 *Dirienzo v. Dunbar Armored, Inc.*, USDC Southern District, Case No. 3:09-cv-02745; *Green, et al. v.*
28 *Penske Logistics, L.L.C., et al.*, USDC Southern District, Case No. 3:09-cv-00069; *Benitez et al. v.*

1 *Wilbur*, USDC Eastern District, Case No. 1:08-cv-01122; *Chavez et al. v. Petrissans et al.*, USDC
2 Eastern District, Case No. 1:08-cv-00122; *Willis et al. v. Cal-Western Transport*, USDC Eastern
3 District, Case No. 1:00-cv-05695. To determine whether a percentage is reasonable, a court should
4 consider: (1) the percentage that would likely be negotiated between parties in a similar case; (2) the
5 percentage applied in other class actions; (3) the quality of class counsel; (4) the size of the award; and
6 (5) whether there are any objections by class members. *See In re Ikon Office Solutions, Inc. Secur.*
7 *Litig.*, 194 F.R.D. 166, 193 (E.D. Pa. 2000); *In re Heritage Bond Litig.*, 2005 WL 1594403, at *21
8 (C.D. Cal. June 10, 2005) (“the absence of objections or disapproval by class members to class
9 counsel’s fee request further supports finding the fee request reasonable”).

10 These factors support Plaintiffs’ request for reasonable attorneys’ fees. The typical percentage
11 negotiated between parties ranges from thirty-five to forty percent (35% to 40%) in individual litigation
12 depending on the complexity of the case. In class action litigation, the typical percentage negotiated
13 between parties ranges from thirty to forty percent (30% to 40%) based on the same factors. Plaintiffs’
14 request of 35% falls within these typical fee arrangements. *See Decl. Rodriguez*, ¶ 21. The quality of
15 counsel and the average size of settlement payments to Class Members and Aggrieved Employees
16 (\$963.07) also support the fee request when compared to other settlements courts have considered as
17 good results. *See Schiller v. David’s Bridal, Inc.*, 2012 U.S. Dist. LEXIS 80776 at *48 (E.D. Cal.
18 2012) (“Class Members will receive an average of approximately \$198.70, with the highest payment to
19 a Class Member being \$695.78 . . . Overall, the Court finds that the results achieved are good, which is
20 highlighted by the fact that there was no objection to the settlement amount or the attorneys’ fees
21 requested.”); *Gardner v. GC Servs., LP*, 2012 U.S. Dist. LEXIS 47043, 18 (S.D. Cal. 2012) (“the
22 results achieved in this case were very favorable. Class members are provided with immediate
23 monetary relief, with an average award of around several hundred dollars and a minimum award of
24 \$50”).

25 **b. Provisional Certification of the Class is Appropriate**

26 Class certification is appropriate when (1) the class is ascertainable and (2) there is “a well-
27 defined community of interest in the questions of law and fact involved affecting the parties to be
28 represented.” *Dunk*, 48 Cal.App.4th at 1806. The “community of interest” element “embodies three

factors: (1) common questions of law or fact predominate; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.” *Id.* Here, the Parties agree that, for the purposes of settlement, these prerequisites are met. *See* Exhibit A.

i. The Proposed Settlement Class is Ascertainable and Sufficiently Numerous

The proposed settlement class is ascertainable because all putative Class Members can be readily identified through employee personnel and payroll files. *See Noel v. Thrifty Payless, Inc.*, 7 Cal.5th 955, 980 (2019); *Rose v. City of Hayward*, 126 Cal.App.3d 926, 932 (1981); *Lee v. Dynamex, Inc.*, 166 Cal.App.4th 1325, 1334 (2008). The numerosity requirement is met because there are 170 individuals who fall within the definition of Class Member, which makes joinder of all members impracticable. *See Gay v. Waiters’ & Dairy Lunchmen’s Union*, 489 F.Supp. 282 (N.D. Cal. 1980), *aff’d* 694 F.2d 531 (9th Cir. 1982); *Hebbard v. Calgrove*, 28 Cal.App.3d 1017, 1030 (1972) (noting no set minimum to meet the numerosity prerequisite, but a class as few as twenty-eight (28) members is acceptable). Thus, these requirements are satisfied.

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

The commonality requirement is met when there are questions of law or fact regarding the class as a whole. *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1019 (9th Cir. 1998). Commonality requires only that some common legal or factual questions exist; Plaintiffs need not show that all issues in the litigation are identical. *See Richmond v. Dart Ind., Inc.*, 29 Cal.3d 462, 473 (1981); *City of San Jose v. Superior Court*, 12 Cal.3d 447, 460 (1974). Common questions of law or fact must also predominate over individual questions and class-wide treatment of a dispute must be superior to individual litigation.³ *See Richmond*, 29 Cal.3d at 469. Predominance requires a putative class be sufficiently cohesive to warrant adjudication by representation. *See Hanlon*, 150 F.3d at 1022. The typicality requirement is met when claims of the named representative are typical of those of the class, though “they need not be substantially identical.” *Id.* at 1020; *Classen v. Weller*, 145 Cal.App.3d 27, 46-47 (1983).

³When 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 The common questions of law and fact in this case stem from Plaintiffs' contention that
2 Defendants violated California law by 1) manually adjusting class members' hours worked to shave off
3 hours and deduct time for meal periods that were not taken, resulting in unpaid minimum and overtime
4 wages, 2) requiring class members to work off the clock by, for example, making them clock out before
5 the twelve (12) hour of work regardless of whether they continued to perform work, 3) failing to
6 correctly calculate class members' regular rates of pay for overtime premiums, meal and rest premiums,
7 and sick pay when nondiscretionary bonuses were earned, 4) failing to provide legally compliant meal
8 periods due to understaffing that resulted in late meal periods, short meal periods, and requiring class
9 members to clock out for lunches they did not receive, 5) failing to provide all rest periods, 6) failing to
10 reimburse necessary expenses for work, such as personal cellphone use, and 7) failing to provide
11 adequate sick leave accrual rates. *See* Exhibit B. The waiting time penalties, unfair competition, and
12 PAGA claims are derivative of these violations. *See id.* Plaintiffs and the Class Members seek the
13 same remedies under state law. Under these specific circumstances, the commonality and
14 predominance requirements are satisfied. Regarding the typicality requirement, Plaintiffs contends they
15 suffered from the same unlawful policies, treatment, and circumstances as Class Members did, will
16 request the same remedies, and will rely on the same methods of proof to establish liability and
17 damages. *See id.* Thus, the typicality requirement is also satisfied for settlement purposes.

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

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

27 There is no conflict of interest between Plaintiffs and Class Members. Plaintiffs and Plaintiffs'
28 counsel have pursued the claims made in the operative Complaint vigorously on behalf of the class.

1 Plaintiffs' counsel, with Plaintiffs' assistance, thoroughly investigated the claims made in this case by
2 speaking with Plaintiffs and reviewing substantial amounts of documents. Plaintiffs' counsel thereafter
3 engaged Defendants' counsel in settlement discussions over the course of approximately nineteen (19)
4 months. Moreover, Plaintiffs' counsel has experience defending and bringing wage and hour claims.
5 Because Plaintiffs' counsel has vigorously pursued Plaintiffs' and the Class Members' claims, the
6 adequacy requirement is met. *See generally* Decl. Rodriguez.

7 **VII. CONCLUSION**

8 For all of the foregoing reasons, the Court should preliminarily and conditionally certify the
9 class for settlement purposes; grant preliminary and conditional approval of the proposed settlement;
10 approve the proposed notification procedures, including the Notice of Settlement and proposed
11 deadlines relating thereto; and schedule the final approval hearing. A copy of Plaintiffs' proposed
12 order is being filed concurrently herewith.

13
14 **Shimoda & Rodriguez Law, PC**

15 Dated: January 15, 2025

16 By: 
17 Galen T. Shimoda
18 Justin P. Rodriguez
19 Renald Konini
20 Attorneys for Plaintiffs
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28

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Attorneys for Plaintiff KATLIN LIONAKIS
individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

KATLIN LIONAKIS, individually and on
behalf of all other similarly situated
employees,

Plaintiffs,

vs.

LANGETWINS WINE COMPANY, INC., a
California Corporation; MARISSA LANGE,
an individual; and DOES 1 to 100, inclusive,

Defendants.

Case No. STK-CV-UOE-2023-13130

*Assigned for All Purposes to Hon. Blanca Banuelos
Department 10B*

CLASS ACTION

**DECLARATION OF JUSTIN P. RODRIGUEZ
IN SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date:

Time: 9:00 a.m.

Dept.: 10B

Judge: Hon. Blanca Banuelos

Filed: December 6, 2023

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 Katlin Lionakis (“Plaintiff”) herein. I am making this
4 declaration on behalf of the Plaintiff, the putative class members, and in support of Plaintiff’s Motion
5 for Preliminary Approval of Class Action and PAGA Settlement (“Motion”). A true and correct copy
6 of the Joint Stipulation Regarding Class Action and PAGA Settlement and Release (“Agreement”) in
7 this matter is filed with this Motion as Exhibit A.

8 2. This case is being brought as a wage and hour class action based on Plaintiff’s
9 contention that Defendants LangeTwins Wine Company, Inc., and Marissa Lange (“Defendants”),
10 violated California law by 1) failing to pay overtime wages, 2) failing to pay minimum wages, 3)
11 failing to pay for all hours worked, 4) failing to provide meal periods or pay premiums in lieu thereof,
12 5) failing to provide rest periods or pay premiums in lieu thereof, 6) failing to provide accurate wage
13 statements, 7) waiting time penalties, 8) engaging in unfair competition, 9) failing to reimburse
14 expenses, 10) failing to timely pay wages, and 11) failing to maintain accurate records. Plaintiff also
15 alleged liability for civil penalties under the Private Attorneys General Act (“PAGA”). These claims
16 were based allegations that Defendants violated California law by 1) manually adjusting class
17 members’ hours worked to shave off hours and deduct time for meal periods that were not taken,
18 resulting in unpaid minimum and overtime wages, 2) requiring class members to work off the clock by,
19 for example, making them clock out before the twelve (12) hour of work regardless of whether they
20 continued to perform work, 3) failing to correctly calculate class members’ regular rates of pay for
21 overtime premiums, meal and rest premiums, and sick pay when nondiscretionary bonuses were earned,
22 4) failing to provide legally compliant meal periods due to understaffing that resulted in late meal
23 periods, short meal periods, and requiring class members to clock out for lunches they did not receive,
24 5) failing to provide all rest periods, 6) failing to reimburse necessary expenses for work, such as
25 personal cellphone use, and 7) failing to provide adequate sick leave accrual rates. The PAGA, waiting
26 time penalty, wage statement violation, and unfair competition claims also derive from these violations.

27 3. Plaintiff is currently the only named representative in this matter. We began
28 investigating the claims with Plaintiff in April 2023, which included interviewing her, reviewing her

documents, and seeking out potential witnesses to corroborate the claims. From our initial investigations of Plaintiff's claims and documents, we believed the claims had merit and could be maintained as a class action. Plaintiff filed this class action on or about December 6, 2023. Araceli Sagrero-Razo ("Plaintiff Sagrero-Razo") filed a related wage and hour class action in San Joaquin County Superior Court, Case No. STK-CV-UOE-2024-1676, on February 13, 2024. The Agreement represents a global resolution of the claims alleged in this case as well as the Sagrero-Razo litigation. Upon preliminary approval of the Agreement, Plaintiff will file a First Amended Complaint in this matter that will effectively consolidate the facts, claims, parties, and causes of action of the Sagrero-Razo lawsuit into this case. A true and correct copy of the proposed First Amended Complaint is being filed with the Motion as Exhibit H. At that point, Plaintiff and Plaintiff Sagrero-Razo (sometimes collectively referred to as "Plaintiffs") will be the only named Class Representatives in this matter. Plaintiffs exhausted administrative remedies through the Labor and Workforce Development Agency ("LWDA"). Plaintiff Lionakis filed a notice with the LWDA on June 9, 2023, and May 15, 2024, setting forth the facts and theories of liability. Plaintiff Araceli Sagrero-Razo filed a notice with the LWDA on or about November 28, 2023. True and correct copies of Plaintiffs' notices filed with the LWDA are being filed with this Motion as Exhibit C. Copy of the notices were also sent to Defendants via certified mail and the \$75.00 filing fee was remitted to the LWDA at that time. There was no response by the LWDA regarding its intent to investigate the claims alleged in Plaintiff's notices for more than 65 days and Defendants did not utilize the cure procedures under the statute. As such, Plaintiff became authorized to commence a civil action under the PAGA. A true and correct copy of Plaintiff's operative Complaint is filed with this Motion as Exhibit B, which was uploaded to the LWDA after we received a file-stamped copy back from Court. Again, upon preliminary approval, a First Amended Complaint will be filed with the Court, making that the operative pleading for purposes of the Agreement.

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

5. Defendants are represented in this matter by Jackson Lewis P.C. From the beginning, Defendants have contested the merits of this case, the suitability of the case for class action and/or representative treatment, the manageability of the case at trial, and the ability to prove a violation in

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

10 6. We have reviewed a substantial number of documents and informal discovery during our
11 investigation of the claims. Based on the expected testimony from Plaintiffs and Class Members, a
12 review of Defendants' policies and procedures and other documents relating to the alleged claims,
13 information on the number of Class Members, Class Members' total workweeks within the Class Period,
14 pay periods within the one (1) year penalty statute of limitations, the number of Class Members who
15 separated employment within three (3) years of this case being filed, and all of Class Members' time and
16 payroll data, the scope of the potential damages in light of the claims alleged, the uncertainty in the law
17 with regard to certification, and the negotiations that have taken place, I am convinced that the proposed
18 settlement is in the best interest of the class. The length and risk of continued litigation and trial, as well
19 as other normal perils of complex litigation that impact the value of the claims, were also considered and
20 weighed in reaching the Agreement. In addition, I carefully considered the prospects of class
21 certification and maintaining class certification through trial notwithstanding the numerous challenges
22 raised by Defendants. I further considered the fact that penalties under the PAGA could be substantially
23 cut at the discretion of the Court even if Plaintiffs were successful on proving those claims and there was
24 risk that a Court could find no willfulness in the failure to pay wages at separation or the existence of a
25 good faith dispute, which would eliminate the value of several claims entirely. Overall, I believe it is
26 more beneficial to secure a guaranteed benefit to the class now rather than to proceed with litigation and
27 potentially obtain zero funds for the class due to legal or factual issues in the case.

1 7. My office, including my partner, Galen T. Shimoda, my former associate, Brittany V.
2 Berzin, my associate, Renald Konini, our paralegal, and myself, along with Plaintiff's assistance,
3 thoroughly investigated the merits of the claims and potential damages for such claims. The parties
4 engaged in informal discovery and exchange of documents that included, but was not limited to, all class
5 time and payroll employee data, including, but not limited to, time records, paystubs, and payroll
6 summaries, relevant handbooks, bulletins, and memoranda containing Defendants' policies for the
7 entirety of the statute of limitations applicable to the alleged claims. Spreadsheets produced by
8 Defendants included more than 138914 rows of data covering approximately 6,496 pay periods. Review
9 of this data included comparing the time records and payroll data with approximately 31 unique pay
10 codes and Defendants' wage and hour policies pay period by pay period, which evolved over the course
11 of the Class Period. Also, formal discovery responses by Defendants were reviewed. From this
12 production we were able to determine information critical to a reliable damages analysis such as the
13 average hourly rate, average daily hours worked, shifts eligible for meal and rest periods and the number
14 of potential shifts that may correspond to liability under our theories of liability, average number of
15 workweeks and pay periods that had potential violations based on the asserted claims, the frequency
16 with which violations occurred in a given week and/or pay period, and the number of former employees.
17 This information allowed my office to assess both liability and damages and create an accurate damages
18 model. Plaintiff assisted in all aspects of this litigation including providing factual information relating
19 to Plaintiff's and Class Members' employment conditions, providing a substantial number of documents,
20 and answering questions regarding Defendants' factual contentions in this matter. This was important
21 because it directly related to our ability to maintain this case as a class action and our ability to obtain a
22 favorable settlement for the class.

23 8. Throughout this litigation our office had numerous communications with Defendants'
24 Counsel discussing our respective positions. The parties engaged in mediation on April 15, 2024, using
25 an experienced mediator, Brandon McKelvey, Esq. It was only after approximately nineteen (19)
26 months of extensive, arm's length negotiations that the parties were able to reach a settlement, which
27 only occurred after a full-day mediation and post-mediation negotiations facilitated by the mediator.
28

1 The negotiations were, at all times, contentious, adversarial, and at arms-length, though still professional
2 in nature.

3 9. Based on my office's analysis of the formal and informal discovery outlined above,
4 there were approximately 170 Class Members who worked 13,824 weeks in the Class Period, 142
5 Aggrieved Employees who worked 2,853 pay periods during the PAGA Claim Period, an average base
6 hourly rate of approximately \$23.68, and an average overtime rate of approximately \$35.52. We did
7 not find any prior Labor Commissioner or Court decisions stating Defendants' practices and/or policies
8 were improper. As such, a "subsequent violation" may not be found for penalty calculation purposes,
9 and the penalty exposure analysis herein is based on an "initial violation" valuation being adopted by
10 any fact finder if this matter went to trial. *See Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157,
11 1207-1209 (2008). We also interviewed several employees, covering their work experience in relation
12 to the asserted claims and have incorporated that information into the damages analysis. The following
13 represents the maximum recovery as well as the more realistic range of recovery for each of Plaintiff's
14 claims:

- 15 a) Minimum Wages: This claim is based on allegations that Defendants failed to pay
16 Plaintiff and Class Members at least the minimum wage for all hours worked due to
17 Defendants requiring employees to work off-the-clock while working and failing to
18 accurately record employee's hours worked. Defendants often manually adjusted
19 Plaintiff's and employees' time records. Defendants instructed employees to clock out
20 before the 12-hour of work regardless of whether they continued to perform work.
21 Defendants deducted time from employee's time records for meal and/or rest breaks that
22 were not actually taken and/or shorter than the amount of time deducted. The maximum
23 damages for this claim are approximately \$326,592. This amount does not take into
24 account any potential risks with respect to Plaintiff certifying the claim, proving the
25 merits, or proving damages. The maximum damages available were calculated based on
26 the average estimated time Class Members worked off-the-clock per week, which was
27 1.75 hours. Based on the weighted average minimum wage rate of \$13.5 during the
28 Class Period, this equals approximately \$326,592 in unpaid minimum wages (13,824

workweeks x 1.75 hours off-the-clock per week] x \$13.5 average minimum wage rate). Because we also assumed that all unpaid time qualified for overtime, only liquidated damages is being claimed to avoid double recovery of the substantive wage loss. Defendants heavily disputed this theory of liability. First, Defendants' Recording of Hours Policy required both employees and supervisors to approve the timesheets and attest that the information submitted to payroll was complete and accurate. Second, Defendants argued it maintained, and strictly enforced, policies against working off-the-clock, accurately recording hours worked, and that overtime was regularly paid, undermining any contention that there was any practice or policy promoting off-the-clock work. Third, prior to this litigation commencing, Defendants conducted an audit of time and payroll records based on complaints received from Class Members regarding timecard manipulation by a particular supervisor. As a result of the audit, Defendants paid Class Members the full value of the unaudited hours worked and waiting time penalties for any Class Members that also separated from employment prior to the audit. This presented a substantial challenge to the claim. The written policy prohibiting off-the-clock work would require Plaintiffs to demonstrate, on a class wide basis, that Defendants effectively maintained "a policy to violate the policy" against off-the-clock work and that Defendants knew or should have known the off-the-clock work was occurring despite the policies and payment of overtime. *See Brinker Rest. Corp. v. Superior Ct.*, 53 Cal.4th 1004, 1051-1052 (2012). Plaintiffs strongest case for this was specifically addressed in the audit and payment of unadjusted time. There was no evidence of complaints or adjustments of Class Members hours worked other than what was addressed in the audit and repayment. Finally, the presence of a good faith dispute for any remaining potential liability would eliminate liquidated damages for unpaid minimum wages. *See Cal. Lab. Code § 1194.2(b); Ridgeway v. Walmart Inc*, 946 F.3d 1066, 1089-1090 (9th Cir. 2020). Taking all these factors into account, I believe it is likely a good faith dispute would be found and there would be no recovery for this claim;

- 1 b) Unpaid Overtime Wages (Off-the-Clock): The off-the-clock theory of overtime liability
2 is based on the same factual allegations that formed the basis for the minimum wage
3 claims, which are stated above. The maximum damages for this claim are \$859,299.84.
4 ([13,824 workweeks x 1.75 hours off-the-clock per week] x \$35.52 average overtime
5 rate). This amount does not take into account any potential risks with respect to Plaintiff
6 certifying the claim, proving the merits, or proving damages. We assumed that all
7 unpaid hours qualified as overtime. Because this theory of liability is based on the same
8 facts supporting the minimum wage claim, it is subject to the same risks identified
9 above, including the fact that Defendants performed an audit and paid Class Members
10 based on unadjusted time. This left substantially less unpaid off-the-clock time at issue,
11 approximately .5 hours per week. Taking all these factors into account, I believe a more
12 likely range of recovery for this claim is between \$214,824.96 to \$429,649.92 (50% to
13 75% reduction based on risk);
- 14 c) Unpaid Overtime (Regular Rate of Pay): This theory of liability for unpaid overtime is
15 based on allegations that Defendants failed to incorporate the value of all non-
16 discretionary remuneration beyond an employee's base hourly wage, *e.g.* incentive
17 based compensation such as bonuses, when calculating the regular rate of pay for
18 premium purposes such as overtime. The maximum damages for this claim are
19 \$12,994.56. This amount does not take into account any potential risks with respect to
20 Plaintiff certifying the claim, proving the merits, or proving damages. Based on the time
21 and payroll records, approximately 50% of the approximately 6,912 total pay periods
22 during the Class Period included overtime with these additional incentive payments
23 earned over the same period. Based on the average incentive payments attributable to
24 each pay period (\$77.76), the average amount of total hours worked per pay period
25 (70.72), and the average amount of overtime worked per affected pay period (3.46), and
26 the average amount of double time overtime worked per affected pay period (.30), there
27 was a total of \$12,994.56 in unpaid overtime and double time premiums based on
28 miscalculating the regular rate of pay. Defendants heavily disputed this claim. For

1 example, Defendants contended that there was no need to separately calculate any
2 overtime owed as a result of the incentive payments because they were discretionary in
3 nature. To the extent the Court agreed with this factual contention, the value of this
4 claim would be entirely eliminated. *See* 29 C.F.R. § 778.208 (discretionary bonuses
5 need not be included in the regular rate). Taking these risks into account factors into
6 account, I believe a more realistic range of recovery for this theory of liability is
7 between \$9,9745.95 to \$11,045.38 (15% to 25% reduction based on risk);

8 d) Meal Periods: This claim is based on allegations that Defendants did not authorize and
9 permit Plaintiff and similarly situated employees to take all meal periods owed to them.
10 Plaintiffs alleged that Defendants were short-staffed, and they had strict deadlines for
11 work to be completed. Plaintiff and similarly situated employees were employed for
12 periods of more than five hours without receiving an uninterrupted thirty (30) minute
13 meal period. Defendants required Plaintiff and similarly situated employees to clock out
14 for meal periods they did not receive. If Plaintiff and similarly situated employees did
15 not receive a meal period, but did not clock out as instructed, Defendants would
16 manually adjust Plaintiff's and similarly situated employees' time. Plaintiff and
17 similarly situated employees worked longer than ten (10) hours in a day without being
18 provided second meal periods. Based on the payroll and time records, there was an
19 average of .92 unique meal period violations (*i.e.* 5th hour violation, no meal period
20 where working longer than five hours, meal period shorter than 30 minutes, no second
21 meal period when shifts lasted longer than ten (10) hours, etc.) per week where there
22 was also no meal period premium paid. The maximum damages for this claim are
23 \$301,164.13. This amount does not take into account any potential risks with respect to
24 Plaintiff certifying the claim, proving the merits, or proving damages. This amount was
25 calculated based on an average hourly rate of \$23.68 and an average meal period
26 violation rate of .92 per week over 13,824 weeks. Defendants contended that they
27 provided complaint meal periods to Plaintiffs and similarly situated employees and their
28 meal period policy and time keeping policies required Plaintiffs and similarly situated

1 employees to take compliant meal periods, clock out for meal periods, and attest to
2 payroll time records being complete and accurate. While Plaintiffs can utilize the
3 rebuttable presumption of meal period violations based on the time records under
4 *Donohue v. AMN Servs., LLC*, 11 Cal.5th 58, 78 (2021), Plaintiffs would still have the
5 burden to establish a theory of liability amenable to class treatment. Additionally, if
6 Defendants' time keeping policies and records were found to rebut the presumption of
7 meal period violations, this would substantially reduce the scope of Plaintiff's meal
8 period claims to only those instances where the alleged defective meal period policy
9 would be at issue. Without a presumption based on defective time records or a facially
10 unlawful policy it is very difficult to certify meal period violation claims. Again, the
11 strongest case for this was addressed when Defendants performed an audit of the time
12 and payroll records and paid Class Members based on the unadjusted times. The
13 payments included payments for meal period premiums when the time records showed a
14 violation occurring. Thus, the dispute regarding compliant meal periods and accurate
15 time keeping substantially increases the risks to the claims because the violations
16 Plaintiffs would be able to utilize a presumptive violation for had been paid. Taking
17 these factors into account, I believe a more realistic range of recovery for this claim is
18 between \$60,232.83 to \$105,407.45 (reduction of 65% to 80% based on risk);

- 19 e) Rest Breaks: This claim was based on the same allegations as the meal period claim.
20 Plaintiff contended that Class members were not provided with lawful rest periods
21 approximately 1.25 shifts per week where there was also no rest period premium paid.
22 Based on 1.25 violation shifts per week, 13,824 total weeks during the Class Period, and
23 an average \$23.68 hourly rate, this equates to a maximum exposure of approximately
24 \$409,190.40. This amount does not take into account any potential risks with respect to
25 Plaintiff certifying the claim, proving the merits, or proving damages. Because this
26 claim is based on the same factual basis as the meal period claims, it is also subject to
27 the same risks as detailed above. However, there is no requirement that an employer
28 keep records of rest periods, so this claim does not benefit from any presumptive

violation based on time records under the law like meal period claims do. This presented an even greater risk for Plaintiff's rest period claims than is present for the meal period claims. Taking these factors into account, I believe a more realistic range of recovery for this claim would be between \$61,378.56 to \$102,297.60 (75% to 85% reduction based on risk);

f) Sick Leave: This claim was based on allegations that Defendants' failed to incorporate the value of all non-discretionary remuneration beyond an employee's base hourly wage, *e.g.* incentive based compensation such as bonuses, when calculating the regular rate of pay for premium purposes such as sick leave. The maximum damages for this claim are approximately \$1,486.08. This amount does not take into account any potential risks with respect to Plaintiff certifying the claim, proving the merits, or proving damages. Based on the time and payroll records, approximately 2% of all pay periods included a form of sick leave or PTO as well as additional incentive payments earned over the same period. Plaintiff calculated the average regular rate of pay for affected pay periods by taking the total earnings therein and dividing by the total hours worked over the same period. This equated to an average regular rate of approximately \$23.68 in each affected pay period. There was also an average of approximately 9.78 sick leave and/or PTO hours paid in each of the affected pay periods. Based on the difference between the average hourly rate and the average regular rate of pay for the affected pay periods, this equated to a difference of approximately \$10.75 owed per pay period. At 2% of all pay periods affected, this equated to \$1,486.08 owed in total. Defendants heavily disputed this claim. As detailed above, the incentive payments forming the basis for the regular rate calculation were still subject to the risk of being found to be discretionary. *See* 29 C.F.R. § 778.208. Additionally, it was not clear from the payroll records what percentage of PTO was used for qualifying sick leave purposes as opposed to reasons other than qualifying sick leave. To ensure Plaintiff did not underestimate the amount of potential damages for this claim, Plaintiff assumed that any and all instances of PTO used would have been subject to the regular rate requirements of California Labor Code

section 245 *et seq.* Taking these factors into account, I believe a more realistic range of recovery for this claim is between \$1,114.56 to \$1,263.17 (15% to 25% reduction based on risk);

g) Reimbursement: This claim was based on Plaintiff's contention that Class Members were required to use their personal cellphones to take and send/upload work related photos and communicate with supervisors, management and other lab locations regarding work. This is based on a monthly cell phone bill of approximately \$100 and 50% work usage rate, which equates to approximately \$11.54 owed per week. The maximum exposure for this claim is \$159,528.96. This amount does not take into account any potential risks with respect to Plaintiff certifying the claim, proving the merits, or proving damages. Defendants heavily disputed whether use of personal cell phones was required given the presence of company phones. Defendants contended that the use of any applications on a personal device or using cell phones to communicate with supervisory employees and/or clients was, at most, a personal choice of convenience by Class Members. Furthermore, it is unlikely that Class Members all had their own standalone cell phone plans as opposed to being billed as additional lines on a pre-existing plan. In my experience there has always been a range of individuals whose cell phone plans are \$30-\$60 per month as additional lines on a pre-existing plan. Thus, it is unlikely that the full amount of damages Plaintiff calculated would be established even if Plaintiff were successful in certifying the class and establishing liability. Based on these risks, I believe a more realistic range of recovery for this claim would be between \$47,858.69 to \$95,717.38 (40% to 70% reduction based on risk);

h) Wage Statement Violations: This claim is derivative of Plaintiff's overtime, minimum wage, meal and rest period, and sick leave claims. The maximum exposure for this claim is \$127,050, which is calculated based on an initial violation of \$50 per pay period per employee and assumes a violation in each of the 2,541 pay periods within the one (1) year penalty statute of limitations. This amount does not take into account any potential risks with respect to Plaintiff certifying the claim, proving the merits, or proving

1 damages. Because this claim is derivative of Plaintiff's other claims, the same risks
2 identified above for the minimum wage, overtime, meal period, rest period, and sick
3 leave claims apply here as well, substantially affecting the potential value of this claim.
4 Furthermore, under the recent California Supreme Court case, *Naranjo v. Spectrum Sec.*
5 *Servs., Inc.*, 15 Cal.5th 1056 (2024), employers now have a good faith dispute defense
6 against wage statement claims. Although an audit was performed and payments made
7 for unadjusted time entries, the payments did not include any amounts for wage
8 statement penalties associated with the time adjustments. Thus, I believe a more
9 realistic range of recovery for this claim would be between \$22,360.80 to \$63,525
10 (narrowing to the paystubs associated with the time adjustments up to a 50% reduction
11 based on risk);

- 12 i) Waiting Time Penalties: This claim is derivative of the overtime, minimum wage, meal
13 and rest period, and sick leave claims. The maximum damages for this claim are
14 \$670,617.60. This amount does not take into account any potential risks with respect to
15 Plaintiff certifying the claim, proving the merits, or proving damages. The maximum
16 damages were calculated based on the \$23.68 average hourly rate, 118 former
17 employees within the three (3) year penalty statute of limitations, and an average of 8
18 hours worked per shift. Plaintiff utilized the full 30 days to calculate the total amount
19 due for each formerly employed Class Member. Because it is derivative of Plaintiff's
20 claims asserted above, it carries all the same risks. Similar to claims for liquidated
21 damages for minimum wages and wage statement violations, waiting time penalties are
22 subject to a good faith dispute defense. See *Diaz v. Grill Concepts Servs., Inc.*, 23
23 Cal.App.5th 859, 868 (2018). For the same reasons as stated above, it is likely that a
24 good faith dispute would be found and the value associated with this claim would be
25 eliminated entirely;
- 26 j) PAGA: This claim is derivative of the Labor Code violations identified above and would
27 be subject to all the same risks as the underlying claims it is based on. Again, we did
28 not find any prior Labor Commissioner or court decisions that stated Defendants'

practices and/or policies were improper, so the exposure analysis is based on an “initial violation” valuation being adopted by any fact finder if this matter went to trial. See *Amaral*, 163 Cal.App.4th at 1207-1209. Based on Class Members’ payroll data, the maximum exposure for this claim is \$2,319,554, which was calculated per violation as follows:

- *Minimum Wages*: \$285,300 (2,853 pay periods x default \$100 per pay period per Labor Code section 2699(f));
- *Overtime*: \$142,650 (2,853 pay periods x \$50 per pay period per Labor Code section 558);
- *Meal Periods*: \$142,650 (2,853 pay periods x \$50 per pay period per Labor Code section 558);
- *Rest Periods*: \$285,300 (2,853 pay periods x default \$100 per pay period per Labor Code section 2699(f));
- *Wage Statements*: \$254,100 (2,541 pay periods x default \$100 per pay period per Labor Code section 2699(f));
- *Waiting Time Penalties*: \$562,248 (90 former employees within the penalty statute of limitations. Calculated the same as waiting time penalties pursuant to Labor Code section 256 [\$26.03 average hourly rate x 8-hour day x 30 days = \$6,247.20. 90 former employees x \$6,247.20 = \$562,248]);
- *Reimbursement*: \$285,300 (2,853 pay periods x default \$100 per pay period per Labor Code section 2699(f));
- *Failure to Maintain Accurate Records*: \$71,000 (\$500 x 142 employees within the penalty statute of limitations per Labor Code section 1174.5);
- *Sick Leave*: \$5,706 (57 pay periods (2% of all pay periods affected) x default \$100 per pay period per Labor Code section 2699(f)); and
- *Failure to Timely Pay Wages*: \$285,300 (2,853 pay periods x \$100 per pay period per Labor Code section 210(a)(1)).

1 These amounts do not take into account any of the risks in proving the merits of the
2 underlying claims that the PAGA damages are based on. The identified risks would
3 likely eliminate several of the claims (*e.g.* minimum wages & waiting time penalties),
4 and/or substantially reduce the number of pay periods at issue due to the inability to
5 prove the claims in every pay period for every employee. In addition to the risks on the
6 merits, I believe the Court may exercise its discretion to reduce PAGA penalties in this
7 case because a majority of the civil penalties sought would be in addition to amounts
8 owed for substantive violations, some of the violations are due to technical non-
9 compliance with the Labor Code, such as derivative wage statement violations, several
10 of the violations under different statutes arise from the same, singular conduct of not
11 keeping accurate records of hours work, working off the clock and deducting time for
12 meal periods that were not taken by employees. Defendants produced wage and hour
13 policies and other documents related to attempts at complying with the California Labor
14 Code that a Court may find demonstrates a good faith attempt at compliance, and there
15 were several instances where the actual substantive loss experienced by Aggrieved
16 Employees was substantially less per pay period than the potential maximum penalty
17 that could be imposed. Courts are statutorily authorized to use discretion to reduce
18 penalties and the range of discretion used varies substantially. *See Thurman v. Bayshore*
19 *Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012) (30% reduction); *Fleming v.*
20 *Covidien Inc.*, 2011 WL 7563047, *3–4 (C.D. Cal. 2011) (82% reduction); *Magadia v.*
21 *Wal-Mart Associates, Inc.*, 384 F.Supp.3d 1058, 1104 (N.D. Cal. 2019) (80% reduction);
22 *Hamilton v. Juul Labs, Inc.*, 2021 WL 5331451, *9-*10 (N.D. Cal. 2021). The 82%
23 reduction equates to roughly \$9-\$18 worth of civil penalties per pay period per
24 employee depending on the total potential value of the civil penalty (*i.e.* \$50-\$100),
25 which is more in line with actual awards based on my experience and review of awards
26 in other cases. Thus, even if using the maximum values and setting aside risks of
27 proving the claims on the merits, the total exposure may be cut to approximately
28 \$417,519.72 (82% reduction) to \$1,623,687.80 (30% reduction) or lower. It is important

1 to note that this discretionary reduction is completely separate and in addition to any
2 risks on the merits. Given the substantial risks associated with the claims, I believe the
3 amount that might ultimately be awarded under this claim would be significantly lower
4 than the maximum civil penalties available. I believe allocating \$25,000 to the PAGA
5 claims in this case is appropriate, especially in light of amounts that Courts have
6 approved as reasonable valuations in other cases. *See Nordstrom Com. Cases*, 186
7 Cal.App.4th 576, 589 (2010) (approving \$0 allocation to the resolution of PAGA claims
8 based on their being disputed and being part of a class settlement which was evaluated
9 based on the terms of the agreement overall); *Junkersfeld v. Med. Staffing Sols., Inc.*,
10 2022 WL 2318173, *8 n.2 (E.D. Cal. 2022) (collecting cases with PAGA settlement
11 values ranging from .037%-1%); *Jennings v. Open Door Marketing, LLC*, 2018 WL
12 4773057, *9 (N.D. Cal. 2018) (approving settlement of PAGA claims at 0.6% of total
13 estimated value due to risk of no recovery); *Ruch v. AM Retail Grp., Inc.*, 2016 WL
14 5462451, *7 (N.D. Cal. 2016) (approving \$10,000 PAGA settlement allocation where
15 total PAGA penalty exposure was approximately \$5.2 million, or 0.2% of total estimated
16 value); *Davis v. Cox Commc'ns California, LLC*, 2017 WL 1496407, *1 (S.D. Cal.
17 2017) (preliminarily approving \$4,000 PAGA allocation in \$275,000 settlement); *Moore*
18 *v. Fitness Int'l, LLC*, 2014 WL 12571448, *5 (S.D. Cal. 2014) (approving \$2,500 PAGA
19 allocation when attorneys' fees award alone amounted to \$200,000); *Jack v. Hartford*
20 *Fire Ins. Co.*, 2011 WL 4899942, *6 (S.D. Cal. 2011) (approving \$3,000 PAGA
21 allocation in \$1,200,000 settlement); *Singer v. Becton Dickinson & Co.*, 2010 WL
22 2196104, *2 (S.D. Cal. 2010); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *1, *9
23 (N.D. Cal. 2009) (approving \$1,500 PAGA allocation in \$1,026,000 settlement); *Syed v.*
24 *M-I, L.L.C.*, 2017 WL 714367, *13 (E.D. Cal. 2017) (approving \$100,000 PAGA
25 allocation in \$3,950,000 gross settlement amount allocated to California class even
26 though PAGA exposure was calculated at \$53,600,000, or 0.2% of total estimated
27 potential value); *Garcia v. Gordon Trucking, Inc.*, 2012 WL 5364575, *6-*7 (E.D. Cal.
28 2012) (approving \$10,000 PAGA allocation in a \$3,700,000 settlement); *Franco v. Ruiz*

1 *Food Prod., Inc.*, 2012 WL 5941801, *14 (E.D. Cal. 2012) (\$10,000 PAGA allocation
2 from \$2,500,000 settlement fund); *Chu v. Wells Fargo Investments, LLC*, 2011 WL
3 672645, *1 (N.D. Cal. 2011) (\$10,000 PAGA allocation from \$6,900,000 settlement
4 fund).

5 10. In summary, Plaintiff's gross recovery of \$250,000 under the Agreement equals
6 approximately 5% of the maximum value of the claims in this matter and between 10% to 30% of the
7 more realistic range of recovery. After deducting the proposed allocations for attorneys' fees and costs,
8 any Enhancement Payments, Settlement Administrator Costs, and the PAGA Payment from the Gross
9 Settlement Amount, the net recovery under the Agreement, \$92,500, represents approximately 2% of
10 the maximum value of the claims in this matter. The net recovery also represents between 4% and 11%
11 of the more realistic range of recovery. The average net award is approximately \$544.12. I believe the
12 Agreement is fair, reasonable, and adequate, representing a reasonable compromise of claims based on
13 the legal and factual disputes in this case. The ability to secure a guaranteed settlement now and ensure
14 Class Members receive some compensation, rather than proceed to further litigation and potentially
15 recover nothing, was a motivating factor in reaching this Agreement. The ability to secure a guaranteed
16 settlement now and ensure Class Members receive some compensation, rather than proceed to further
17 litigation and potentially recover nothing, was a motivating factor in reaching this Agreement.

18 11. In agreeing to represent Plaintiff and take on the case for all Class Members, our office
19 agreed to take this case on a contingency basis, meaning that we would take a percentage of any
20 settlement or judgment should we recover a monetary amount. We took a risk that we would not
21 recover any money in this matter if we were unsuccessful at trial. We also took on the risk that the case
22 may be subject to an unfavorable summary judgment ruling. However, we believe it is important to
23 make sure employees are able to find affordable representation in order to ensure that employers are
24 complying with all their legal obligations towards employees and paying employees all their hard-
25 earned wages.

26 12. I am a shareholder at Shimoda & Rodriguez Law, PC. My law firm is a boutique law
27 practice that focuses primarily on employment litigation, emphasizing wage and hour litigation. I
28 attended and graduated college from U.C. Davis, receiving a Bachelor of Arts in Philosophy and the

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

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

claims, and Fair Labor Standards Act (“FLSA”) claims. I am actively involved in most all of the complex litigation handled by our firm. Class and/or PAGA actions I have litigated or am currently litigating, including the instant case, includes, but is not limited to, the following:

- *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- *Adams-Angway v. Placer Title Company, et al.*, Case No. SCV0040845 (Placer Sup. Ct.);
- *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- *Aslam v. American Custom Private Security, Inc.*, Case No. STK-CV-UOE-2018-0012080 (San Joaquin 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.);
- *Barkhausen v. Bank of Stockton*, Case No. STK-CV-UOE-2019-17145 (San Joaquin Sup. Ct.);
- *Benak v. MDStat Urgent Care, Inc.*, Case No. 34-2015-00188181 (Sac. Sup. Ct.);
- *Bigornia v. Quest Diagnostics Clinical Laboratories, Inc., et al.*, Case No. 34-2019-00271174 (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.);
- *Castorena v. Flowmaster, Inc.*, Case No. CV18-2191 (Yolo 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.);
- *Cress, et al. v. Mitsubishi Chemical Carbon Fiber and Composites, Inc.*, Case No. 34-2017-00222101 (Sac. Sup. Ct.);
- *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.);
- *Ferreyra 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.);
- *Gotts v. John L. Sullivan Chevrolet, Inc.*, Case No. 34-2018-00231576 (Sac Sup. Ct.);
- *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- *Hellum v. A1 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-

1 EFB (E.D. Cal.);

- 2 • *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- 3 • *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- 4 • *Roberts v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- 5 • *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-
- 6 00082201 (Sac Sup. Ct.);
- 7 • *Salas, et al. v. Joint Ventures, LLC, et al.*, Case No. 34-2018-00227493 (Sac. Sup. Ct.);
- 8 • *Salmon v. Ovarions Fanfare, L.P., et al.*, Case No. 34-2018-00244749 (Sac. Sup. Ct.) ;
- 9 • *Scarano v. J.R. Putman, Inc.*, Case No. 34-2018-00244753 (Sac. Sup. Ct.) ;
- 10 • *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- 11 • *Sullivan v. National Response Corporation*, Case No. 34-2018-00244757 (Sac. Sup. Ct.);
- 12 • *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- 13 • *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac.
- 14 Sup. Ct.);
- 15 • *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.); and
- 16 • *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

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

19 15. My partner, Galen T. Shimoda, Esq., worked with me on this matter and was critical in
20 assisting with all aspects of the litigation of this case. Mr. Shimoda and I are some of only a handful of
21 plaintiff attorneys located in Sacramento who handle wage and hour class actions. Mr. Shimoda
22 attended and graduated from the University of Utah in 2000 with a B.S. in Business Management and a
23 B.A. in Asian Studies, with a minor in Japanese language. He then attended and graduated from the
24 University of the Pacific, McGeorge School of Law and received his J.D. degree in 2003. He
25 graduated from McGeorge in the top 5% of his class and was a member of the Order of the Coif and
26 Traynor Honor Society. Since graduating from McGeorge, Mr. Shimoda has authored a number of
27 employment law articles for journals and our firm regularly publishes articles on our firm's website.
28 Mr. Shimoda has been a regular panel speaker for the CEB (Continuing Education of the Bar)

1 Employment Review seminars from 2014 to the present. His speaking engagements include the
2 following: 1) Lorman Military Leave Law Speaker; 2) Restaurant Association Speaker at Annual
3 Seminar (Los Angeles); 3) Federal Bar Association, Sacramento Chapter: 2015 Amendments to the
4 Federal Rules of Civil Procedure (Mar. 30, 2016); 4) CEB – Employment Law Practice: 2016 Year in
5 Review (Jan. 20, 2017); 5) CEB – Employment Law Practice: 2015 Year in Review (Jan. 22, 2016); 6)
6 CEB – Employment Law Practice: Year in Review (2014) (Jan. 9, 2015); 7) CEB - Employment Law
7 Practice: Year in Review (2013) (Jan. 10, 2014); 8) Sacramento County Bar Association - Class
8 Actions from the Trenches: Real World Experiences from the Plaintiff and Defense Bar (Feb. 21,
9 2012); 9) Sacramento Employer Advisory Council – Wage and Hour Workshop: Going Beyond the
10 Exemption Discussion (Apr. 7, 2016); 10) Sacramento Employer Advisory Council - Wage & Hour
11 Panel and AB 1825 Training: Updates on California’s New Wage Laws and Manager Compliance
12 Training (Apr. 25, 2017); 11) Sacramento County Bar Association, Labor and Employment Section –
13 PAGA Representative Litigation: Emerging Trends and Issues (May 17, 2016); 12) Sacramento
14 Business Journal Panel – Overtime Rules (Jun. 23, 2016); 13) Association of Defense Counsel of
15 Norther California & Nevada - Employment Law Update – Do the Math: Calculation Exposure and
16 Damages in Wage and Hour Cases (Aug. 12, 2016); 14) California Employment Lawyers Association -
17 PAGA Today and PAGA Tomorrow: Moderate-Advanced Issues In PAGA Litigation (Oct. 20, 2017);
18 15) California Employment Lawyers Association Advanced Wage and Hour Seminar – Better Know a
19 Venue Roundup (May 17, 2019). Mr. Shimoda has been AV rated by Martindale Hubbell since 2013,
20 was recognized as a Super Lawyer (Rising Star) from approximately 2009 to 2013 and was recognized
21 as a Super Lawyer from 2014 to present.

22 16. Mr. Shimoda has practiced law in California since being admitted to the State Bar in
23 2003, litigating wage and hour class actions and individual wage and hour litigation among other cases.
24 Mr. Shimoda began practicing class action law on the defense side at the firm of Orrick, Herrington &
25 Sutcliffe LLP. He then switched to plaintiff class action work in 2005. His class action experience is
26 in wage and hour law. Mr. Shimoda has litigated several class action cases in California State and
27 Federal Courts, including up to certification, settlement, preliminary and final approval, and
28 disbursement of monies, and has been found to be satisfy the adequacy requirements for class counsel.

1 Some of the class action and/or PAGA cases he is litigating and/or has litigated as lead or co-counsel
2 include the following:

- 3 • *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- 4 • *Acosta v. Acosta Sales, LLC, et al.*, Case No. 2:11-CV-01796 (C.D. Cal.);
- 5 • *Atchley v. Blaggs Food Service, LLC*, 34-2017-0215930 (Sac. Sup. Ct.);
- 6 • *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- 7 • *Arnall v. North American Merchandising Service Inc.*, Case No. 06AS01439 (Sac. Sup. Ct.);
- 8 • *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- 9 • *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- 10 • *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- 11 • *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac.
12 Sup. Ct.);
- 13 • *Benak v. MDStat Urgent Care, Inc.*, No. 34-2015-00188181 (Sac. Sup. Ct.);
- 14 • *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup.
15 Ct.);
- 16 • *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup.
17 Ct.);
- 18 • *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac.
19 Sup. Ct.);
- 20 • *Carlos v. Abel Mendoza, Inc., et al.*, Case No. 34-2016-00195806 (Sac. Sup. Ct.);
- 21 • *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup.
22 Ct.);
- 23 • *Carr et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- 24 • *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-
25 00209613 (Sac. Sup. Ct.);
- 26 • *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- 27 • *Colbert v. American Home Craft Inc.*, Case No. 05AS05012 (Sac. Sup. Ct.);
- 28 • *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.).

17. 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.

18. 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.

19. My former associate, Brittany V. Berzin, attended and graduated college from U.C. Davis, receiving a Bachelor of Arts in Psychology. Ms. Berzin received her J.D. from the University of the Pacific McGeorge School of Law. Ms. Berzin joined Shimoda & Rodriguez Law, PC as a law clerk in February 2015 where she gained civil litigation experience working on individual, class action and PAGA employment cases throughout law school. Ms. Berzin also participated in an employment law clinic in 2015 and 2016 that helps low-income workers by providing free legal consultations, advising employees of their legal remedies on a variety of matters (*e.g.*, wage and hour, discrimination, harassment, California leave laws, unemployment, workers' compensation, retaliation, and wrongful termination, etc.) under the supervision of an attorney, preparing wage claims, and providing representation in wage claims before the California Labor Commissioner. From 2016-2017, Ms. Berzin completed an externship at the Federal Public Defenders Office as a Certified Law Student where Ms. Berzin obtained discovery, completed legal research, drafted motions, negotiated plea deals, represented clients in a variety of hearings (*e.g.*, arraignments, motion hearings, sentencing hearings, etc.), and defended a client against five misdemeanor charges in a jury trial in the United States District

1 Court for The Eastern District of California. Ms. Berzin was also a member of the nationally
2 recognized McGeorge Mock Trial Team and went on to coach a high school Mock Trial team in 2018
3 after graduating from law school. In May 2017, Ms. Berzin graduated from the University of the
4 Pacific, McGeorge School of Law with Great Distinction and was inducted into the Order of the Coif,
5 graduating in the top 10% of her class. Ms. Berzin received the Witkin Award for Academic
6 Excellence in Legal Research and Writing, Civil Procedure, Bankruptcy, and Criminal
7 Procedure. From 2020 to 2024, Ms. Berzin was recognized as a Super Lawyer (Rising Star). Ms.
8 Berzin has been a member of the executive committee of the Sacramento County Bar Association
9 Labor & Employment Section since January 2020, serving as Co-Chair of the committee in 2021. Ms.
10 Berzin has over seven years of experience working on civil litigation and employment law matters.
11 Most of that experience has been specific to analyzing and litigating wage and hour claims. As an
12 associate, Ms. Berzin has worked on a variety of individual, class action, and PAGA cases involving
13 wage and hour claims, such as failure to pay overtime, failure to pay minimum wages, failure to
14 provide meal and rest periods, failure to pay reimbursement expenses, unlawful deductions, failure to
15 keep accurate time records, failure to provide paid sick leave, failure to pay all wages upon separation,
16 unfair competition, breach of contract, independent contractor misclassification, and salaried
17 misclassifications. Some of the class action and/or PAGA cases that Ms. Berzin litigated while with
18 our firm include the following:

- 19 • *Arosemena v. Ranchhodrai, Inc., et al.*, Case No. STK-CV-UOE-2019-15963 (San Joaquin
20 Sup. Ct.);
- 21 • *Arroyo v. Epic Home Solar*, Case No. 34-2021-00310634 (Sac. Sup. Ct.);
- 22 • *Balli v. Brown Box Investments, Inc., et al.*, Case No. 34-2018-00232656 (Sac. Sup. Ct.);
- 23 • *Barkhausen, et al. v. Bank of Stockton*, Case No. STK-CV-UOE-2019-17145 (San Joaquin
24 Sup. Ct.);
- 25 • *Barrios v. American Property Management, Inc.*, Case No. 1:18-cv-00352-AWI-SKO (E.D.
26 Cal.);
- 27 • *Callahan v. Creative Alternatives, Inc., et al.*, Case No. 2027518 (Stanislaus Sup. Ct.);
- 28 • *Collazo v. T.O.P. Marketing Group, Inc.*, Case No. 34-2022-00314092 (Sac. Sup. Ct.);

- *Cristobal v. BAT Residential Services, Inc.*, Case No. FCS056331 (Solano Sup. Ct.);
- *Coronado v. MGD, Inc.*, Case No. STK-CV-UOE-2021-893 (San Joaquin Sup. Ct.);
- *Estrada v. MAD Security Services, Inc.*, Case No. 34-2021-00300627 (Sac. Sup. Ct.);
- *Ferreyra v. Point Digital Finance, Inc., et al.*, Case No. 20CV373776 (Santa Clara Sup. Ct.);
- *Finance of America Wage And Hour Cases*, Case No. JCCP 5081 (Orange County Sup. Ct.);
- *Gomez, et al. v. Kleary Masonry, Inc.*, Case No. 34-2020-00278067 (Sac. Sup. Ct.);
- *Gonzalez v. Northcentral Pizza, LLC, et. al.*, Case No. 34-2019-00252018 (Sac. Sup. Ct.);
- *Gordon, et al. v. Hospice Source, LLC*, Case No. 34-2019-00250022 (Sac. Sup. Ct.);
- *Green v. Warden Security Associates, Inc.*, Case No. 22CV396140 (Santa Clara Sup. Ct.);
- *Hampton v. Unlimited Security Specialists, Inc.*, Case No. CV2021-2130 (Yolo Sup. Ct.);
- *Hercules, et al. v. Maximus Services, LLC*, Case No. 34-2019-00268385 (Sac. Sup. Ct.);
- *Insixiengmay v. Hyatt Corporation*, Case No. 2:18-cv-02993-TLN-DB (E.D. Cal);
- *Kurtz v. Perimeter Security Group, LLC, et al.*, Case No. CU19-083650 (Nevada Sup. Ct.);
- *Leong-Call v. MRB Foods, Inc.*, Case No. 34-2020-00287486 (Sac. Sup. Ct.);
- *Magat v. Medical Care Professionals, Inc., et. al.*, Case No. SCV0042579 (Placer Sup. Ct.);
- *Mayorga v. Brown Strauss, Inc.*, Case No. STK-CV-UOE-2020-0010906 (San Joaquin Sup. Ct.);
- *McGhee v. Salute Incorporated*, Case No. 34-2022-00315317 (Sac Sup. Ct.);
- *McMahon v. Airco Mechanical, Inc.*, Case No. 34-2019-00259269 (Sac. Sup. Ct.);
- *Meals v. Grass Valley Extended Care, Inc., et al.*, Case No. CU19-083606 (Nevada Sup. Ct.);
- *Munoz v. Wilmor And Sons Plumbing And Construction*, Case No. 34-2021-00306609 (Sac. Sup. Ct.);
- *Ruiz v. CTE Cal, Inc.*, Case No. 34-2020-00289168 (Sac. Sup. Ct.);
- *Saavedra, et al. v. SMF Global, Inc.*, Case No. 34-2018-00243363 (Sac. Sup. Ct.);
- *Scarano v. J.R. Putman, Inc., et al.*, Case No. 34-2018-00244753 (Sac. Sup. Ct.);
- *Scoggins, et al. v. Energy Star Construction, Inc.*, Case No. 34-2018-00243048 (Sac. Sup. Ct.);

- *Strawn v. Bridgestone Retail Operations, LLC*, Case No. 34-2018-00242049 (Sac. Sup. Ct.);
- *Sullivan v. National Response Corporation*, Case No. 34-2018-00244757 (Sac. Sup. Ct.);
- *Tracy v. Von Housen's Sacramento, Inc.*, Case No. 34-2020-00282778 (Sac. Sup. Ct.);
- *Uribe v. Ecoguard Pest Management, Inc.*, Case No. 34-2021-00300650 (Sac. Sup. Ct.);
- *Vasquez v. Chriswell Home Improvements, Inc.*, Case No. 34-2021-00305938 (Sac. Sup. Ct.);
- *Villarruel, et al. v. General Produce Company, et al.*, Case No. 34-2021-00311463 (Sac. Sup. Ct.);
- *Walker v. Yan Kalika Dental Corporation*, Case No. 34-2021-00305106 (Sac. Sup. Ct.); and
- *Webb v. Professional Healthcare At Home, LLC*, Case No. FCS055317 (Solano Sup. Ct.).

20. 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.

21. I am requesting attorneys' fees and costs pursuant to the common fund doctrine as I 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), and *Paul, Johnson, Alston & Hunt v. Grauly*, 886 F.2d 268, 271 (9th Cir. 1989). Plaintiff and our firm have been able to secure an identifiable benefit on behalf of the class and equity counsels that the cost of the representation should be borne equally amongst all class members receiving these benefits. The settlement recovery provides an excellent result and is the product of substantial time and effort in analyzing the facts and law applicable to this case. I agreed to take this case on a contingency basis and as a class action with the possibility that I would not receive any compensation for my time and efforts due to issues regarding the merits and/or certification and have carried that risk over the course of the case. I have reviewed fee arrangements and Court ordered fee awards in similar class cases and I believe that the thirty-five percent (35%) fee request is within the accepted ranges. In my experience with contingency cases in employment law cases, the typical percentage negotiated between parties ranges from thirty-five to forty percent (35% to 40%) in individual litigation. In class action litigation, my experience in my own firm and working with several other firms has been that the typical percentage negotiated between

1 parties and approved by a court ranges from thirty to forty percent (30% to 40%) based on the same
2 factors. I have also reviewed several recent Federal District Court Cases where the Court has approved
3 common fund based fee requests. These cases include *In re Activision Sec. Litigation*, 723 F.Supp.
4 1373, 1379 (N.D. Cal. 1989), *Watson v. Raytheon Company*, USDC Southern District, Case No. 3:10-
5 cv-0063, *Dirienzo v. Dunbar Armored, Inc.*, USDC Southern District, Case No. 3:09-cv-02745, *Green,*
6 *et al. v. Penske Logistics, L.L.C., et al.*, USDC Southern District, Case No. 3:09-cv-00069, *Benitez et*
7 *al. v. Wilbur*, USDC Eastern District, Case No. 1:08-cv-01122, *Chavez et al. v. Petrissans et al.*, USDC
8 Eastern District, Case No. 1:08-cv-00122, and *Willis et al. v. Cal-Western Transport*, USDC Eastern
9 District, Case No. 1:00-cv-05695, which are cited in Plaintiff's Memorandum of Points and
10 Authorities. I believe my request of \$87,500 (approximately 35%) for attorneys' fees is justified given
11 the results obtained on behalf of the class. Moreover, at this time, all costs have been advanced by
12 Class Counsel, who have not received any compensation whatsoever for our time expended in this case.
13 The expected total costs through final approval by Class Counsel are not expected to exceed \$15,000.
14 Filed with this Motion as Exhibit E is a true and correct copy of the costs incurred to date and expected
15 to be incurred through the completion of this case by Shimoda & Rodriguez Law, PC, and Employment
16 Lawyers. Any difference in the actual costs and the maximum amount allocated under the Agreement
17 will be added to the Net Settlement Amount.

18 22. I have used several class action administrator companies in the wage and hour class
19 actions I have resolved in the past and believe ILYM Group, Inc. will provide the best service to
20 administer the proposed class settlement. ILYM Group, Inc. has provided a quote for the estimated
21 maximum cost of administering the class settlement of approximately \$7,350. A true and correct copy
22 of a cost estimate provided by ILYM Group, Inc. is filed with this Motion as Exhibit D. This is only an
23 estimate, and final pricing may vary depending on the issues, if any, that arise during the administration
24 of the settlement. However, the difference between the actual, lesser costs and \$10,000, if any, will be
25 paid to the Participating Class Members on a pro rata basis.

26 23. A copy of the Agreement and the entire Motion was submitted to the LWDA for review
27 at the same time the Motion was submitted to the Court pursuant to California Labor Code section
28 2699(l)(2). A true and correct copy of documents demonstrating the settlement documents were

provided to the LWDA and that the LWDA has confirmed receipt are being filed with this Motion as Exhibit G.

24. A true and correct copy of the proposed Notice of Settlement is being filed with this Motion as Exhibit F. The Notice of Settlement will direct Class Members to the Court's public access web portal and provide instructions on how to search for the case to find electronic copies of all filed documents in this case and other pertinent case information found on the Court's public access web portal. I believe utilizing the public access web portal is a superior method for online/electronic notice to Class Members for several reasons. First, the case information and relevant settlement documents will remain available for much longer on the public access web portal than on an administrator's website. Generally, case web pages created by administrators are taken down shortly after any compliance hearing whereas the case information on the public access web portal will remain available for several years after any compliance hearing. Second, there are no added costs to Class Members in utilizing the public access web portal. To the extent a Class Member has the means to access an administrator web page (*e.g.* phone/computer & internet service), they will also be able to access the public access web portal. There is no charge on the public access web portal for searches utilizing case numbers and the Notice of Settlement will provide instructions for searching by case number. Third, utilizing the public access web portal will result in fewer costs associated with settlement administration, resulting in more funds to distribute to Class Members. Fourth, utilizing the public access web portal will give Class Members a greater ability to keep apprised of the case status heading into any final approval hearing(s) and/or compliance hearing(s). Finally, it will also help in effectuating notice of final judgment to Class Members. To the extent final approval is granted, we will file a notice of entry of judgement. For the reasons already stated above, the ease of access and longevity of records on the public access web portal will make it easier for Class Members to obtain and review the notice of judgment well into the future.

25. The designated *cy pres* beneficiaries in this case are Capital Pro Bono, Inc. ("CPB") and The Center For Workers Rights ("CFWR"). Only those funds that remain from uncashed settlement checks will be sent to the *cy pres* beneficiaries pursuant to section 5.6 of the Agreement.

1 26. CPB is a 501(c)(3) nonprofit in good standing with the State of California that was
2 established in 1981 and incorporated in 1986 to provide free civil legal services to the indigent,
3 primarily through the use of volunteer attorneys. The formal service area includes Sacramento, Yolo,
4 San Joaquin, El Dorado and Placer counties, however it also regularly provides assistance, whether in
5 person or by phone, to individuals residing outside those counties, including Solano, Nevada, Merced,
6 Sutter, Yuba, and Stanislaus counties. CPB changed its name in 2020 from Voluntary Legal Services
7 Program of Northern California (“VLSP”) to Capital Pro Bono, Inc. CPB has been the recipient of *cy*
8 *pres* funds from several jurisdictions in the State of California, including from Sacramento County
9 Superior Court.

10 27. If CPB is approved as a *cy pres* beneficiary, any funds received will be dedicated to the
11 Employment Law Clinic and Advice Line project, which assists the indigent with legal matters related to
12 their current or former employment. This assistance regularly includes, but is not limited to, free legal
13 advice regarding claims for unpaid wages, failure to provide meal and rest periods, failure to pay
14 reimbursement, and waiting time penalty claims. CPB provides legal advice, assistance with legal
15 forms, and direct representation in administrative hearings, including administrative hearings in front of
16 the California Labor Commissioner for unpaid wages. CPB has a staff attorney and clinic coordinator
17 who provide assistance, along with experienced employment law attorney volunteers. These services
18 have been a focus of the Employment Law Clinic and Advice Line project since its inception with VLSP
19 and continuing through today under CPB.

20 28. CFWR is also a qualified *cy pres* designee in class actions, under section 384, as it is a
21 501(c)(3) nonprofit in good standing with the State of California providing free civil legal services to the
22 indigent. Since its inception in 2014 and in partnership with Legal Aid at Work, the CFWR offers one-
23 on-one legal consultations for low-wage workers. The CFWR discusses employment issues with
24 workers and advises them as to the available legal remedies. In addition to individual counseling on
25 employment issues, the CFWR educates workers, unions, and community members about workplace
26 laws and remedies through “Know-Your-Rights” trainings conducted by the CFWR staff and volunteers.

27 29. The CFWR provides limited representation for low-wage workers in wage claims before
28 the California Labor Commissioner. The CFWR has provided services to low-wage workers in a variety

1 of industries across the entire state of California. CFWR primarily focuses on the enforcement of basic
2 workplace protections, including claims for unpaid wages, minimum wage violations, failure to pay
3 overtime, failure to pay reimbursement, waiting time penalties, and meal and rest period violations. The
4 CFWR helps workers navigate the wage claim process before the California Labor Commissioner
5 through advice given at its legal consultation clinics and/or, in some cases, through representing workers
6 in these claims. If the CFWR is approved as a *cy pres* beneficiary, the funds received will be dedicated
7 towards assisting low-wage workers with wage claims and enforcing the California Labor Code with
8 respect to those wage claims.

9 30. I believe the services provided by CPB and the CFWR promote the law consistent with
10 the objective of wage and hour class actions in general and in this case specifically.

11 31. I have spoken with every other attorney at my firm to determine whether they have any
12 relationship with either of the proposed *cy pres* beneficiaries.

13 32. I have volunteered for both organizations numerous times over the past several years,
14 either directly in the advice clinics or by presenting seminars on wage and hour laws for law students
15 seeking to also volunteer at advice clinics. I have also volunteered by sitting on CPB's advisory
16 committee. These organizations are non-profits that assist low-income workers throughout California,
17 giving free legal advice regarding employment law issues and representing employees with wage claims
18 before the California Labor Commissioner. I have witnessed firsthand the quality service and attention
19 these entities provide to individuals in need of employment law advice and representation at the
20 California Labor Commissioner.

21 33. Brittany V. Berzin has never done any work, volunteer or otherwise, with CPB. During
22 law school, Ms. Berzin was a student volunteer for the CFWR for two summers. Since graduating law
23 school, she has volunteered for the CFWR approximately one to two times per year, assisting in the
24 advice clinic. Recently, Ms. Berzin volunteered to be on the Board of Directors and is currently the
25 Chair, which is an unpaid position. As Chair, Ms. Berzin is one of seven Board Members, who are all
26 from different law firms and/or local public and private organizations. No compensation or benefits,
27 monetary or otherwise, are provided to any Board Member or organization a Board Member is
28 associated with. The Executive Director of the CFWR supervises, directs, and controls the day-to-day

1 operations of the CFWR, not Ms. Berzin or the Board of Directors. As Chair, Ms. Berzin's additional
2 duties include scheduling meetings, drafting meeting agendas and presiding over meetings.

3 Furthermore, CFWR has not, and does not, provide any referrals to Shimoda & Rodriguez Law, P.C.

4 34. Galen T. Shimoda has volunteered for both organizations on and off over the past several
5 years through either presenting wage and hour seminars to law students who staff the free advice clinics
6 or helping at the advice clinics themselves. However, Mr. Shimoda has not performed any volunteer
7 work with either organization since approximately March 2020. Mr. Shimoda has never received
8 payment or compensation of any kind in connection with any work he's done with either of the proposed
9 *cy pres* beneficiaries. Renald Konini has never done any work, volunteer or otherwise with Capital Pro
10 Bono, Inc. or the Center For Workers' Rights. Neither my firm, myself, Mr. Konini, Ms. Berzin, nor Mr.
11 Shimoda have ever received any compensation, direct or indirect, for designating CFWR or CPB as *cy*
12 *pres* beneficiaries or in connection with any of the volunteer work we have done with the organizations.

13 35. Our firm has entered into a joint prosecution and fee sharing agreement with the law firm
14 Employment Lawyers wherein 85% of any fee award will be distributed to Shimoda & Rodriguez Law,
15 PC, and 15% of any fee award will be distributed to Employment Lawyers. The joint prosecution and
16 fee sharing agreement has been disclosed to Plaintiffs who have provided their written consent.

17 I declare under penalty of perjury under the laws of the State of California that the foregoing is
18 true and correct. Executed on January 15, 2025, in Sacramento, California.

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21 Justin P. Rodriguez
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28

1 Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
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7 Attorneys for Plaintiffs KATLIN LIONAKIS
individually and on behalf of similarly situated employees
8
9

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

12 KATLIN LIONAKIS, individually and on
13 behalf of all other similarly situated
14 employees,

15 Plaintiffs,

16 vs.

17 LANGETWINS WINE COMPANY, INC., a
18 California Corporation; MARISSA LANGE,
an individual; and DOES 1 to 100, inclusive,
19 Defendants.

Case No. STK-CV-UOE-2023-13130

*Assigned for All Purposes to Hon. Blanca Banuelos
Department 10B*

CLASS ACTION

**DECLARATION OF LEONARD EMMA IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date:

Time: 9:00 a.m.

Dept.: 10B

Judge: Hon. Blanca Banuelos

Filed: December 6, 2023

Trial Date: None Set

1 I, Leonard Emma, 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 Araceli Sagrero-Razo (“Plaintiff Sagrero-Razo”) in the related
4 case also filed in San Joaquin County Superior Court, Case No. STK-CV-UOE-2024-1676. I am
5 making this declaration on behalf of Plaintiff Sagrero-Razo, the putative class members, and in support
6 of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”). I
7 have personal knowledge of the matters set forth herein, and, if called as a witness, could competently
8 testify thereto.

9 2. I am familiar with California law governing wages, reimbursement, and other
10 entitlements owed to employees, including, but not limited to, the relevant statutes at issue in this case.

11 3. I have considerable experience with this type of litigation. I have been practicing in
12 California for over 20 years and have served as class counsel in dozens of wage and hour class action
13 matters during this time. Some of these matters include the following:

- 14 • *Brewer v. General Nutrition Corporation*, 11-CV-03587-YGR (United States District
15 Court, N.D. Cal.). Wage and hour class action on behalf of non-exempt sales associates
16 and assistant managers alleging various wage and hour violations. The Court approved a
17 class settlement.
- 18 • *Martinez v. Occidental Petroleum*, S1500CV282523 (Kern Superior Court). Class action
19 on behalf of non-exempt plant employees alleging unpaid wages for off-the-clock work,
20 meal and rest breaks, and derivative claims. The Court approved a class settlement.
- 21 • *Dillard v. Fidelity*, MSC18-00394 (Contra Costa Superior Court). Class action on behalf
22 of non-exempt customer service representatives alleging wage and hour violations based
23 on regular rate miscalculation. The Court approved a class settlement.
- 24 • *Sampino v. Versace*, 16-CV-07198 (United States District Court, N.D. Cal.). Wage and
25 hour class action on behalf of non-exempt retail store employees alleging various wage and
26 hour violations. The Court approved a class settlement.
- 27 • *James v. Park ‘N’ Fly*, 17-CIV-05465 (San Mateo Superior Court). Class action on
28 behalf of non-exempt employees of off-site airport parking company alleging wage and
hour violations. The Court approved a class settlement.
- *Fernando v. Burroughs*, RG18906875 (Alameda Superior Court). Class action on behalf
of non-exempt field service technicians alleging myriad wage and hour violations. The
Court approved a class settlement.
- *Donald v. Xanitos*, 14-CV-05416 (United States District Court, N.D. Cal.). Wage and hour
class action alleging that Defendant misclassified its environmental services supervisors as
exempt employees and independent contractors. The Court approved a class settlement.

- 1 • *Amenya v. Henry Industries*, RG15754205 (Alameda Superior Court). Class action on
2 behalf of drivers classified as independent contractors. Various wage and hour claims were
3 asserted as a result of alleged misclassification. The Court approved a class settlement.
- 4 • *Buck v. Saputo Cheese USA*, VCU 256347 (Tulare Superior Court). Wage and hour class
5 action on behalf of non-exempt plant production employees alleging off-the-clock
6 violations, meal and rest period violations, and derivative claims. The Court approved a
7 class settlement.
- 8 • *Newman v. All-Pro Bail Bonds*, RG16825571 (Alameda Superior Court). Class action on
9 behalf of non-exempt bail agents alleging wage and hour violations. The Court approved
10 a class settlement.
- 11 • *Carranza v. Arctic Glacier USA*, RG13692993 (Alameda Superior Court). Wage and hour
12 class action on behalf of drivers and other non-exempt hourly employees alleging off-the-
13 clock, meal period, rest period and derivative violations. The Court approved a class
14 settlement.
- 15 • *Dilliehunt v. Togos*, RG14750133 (Alameda Superior Court). Wage and hour class action
16 on behalf of store employees alleging off-the-clock violations, meal and rest period
17 violations, and derivative claims. The Court approved a class settlement.
- 18 • *Villanueva v. Morpho Detection*, 13-CV-05390-HSG (United States District Court, N.D.
19 Cal.). Wage and hour class action on behalf of service technicians alleging off-the-clock,
20 missed meal/rest periods, and related violations. The Court approved a class settlement.
- 21 • *Kellenbenz v. Seton Medical Center*, CIV514600 (San Mateo Superior Court). Class action
22 on behalf of registered nurses alleging failure to pay for all hours worked, missed meal/rest
23 periods, and other wage and hour violations. The Court approved a class settlement.
- 24 • *Yoquelet v. Lindamood-Bell Learning Processes*, RG09460465 (Alameda Superior Court).
25 Wage and hour class action on behalf of instructors alleging off-the-clock and rest period
26 violations. The Court approved a class settlement.
- 27 • *Tinio v. Seton Medical Center*, CIV508557 (San Mateo Superior Court). Class action on
28 behalf of certified nurse assistants and unit coordinators alleging failure to pay for all hours
worked, missed meal/rest periods, and other wage and hour violations. The Court approved
a class settlement.
- *Davison v. Academy of Art*, CGC-10-497727 (San Francisco Superior Court). Wage and
hour class action alleging that Defendant misclassified its directed study advisors as exempt
employees and independent contractors. The Court approved a class settlement.
- *Garcia v. Hoffman Southwest*, 37-2010-00094333-CU-OE-CTL (San Diego Superior
Court). Wage and hour class action on behalf of service technicians. The Court approved a
class settlement.
- *Robinson v. Nestle*, 30-2011-00463094-CU-OE-CXC (Orange County Superior Court).
Wage and hour class action on behalf of route sales representatives. The Court approved a
class settlement.
- *Lewis v. NAVCO*, RG09480367 (Alameda County Superior Court). Wage and hour class
action on behalf of field service employees. The Court approved a class settlement.
- *McClellan v. SFN Group*, C10-05972 SBA (United States District Court, N.D. Cal.). Wage
and hour class action on behalf of recruiters alleging unpaid overtime based on

misclassification as exempt employees. The Court approved a class settlement.

- *Nettles v. Pitney Bowes*, RG08397421 (Alameda County Superior Court). Wage and hour class action on behalf of field service technicians alleging unpaid overtime, missed meal and rest breaks and related claims. The Court approved a class settlement.
- *Flores v. Zales*, CV-00539-TEH (United States District Court, N.D. Cal.). Class action on behalf of retail store managers classified by Defendant as exempt. Lawsuit alleged unpaid overtime, missed meal and rest breaks and related wage and hour claims. The Court approved a class settlement.
- *Stymest v. Bill Howe Plumbing*, 37-2007-00069216-CU-OE-CTL (San Diego County Superior Court). Wage and hour class action on behalf of service technicians alleging unpaid overtime, missed meal and rest breaks and related claims. The Court approved a class settlement.
- *Harris v. Kiddie Kands*, C-08-0852-PJH-MEJ (United States District Court, N.D. Cal.). Class action on behalf of retail store managers classified by Defendant as exempt. Lawsuit alleged unpaid overtime, missed meal and rest breaks and related wage and hour claims. The Court approved a class settlement.
- *Ita v. Roto-Rooter*, CIV 462474 (San Mateo County Superior Court). Wage and hour class action on behalf of service technicians alleging unpaid overtime, missed meal and rest breaks and related claims. The Court approved a class settlement.
- *Tomerlin v. Berkeley Towing*, RG08421484 (Alameda County Superior Court). Wage and hour class action on behalf of tow truck drivers alleging unpaid overtime, missed meal and rest breaks and related claims. The Court approved a class settlement.
- *Perkins v. Exclusive Wireless*, 17CECG04108 (Fresno Superior Court). Class action on behalf of exempt and non-exempt employees of T-Mobile retailer alleging wage and hour violations. The Court approved a class settlement.
- *Nam v. Flexport*, CGC-18-565169 (San Francisco Superior Court). Class action on behalf of operations associates at technology company alleging exempt misclassification and derivative wage and hour violations. The Court approved a class settlement.
- *Derain Clark v. American Residential Services, LLC* (2009) 175 Cal.App.4th 785. Successfully appealed trial court's approval of class action settlement on behalf of objectors.

4. I have conducted discovery and investigation of the facts and law at issue in this matter. Such discovery and investigation have included, *inter alia*: (1) propounding written discovery (including form interrogatories – employment law to Defendant, form interrogatories – general to Defendant, extensive special interrogatories to Defendant, and extensive document requests to Defendant); (2) interviewing Plaintiff and putative class members; and (3) legal research into the merits and certifiability of Plaintiff's claims.

5. I have reviewed the Declaration of Justin P. Rodriguez and agree with his statements regarding the case history and the assessment of the value of each of the Plaintiffs' claims. The Parties

1 have agreed to filing a First Amended Complaint in this matter to effectively consolidate Plaintiff
2 Sagrero-Razo's claims into the Lionakis lawsuit.

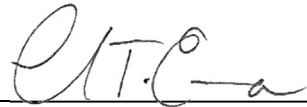
3 6. Based on the evidence and likely testimony in this case, I believe the settlement before
4 the Court for approval represents a fair and reasonable compromise based on the realistic potential
5 recovery and is within the "ballpark" of a fair, reasonable, and adequate settlement of the wage and hour
6 class action and Private Attorneys General Act claims alleged in this case.

7 7. A true and correct copy of my firms itemized costs incurred to date is included in Exhibit
8 D being filed with the Motion.

9 8. I have spoken with every other attorney at my firm to determine whether they have any
10 relationship with either of the proposed *cy pres* beneficiaries. No attorneys in my firm have any
11 relationship with Capital Pro Bono, Inc., or the Center for Workers Rights.

12 I declare under penalty of perjury under the laws of the State of California that the foregoing is
13 true and correct. Executed on January 8, 2025 in Oakland, California.

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Leonard Emma

Galen T. Shimoda (Cal. State Bar No. 226752)
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Attorneys for Plaintiff KATLIN LIONAKIS
 individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

KATLIN LIONAKIS, individually and on
 behalf of all other similarly situated
 employees,

Plaintiffs,

vs.

LANGETWINS WINE COMPANY, INC., a
 California Corporation; MARISSA LANGE,
 an individual; and DOES 1 to 100, inclusive,

Defendants.

Case No. STK-CV-UOE-2023-13130

*Assigned for All Purposes to Hon. Blanca Banuelos
 Department 10B*

CLASS ACTION

**DECLARATION OF ARACELI SAGRERO-
 RAZO IN SUPPORT OF PLAINTIFF'S MOTION
 FOR PRELIMINARY APPROVAL OF CLASS
 ACTION AND PAGA SETTLEMENT**

Date:
 Time:
 Dept.: 10B
 Judge: Hon. Blanca Banuelos

Filed: December 6, 2023
 Trial Date: None Set

1 I, Araceli Sagrero-Razo, 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, and in support of Plaintiff's Motion for
4 Preliminary Approval of Class Action and PAGA Settlement.

5 2. I worked for Defendants LangeTwins Wine Company, Inc., and Marissa Lange
6 ("Defendants") from approximately August 2022 to April 2024 as a non-exempt employee. I was
7 subject to all of Defendants' policies and practices that have been alleged as unlawful in the Complaint
8 and the notice sent to the Labor and Workforce Development Agency ("LWDA"), including the
9 following: failure to pay overtime, failure to pay minimum wages, failure to pay for all hours worked,
10 failure to provide accurate wage statements, failure to timely pay final wages, failure to provide meal
11 and rest periods or pay premiums in lieu thereof, failure to pay reimbursement for expenses, failure to
12 maintain accurate records, untimely payment of wages, failure to pay sick leave, and violation of Labor
13 Code section 558.

14 3. I have actively participated in the litigating the claims against Defendants for the benefit
15 of all Class Members, including, among other things, doing the following:

- 16 • Interviewing and selecting competent Class Counsel;
 - 17 • Participating in numerous telephone conferences and video conferences with Class
18 Counsel to provide information and assist with the lawsuit;
 - 19 • Providing documents to Class Counsel relevant to the claims at issue in this lawsuit;
 - 20 • Providing statements of factual details to assist Class Counsel in understanding the nature
21 of the Class's claims and to assist Class Counsel in assessing potential damages;
 - 22 • Reviewing Defendant's documents with Class Counsel to assist Class Counsel in
23 understanding how Defendant operates its business;
 - 24 • Putting Class Counsel in touch with other Class Members and witnesses;
 - 25 • Following up with Class Counsel on a regular basis to check in regarding the status of the
26 case; and
 - 27 • Responding to Class Counsel's inquiries.
- 28

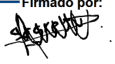
4. I have reviewed the final Joint Stipulation of Class Action and PAGA Settlement and Release, discussed the terms with my attorney, and asked my attorney any questions I had. I believe the terms of the Settlement and allocations are fair and reasonable given the facts of the case.

5. I believe awarding the full Enhancement Payment is warranted given the time I have spent on the case, the benefit secured for Class Members and the LWDA, my waiver of claims beyond the more limited release Class Members are subject to, and the risks and burdens I have experienced as a result of this litigation.

6. 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.

7. I have no interest in the designated *cy pres* 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 January 6, 2025 in Acampo, California.

Firmado por:

 B8FC743A72B14EA...
 Araceli Sagrero-Razo

1 Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
2 Renald Konini (Cal. State Bar No. 312080)
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7 Attorneys for Plaintiff KATLIN LIONAKIS
8 individually and on behalf of similarly situated employees
9

10 **SUPERIOR COURT OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN JOAQUIN**
12

13 KATLIN LIONAKIS, individually and on
14 behalf of all other similarly situated
employees,

15 Plaintiffs,

16 vs.
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18 LANGETWINS WINE COMPANY, INC., a
California Corporation; MARISSA LANGE,
19 an individual; and DOES 1 to 100, inclusive,

20 Defendants.
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23
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Case No. STK-CV-UOE-2023-13130

*Assigned for All Purposes to Hon. Blanca Banuelos
Department 10B*

CLASS ACTION

**DECLARATION OF KATLIN LIONAKIS IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date:

Time: 9:00 a.m.

Dept.: 10B

Judge: Hon. Blanca Banuelos

Filed: December 6, 2023

Trial Date: None Set

1 I, Katlin Lionakis, 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 Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

5 2. I worked for Defendants LangeTwins Wine Company, Inc., and Marissa Lange
6 ("Defendants") from approximately September 2021 to October 2022, as a non-exempt employee. I was
7 subject to all of Defendants' policies and practices that have been alleged as unlawful in the Complaint
8 and the notice sent to the Labor and Workforce Development Agency ("LWDA"), including the
9 following: failure to pay overtime, failure to pay minimum wages, failure to pay for all hours worked,
10 failure to provide accurate wage statements, failure to timely pay final wages, failure to provide meal
11 and rest periods or pay premiums in lieu thereof, failure to pay reimbursement for expenses, failure to
12 maintain accurate records, untimely payment of wages, failure to pay sick leave, and violation of Labor
13 Code section 558.

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. I began working with Shimoda &
22 Rodriguez Law, PC, to investigate the claims on April 2023, discussing the facts of the case, showing
23 and explaining the context behind the documents I had to support the claims, and discussing potential
24 witnesses to corroborate the information I was providing.

25 4. My attorneys explained to me the risks and benefits of bringing a class action and a claim
26 under the Private Attorneys General Act ("PAGA"). I understood that pursuing the case as a class and
27 PAGA action meant that it would take substantially longer than pursuing my claims individually,
28 whether in Court or with the California Labor Commissioner, and that I risked getting nothing in the

1 end, but I believed it was important to make sure that Defendants followed the law for everyone. I
2 undertook a professional and financial risk in pursuing the case as a class and PAGA action because my
3 name would be on a publicly available document showing that I had sued a former employer and, if
4 unsuccessful in bringing the claims, I would be obligated to pay Defendants' costs incurred over the
5 course of this complex litigation. My understanding is that this is a substantial risk because the costs
6 associated with litigation, in general, are very high and this cost is multiplied many times over in
7 complex litigation like class actions.

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

14 6. The work I performed for this case included an extensive review of documents and
15 payroll practices to show and explain to my attorneys what was happening and why I thought it was
16 unlawful. For example, I explained to my attorneys my job duties and responsibilities, the type of tasks
17 and work performed in a typical day and any circumstances that would cause relevant differences to my
18 daily work that affected the class claims. We reviewed payroll and personnel file documents to see
19 whether and how any of the documents corroborated the validity of the claims and listed potential
20 witnesses related to any issues raised by the documents. Additionally, I discussed the bonus
21 compensation policies, and the circumstances under which they would be earned. This was very
22 important because it was directly related to our regular rate claims of calculating overtime wages, meal
23 and rest period premiums, and paid sick leave. This helped not only with the overtime wages, meal and
24 rest period premiums, and paid sick leave claims but also claims related to waiting time penalties and
25 failure to provide accurate wage statements. This addressed all the claims alleged and we continued to
26 discuss and review these items throughout the case as more information was provided by Defendants.
27 The review became even more detailed when reviewing and discussing the payroll data sample that was
28 produced as part of informal discovery for mediation. I also spent a substantial amount of time working

1 to identify potential witnesses and speaking to others who could be interviewed by my attorneys and
2 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 have spent a substantial amount of time assisting my attorneys in litigating this
13 case. I expect that the amount of time I spend on this case will increase if preliminary approval is
14 granted because Class Members will likely reach out to me about the Settlement, the Notice of
15 Settlement, and the process for receiving payment.

16 9. I have not received any benefits as a result of filing this lawsuit. However, I believe I
17 have experienced several substantial burdens as a result of filing this lawsuit that other Class Members
18 were not subject to. As noted above, I took on the professional risk of lengthening my unemployment
19 after working for Defendants because future employers were able to see, from publicly available
20 documents, that I sued my former employer. Additionally, I undertook the risk of having to pay
21 Defendants' litigation costs if the Court or jury ruled against us on the claims. I have spent a substantial
22 amount of time in this case, securing a monetary benefit for many individuals who have not had to do
23 anything whatsoever to have the opportunity to receive it. After I secured another job, the time I have
24 spent on this case has had to occur during my lunch and/or break times, after hours, and on my days off.
25 Rather than spend this time with friends and family, I have spent this time for the benefit of Class
26 Members. Finally, as part of the Settlement, I am providing a general release of all individual claims
27 and waiving the protections of California Civil Code section 1542 for unknown claims. No other Class
28 Member is subject to such a broad release. I believe awarding the full Enhancement Payment is

1 warranted given the time I have spent on the case, the benefit secured for Class Members and the
2 LWDA, my general waiver of all claims beyond the more limited release Class Members are subject to,
3 and the risks and burdens I have experienced as a result of this litigation.

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

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

8 I declare under penalty of perjury under the laws of the State of California that the foregoing is
9 true and correct. Executed on 1/14/2025 in Galt, California.

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Katlin Hibbard (Jan 14, 2025 16:22 PST)

13 Katlin Lionakis
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Galen T. Shimoda (Cal. State Bar No. 226752)
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Attorneys for Plaintiff KATLIN LIONAKIS
individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

KATLIN LIONAKIS, individually and on
behalf of all other similarly situated
employees,

Plaintiffs,

vs.

LANGETWINS WINE COMPANY, INC., a
California Corporation; MARISSA LANGE,
an individual; and DOES 1 to 100, inclusive,
Defendants.

Case No. STK-CV-UOE-2023-13130

*Assigned for All Purposes to Hon. Blanca Banuelos
Department 10B*

CLASS ACTION

**EXHIBIT LIST AND EXHIBITS IN SUPPORT
OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date:

Time: 9:00 a.m.

Dept.: 10B

Judge: Hon. Blanca Banuelos

Filed: December 6, 2023

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	ILYM Group, Inc. Bid
E	Plaintiffs' Itemized Costs
F	Proposed Notice of Settlement
G	Proof of Submission of Proposed Settlement Agreement to LWDA
H	Plaintiffs' Proposed First Amended Complaint

Dated: January 15, 2025

Shimoda & Rodriguez Law, PC

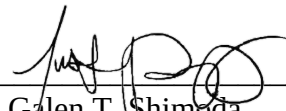
By: 
 Galen T. Shimoda
 Justin P. Rodriguez
 Renald Konini
 Attorneys for Plaintiffs

EXHIBIT A

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Attorneys for Plaintiff KATLIN LIONAKIS individually
and on behalf of similarly situated employees

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Attorneys for LANGETWINS WINE COMPANY, INC.,
and MARISSA LANGE

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

KATLIN LIONAKIS, individually and on
behalf of all other similarly situated employees,

Plaintiffs,

vs.

LANGETWINS WINE COMPANY, INC., a
California Corporation ; MARISSA LANGE,
an individual; and DOES 1 to 100, inclusive,

Defendants.

Case No.: STK-CV-UOE-2023-13130

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

Filed: December 6, 2023

Trial Date: None Set

1 This Joint Stipulation Regarding Class Action and PAGA Settlement and Release is made and
2 entered into between the Plaintiffs Katlin Lionakis and Araceli Sagrero-Razo (“Plaintiffs”), on behalf of
3 herself, the Labor and Workforce Development Agency, Class Members, and Aggrieved Employees, and
4 Defendants LangeTwins Wine Company, Inc., and Marissa Lange, (“Defendants”). This Agreement is
5 subject to the terms and conditions set forth below and the approval of the Court.

6 **1. DEFINITIONS**

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

8 1.1 “Action” means the above stated lawsuit, *Lionakis v. LangeTwins Wine Company, Inc., et*
9 *al.* , San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-13130, filed December 6, 2023.

10 1.2 “Aggrieved Employee(s)” means all non-exempt employees who have, or continue to, work
11 for Defendants in California from June 9, 2022, through July 9, 2024.

12 1.3 “Agreement” or “Settlement” or “Settlement Agreement” means this Joint Stipulation
13 Regarding Class Action and PAGA Settlement and Release.

14 1.4 “Class Counsel” means Galen T. Shimoda, Justin P. Rodriguez, and Renald Konini of
15 Shimoda & Rodriguez Law, PC, and Leonard Emma of Employment Lawyers.

16 1.5 “Class Member(s)” means as all non-exempt employees who have worked, or continue to
17 work, for Defendants in California from August 16, 2019, through July 9, 2024.

18 1.6 “Class Period” means August 16, 2019, through July 9, 2024.

19 1.7 “Class Representatives” means Plaintiffs Katlin Lionakis and Araceli Sagrero-Razo.

20 1.8 “Class Representatives’ Released Claims” means all claims arising from, could have been
21 asserted, or related in any way to the Class Representatives’ employment with Defendants, under federal,
22 state, or local laws, and/or ordinances, or tort or contract theories, whether known or unknown, and whether
23 anticipated or unanticipated, including without limitation statutory, constitutional, contractual or common
24 law claims for lost wages, unpaid wages, emotional distress, punitive damages, special damages, damages,
25 unpaid costs, penalties, liquidated damages, interest, attorneys’ fees, litigation costs, restitution, equitable
26 relief or other similar relief or claims along with a waiver of any rights set forth in California Civil Code
27 section 1542. This release includes a waiver of the protections found in California Civil Code section 1542,
28 which states:

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

5 The Class Representatives' Released Claims exclude claims for workers' compensation,
6 unemployment insurance benefits, or other claims that cannot be released as a matter of law. However,
7 nothing in this Settlement Agreement shall be deemed a release, settlement, or waiver of the claims alleged
8 by Plaintiff Araceli Sagrero-Razo against Defendant LangeTwins Wine Company, Inc., as set forth in State
9 of California Civil Rights Department Case No. 202311-22731021.

10 1.9 "Complaint" means the operative Complaint on file in the Action with the Court. In
11 connection with a motion seeking preliminary approval of the Settlement, the Parties will request leave to
12 file a First Amended Complaint, substantially in the form attached hereto as Exhibit 1, consolidating the
13 allegations, claims, and parties from the Sagrero-Razo Lawsuit into the Action.

14 1.10 "Court" means the San Joaquin County Superior Court.

15 1.11 "Defendants" means LangeTwins Wine Company, Inc., and Marissa Lange.

16 1.12 "Defendants' Counsel" means Jackson Lewis P.C.

17 1.13 "Enhancement Payment" means the amount approved by the Court to be paid to the Class
18 Representatives in recognition of the time and effort expended on behalf of Class Members for the benefit
19 of Class Members, which is in addition to any Individual Settlement Amount paid to the Class
20 Representatives as Participating Class Members.

21 1.14 "Effective Date" means the Final Approval Date unless there is a timely objection lodged
22 that has not later been withdrawn, in which case the Effective Date will be either (a) the 60th calendar day
23 after a signed order approving this settlement has been filed provided no appellate proceeding having been
24 filed; or (b) seventh (7th) calendar day after any appellate proceeding opposing the settlement has been
25 finally dismissed with no material change to the terms of this settlement and there is no right to pursue
26 further remedies or relief, whichever is later.

27 1.15 "Final Approval Date" means the date a signed order granting final approval of this
28 Agreement is filed with the Court.

1.16 "Gross Settlement Amount" is the sum of Two Hundred Fifty Thousand Dollars (\$250,000).

1.17 “Individual Settlement Amount” means an individual Class Member’s and Aggrieved Employee’s allocation of the Net Settlement Amount and PAGA Payment respectively, as defined in Sections 1.19, 1.23, 5.5, and 5.8.

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

1.19 “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 Counsels’ attorneys’ fees and litigation costs, Settlement Administrator Costs, the PAGA Payment, and Enhancement Payments to the Class Representatives.

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

1.21 “Notice Period” means sixty (60) calendar days from the initial mailing of the Notice of Settlement to Class Members and Aggrieved Employees.

1.22 “PAGA” means Private Attorneys General Act.

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

1.24 “PAGA Claim Period” means June 9, 2022, through July 19, 2024.

1.25 “Parties” mean Defendants and Plaintiffs.

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

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

1.28 “QSF” means a Qualified Settlement Fund set up by the Settlement Administrator for the benefit of the Participating Class Members and/or Aggrieved Employees and from which the payments under this Agreement shall be made. Any amounts Defendants have agreed to pay under this Agreement shall remain the property of Defendants until the payments required under the Agreement are made.

1.29 “Qualifying Workweeks” are weeks worked by Class Members and/or Aggrieved Employees during the Class Period and/or PAGA Claim Period, respectively, in California. For Class Members, workweeks shall be defined as the total length of service (in days) in California during the Class

1 Period divided by seven. For Aggrieved Employees workweeks shall be defined as the total length of
2 service (in days) in California during the PAGA Claim Period divided by seven. The calculation of a Class
3 Member's and/or Aggrieved Employee's workweeks and a determination as to whether a Class Member
4 and/or Aggrieved Employee was actively employed in California in a particular workweek shall be
5 construed from Defendants' records.

6 1.30 "Released Class Claims" means any and all claims that are alleged in the Complaint, and
7 any additional wage and hour claims that could have been brought based on the facts alleged in the
8 Complaint, through the Class Period. This release excludes the release of claims not permitted by law.
9 The Released Class Claims exclude claims for workers' compensation or unemployment insurance
10 benefits. This release will cover all Class Members who do not opt out.

11 1.31 "Released PAGA Claims" means any and all claims that were brought under the Private
12 Attorneys General Act, Labor Code §§ 2698 *et seq.*, contained in Plaintiffs' notice letters to the LWDA
13 and any additional wage and hour PAGA claims that could have been brought based on the facts alleged
14 in Plaintiffs' notice letters to the LWDA during the PAGA Claim Period. Aggrieved Employees cannot
15 opt out of this waiver of claims.

16 1.32 "Released Parties" means Defendants, as well as its direct and indirect past, present, and
17 future parent corporation, affiliates, subsidiaries, partners, divisions, predecessors, insurers, reinsurers,
18 professional employment organizations, representatives, successors, and assigns, and their current and
19 former employees, attorneys, officers, owners, members, managers, directors, and agents thereof, both
20 individually and in their business capacities, and their employee benefit plans and programs and their
21 administrators and fiduciaries, both individually and in their business capacities.

22 1.33 "Sagrero-Razo Lawsuit" means the lawsuit entitled *Araceli Sagrero-Razo v. LangeTwins*
23 *Wine Company, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2024-1676, filed
24 February 13, 2024.

25 1.34 "Settlement Administrator" means and refers to ILYM Group, Inc., the third-party entity
26 that will administer the Agreement as outlined in Sections 4 and 7, or any other third-party administrator
27 agreed to by the Parties and approved by the Court for the purposes of administering this Agreement. The
28 Parties each represent that they do not have any financial interest in the Settlement Administrator.

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 Aggrieved Employees; all costs and fees associated with communicating with Class Members and/or Aggrieved Employees, Class Counsel, and Defendants’ 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 On or about June 9, 2023, Plaintiff Katlin Lionakis sent notice to the LWDA to exhaust administrative remedies under the PAGA for (1) Failure to Pay Overtime Wages, (2) Failure to Pay Minimum Wages, (3) Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof, (4) Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof, (5) Failure to Provide Accurate Wage statements, (6) Failure to Pay Final Wages, (7) Failure to Pay Reimbursement for Expenses, (8) Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order), (9) Failure To Maintain Accurate Wage Records, and (10) Failure to Provide Paid Sick Leave. Prior to filing her complaint, Defendants and Plaintiff Katlin Lionakis agreed to holding off on filing a complaint while informal discovery could be conducted into the claims for negotiation and settlement discussion purposes. A tolling agreement was entered into that tolled all claims, individual, PAGA, and class from August 16, 2023, to January 31, 2024. The LWDA did not respond to the notice

1 within the statutorily required time frame and, as such, Plaintiff Katlin Lionakis became authorized to act
2 as a Private Attorneys General on all alleged PAGA claims.

3 2.2 After exhausting administrative remedies, Plaintiff Katlin Lionakis filed a class action
4 Complaint on December 6, 2023 in San Joaquin County Superior Court on behalf of herself, Class
5 Members and Aggrieved Employees alleging claims for (1) Failure to Pay Overtime Wages, (2) Failure to
6 Pay Minimum Wages, (3) Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof, (4) Failure
7 to Provide Rest Periods or Pay Premium in Lieu Thereof, (5) Wage Statement Violations, (6) Failure to
8 Pay Final Wages, (7) Unfair Competition, (8) Failure to Reimburse Expenses, (9) Failure to Timely Pay
9 Wages, (10) Failure to Maintain Accurate Records, and (11) a PAGA cause of action including those
10 PAGA claims alleged in the June 9, 2023, notice. On or about May 15, 2024, Plaintiff sent an amended
11 notice to LWDA, which included an additional claim for Violation of labor Code §§ 204, 210 Untimely
12 Payment of Wages.

13 2.3 On or about November 28, 2023, Plaintiff Araceli Sagrero-Razo sent notice to the LWDA
14 to exhaust administrative remedies under the PAGA for (1) Meal and Rest Period Claims, (2) Overtime
15 and Minimum Wage Claims, (3) Off the Clock Claims, (4) Inaccurate Time Records Claims, (5) Inaccurate
16 Wage Statement Claims, (6) Failure to Reimburse Business Expenses Claims, and (7) Final Wages Claims,
17 citing Labor Code sections 200-205, 210, 216, 223, 225.5, 226, 226.3, 226.7, 500, 510, 512, 558, 1174,
18 1174.5, 1194, 1197, 1198, and 2802. The LWDA did not respond to Plaintiff Araceli Sagrero-Razo's
19 notice within the statutorily required time frame and, as such she became authorized to act as a Private
20 Attorneys General on all alleged PAGA claims.

21 2.4 Plaintiff Araceli Sagrero-Razo filed a class action Complaint on February 13, 2024, in San
22 Joaquin County Superior Court on behalf of herself, Class Members, and Aggrieved Employees alleging
23 claims for (1) Failure to Pay Overtime Wages, (2) Failure to Compensate for All Hours Worked, (3) Failure
24 to Provide Meal Periods, (4) Failure to Provide Rest Periods, (5) Failure to Maintain Accurate Records, (6)
25 Failure to Furnish Compliant Wage and Hour Statements, (7) Failure to Pay Final Wages On Time, (8)
26 Unfair Business Practices, and (9) a PAGA cause of action, including those PAGA claims alleged in the
27 November 28, 2023, notice.

1 2.5 Through informal discovery and in connection with mediation, Defendants and
2 Defendants' Counsel provided copies of all applicable versions of its policies and procedures, employee
3 handbooks, information on Class Members including, but not limited to, Class Members' workweeks, dates
4 of employment, total number of Class Members, their rates of pay, and pay periods as well as timecard
5 data and payroll reports for all Class Members.

6 2.6 On April 15, 2024, Plaintiff Katlin Lionakis and Defendants participated in a lengthy
7 mediation with private mediator Brandon McKelvey, Esq. At the conclusion of the mediation, the Parties
8 were able to come to a resolution resolving all claims. At all times, the settlement negotiations have been
9 non-collusive, adversarial, and at arm's length. Subsequent to the mediation, the Parties were also able to
10 agree on a global resolution incorporating the claims, parties, and allegations of the Sagrero-Razo Lawsuit
11 into the Action for purposes of consolidated review and approval proceedings.

12 2.7 Discussions between counsel for the Parties, document productions, detailed analysis of the
13 records, and extensive legal analysis have permitted each side to assess the relative merits of the claims
14 and the defenses to those claims.

15 2.8 In the Action, Plaintiffs contends that Defendants violated California law by 1) manually
16 adjusting class members' hours worked to shave off hours and deduct time for meal periods that were not
17 taken, resulting in unpaid minimum and overtime wages, 2) requiring class members to work off the clock
18 by, for example, making them clock out before the twelve (12) hour of work regardless of whether they
19 continued to perform work, 3) failing to correctly calculate class members' regular rates of pay for overtime
20 premiums, meal and rest premiums, and sick pay when nondiscretionary bonuses were earned, 4) failing
21 to provide legally compliant meal periods due to understaffing that resulted in late meal periods, short meal
22 periods, and requiring class members to clock out for lunches they did not receive, 5) failing to provide all
23 rest periods, 6) failing to reimburse necessary expenses for work, such as personal cellphone use, and 7)
24 failing to provide adequate sick leave accrual rates. Defendants have denied each of Plaintiffs' claims and
25 Defendants have denied that this Action is appropriate for class certification for anything other than
26 settlement purposes. The agreed upon Gross Settlement Amount was reached after evaluating the Parties'
27 theories of potential exposure for the underlying claims and the class data supporting these claims. The
28

1 Parties also assessed appropriate discounts to the potential liability based on Defendants' factual and legal
2 contentions and defenses.

3 2.9 The Parties agree that the above-described investigation and evaluation, as well as discovery
4 and the information exchanged to date, are more than sufficient to assess the merits of the respective
5 Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiffs, Class Counsel,
6 Defendants, and Defendants' Counsel have concluded that it is desirable that the Action be settled in a
7 manner and upon such terms and conditions set forth herein in order to avoid further expense,
8 inconvenience and distraction of further legal proceedings, and the risk of an adverse outcome each of the
9 Parties potentially face in the Action. Therefore, the Parties desire to resolve the claims in the Action.
10 Plaintiffs, Class Counsel, Defendants, and Defendants' Counsel are of the opinion that the Agreement for
11 the consideration and terms set forth herein is fair, reasonable, and adequate in light of all known facts and
12 circumstances.

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

14 3.1 This Agreement and all associated exhibits or attachments are made for the sole purpose of
15 settling the Action. This Agreement and the settlement it evidences are made in compromise of disputed
16 claims. Because the Action was pled as a class action, this Agreement must receive preliminary and final
17 approval by the Court. Accordingly, the Parties enter into this Agreement and associated settlement on a
18 conditional basis. If the Effective Date does not occur, or if the Court's approval of the settlement is
19 reversed or materially modified on appellate review, this Agreement shall be deemed null and void; it shall
20 be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and
21 the negotiation, terms and entry of the Agreement shall remain subject to the provisions of California
22 Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of
23 evidence that may be applicable.

24 3.2 Defendants have denied all claims as to liability, damages, liquidated damages, penalties,
25 interest, fees, restitution, injunctive relief and all other forms of relief asserted in the Action. Defendants
26 have agreed to resolve the Action via this Agreement, but to the extent this Agreement is deemed void or
27 the Effective Date does not occur, Defendants do not waive, but rather expressly reserve, all rights to
28 challenge all such claims and allegations in the Action upon all procedural and factual grounds, including,

without limitation, the ability to challenge class or collective treatment on any grounds, as well as to assert any and all other potential defenses or privileges.

4. SCOPE OF THE CLASS

4.1 The scope of the class of individuals encompassed under the Agreement and subject to all obligations and duties required under the Agreement, shall include all Class Members as defined in Section 1.5 and all Aggrieved Employees as defined in Section 1.2. However, it shall not include any Class Members who submit valid and timely requests to opt-out of the Agreement and settlement, as set forth in Section 7.5.1.

4.2 Only Participating Class Members and Aggrieved Employees are entitled to recover under this Agreement.

4.3 Any person who believes that he or she is a Class Member or Aggrieved Employee and wishes to participate in the Agreement, but did not receive a Notice of Settlement because his or her name did not appear on the class list provided to the Settlement Administrator prior to mailing, may submit a data request to the Settlement Administrator. The data request must contain all of the following information: (a) the full name and, if applicable, Social Security Number of the individual making the request; (b) the name used by such employee as of the time his or her employment with Defendants ended; (c) the individual's dates of employment with Defendants; and (d) a return address to which a response may be sent. Every data request must be postmarked on or before the conclusion of the Notice Period or otherwise submitted to the Settlement Administrator such that it is received before the conclusion of the Notice Period. Upon receipt of any data requests, the Settlement Administrator shall promptly (in no event more than two business days) transmit the data requests to Defendants' Counsel and request that Defendants review their records.

4.4 If Defendants agree that the person listed in a data request is a Class Member and/or Aggrieved Employee, the Settlement Administrator shall promptly mail a Notice of Settlement to the person who submitted the data request, at the address designated for that purpose in the data request. All provisions of this Agreement relating to the Notice of Settlement shall apply to Notice of Settlements sent in response to data requests, and any person who submits a data request and is sent a Notice of Settlement

in response shall be treated by the Settlement Administrator as a Class Member and/or Aggrieved Employee for all other purposes.

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

5. TERMS OF THE SETTLEMENT

The Parties agree as follows:

5.1 Gross Settlement Amount: In consideration and exchange for the releases described in Section 6, Defendants shall pay the Gross Settlement Amount (\$250,000). Funding of the Gross Settlement Amount shall occur within 21 calendar days after the Effective Date to be held in trust in a QSF by the Settlement Administrator. The Gross Settlement Amount includes payments to Participating Class Members, Aggrieved Employees, all attorneys' fees, costs and litigation expenses related to the Action incurred to date, as well as all such fees and costs incurred in documenting the Agreement, administering the Agreement (including Settlement Administrator Costs), and obtaining final approval of the Agreement, the Enhancement Payments to the Class Representatives, and the PAGA Payment. Any monies necessary to satisfy Defendants' tax obligations (*e.g.* employer FICA, FUTA and SDI contributions on wage payments) on any monies distributed to Participating Class Members will be paid in addition to the Gross Settlement Amount.

5.2 Attorneys' Fees and Costs: Class Counsel will apply to the Court for attorney's fees of 35% of the Gross Settlement Amount, which shall be paid from the Gross Settlement Amount. Defendants have

1 agreed to not oppose Class Counsel's application for attorneys' fees so long as it does not exceed the 35%
2 threshold. Class Counsel will also be entitled to reimbursement for advanced litigation expenses not to
3 exceed \$15,000, which shall be paid from the Gross Settlement Amount. Defendants have agreed to not
4 oppose Class Counsel's request for reimbursement for advanced litigation expenses so long as they do not
5 exceed the \$15,000 threshold. The Settlement Administrator will issue Class Counsel an IRS Form 1099
6 for the attorneys' fees and costs paid under this Agreement. In the event that the Court awards less than
7 the requested attorney's fees and/or costs, the portion of the requested amounts not awarded to Class
8 Counsel shall be added to the Net Settlement Amount to be distributed to Participating Class Members on
9 a pro rata basis.

10 5.3 Settlement Administrator Costs: The Settlement Administrator Costs shall be paid from the
11 Gross Settlement Amount and shall not exceed \$10,000. The difference between any actual costs and the
12 allocated \$10,000 shall be added to the Net Settlement Amount to be distributed to Participating Class
13 Members on a pro rata basis.

14 5.4 Enhancement Payment: Class Counsel, on behalf of Plaintiffs, shall apply to the Court for
15 an Enhancement Payment to the Class Representatives in an amount not to exceed Ten Thousand Dollars
16 (\$10,000) each to compensate for the risks, time, and expense of her involvement in the Action and securing
17 the benefits of this Agreement for Class Members. The Enhancement Payment is in addition to the
18 Individual Settlement Amount Plaintiffs would otherwise be due under the Agreement as a Participating
19 Class Member. Defendants have agreed to not oppose Class Counsel's request for an Enhancement
20 Payment to Plaintiffs so long as it does not exceed the amount stated herein. The Enhancement Payment
21 will be designated as a non-wage payment and reported on an IRS Form 1099-MISC. In the event that the
22 Court awards less than the Enhancement Payment amount requested, then any portion of the requested
23 amount not awarded to the Class Representatives shall be added to the Net Settlement Amount to be
24 distributed to Participating Class Members on a pro rata basis.

25 5.5 PAGA Payment: Twenty Five Thousand (\$25,000) of the Gross Settlement Amount shall
26 be allocated to resolving claims under the PAGA. Seventy-Five percent (75%) of the PAGA Payment will
27 be paid to the LWDA and Twenty-Five percent (25%) will be paid to Aggrieved Employees on a pro rata
28 basis as described below in Section 5.8. Any amount not approved by the Court for the allocated PAGA

Payment shall be added to the Net Settlement Amount to be distributed to Participating Class Members on a pro rata basis.

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

5.7 No Additional Benefits Contributions: All Individual Settlement Amounts paid to Participating Class Members and Aggrieved Employees shall be deemed to be income solely in the year in which such amounts were actually received. It is expressly understood and agreed that the receipt of such Individual Settlement Amounts will not entitle any Participating Class Member or Aggrieved Employee to any new or additional compensation or benefits under any company bonus or other compensation or benefit plan or agreement in place during the period covered by the Agreement, nor will it entitle any Participating Class Member Aggrieved Employee to any increased retirement, 401(k) and/or 403(b) benefits or matching benefits, or deferred compensation benefits. It is the intent of this Agreement that the Individual Settlement Amounts provided for in this Agreement are the sole payments to be made by Defendants to the Participating Class Members and Aggrieved Employees in connection with this Agreement (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Agreement).

5.8 Pro Rata Distribution Formula: Payment to Participating Class Members and Aggrieved Employees of their Individual Settlement Amount will not require the submission of a claim form. A Net Settlement Amount will be determined by subtracting from the Gross Settlement Amount any amounts for approved attorneys' fees and costs, any Enhancement Payment to the Class Representatives, the Settlement Administrator Costs, and the PAGA Payment. Each Class Member's share will be initially determined by dividing their total Qualifying Workweeks within the Class Period by the total Qualifying Workweeks of all Class Members. 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. Total weeks worked will be determined based on the total number of pay periods in which Class Members and/or Aggrieved Employees received

1 a paycheck multiplied by 2. Any funds allocated to Class Members under this formula who timely opt out
2 of the Settlement will be redistributed to Participating Class Members on a pro rata basis, *i.e.* each
3 Participating Class Member's share will be determined by dividing their total Qualifying Workweeks
4 within the Class Period by the total Qualifying Workweeks of all Participating Class Members and that
5 fraction will then be multiplied by the Net Settlement Amount to arrive at the Participating Class Member's
6 individual share of the Net Settlement Amount. Each Aggrieved Employee's share of the 25% portion of
7 the PAGA Payment will be determined by dividing their total Qualifying Workweeks within the PAGA
8 Claim Period by the total Qualifying Workweeks by all Aggrieved Employees within the PAGA Claim
9 Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the
10 Aggrieved Employee's individual share.

11 5.9 Tax Allocation: The Parties recognize that the Individual Settlement Amounts to be paid to
12 Participating Class Members and/or Aggrieved Employees reflect a settlement of a dispute over claimed
13 penalties and wages. The Settlement Administrator shall calculate the employer's share of payroll taxes
14 on the amounts paid to Participating Class Members as wages as well as calculating all required
15 withholdings and deductions from said wage payments. The characterization of Individual Settlement
16 Amounts to Participating Class Members and Aggrieved Employees are as follows:

17 5.9.1 One Third (1/3) of each Participating Class Members' share of the Net Settlement
18 Amount shall be allocated for payment of disputed wages and shall be subject to required employer taxes.
19 Participating Class Members shall receive an IRS Form W-2 for reporting of this portion of their Individual
20 Settlement Amount.

21 5.9.2 Two Thirds (2/3) of each Participating Class Members' share of the Net Settlement
22 Amount shall be allocated for disputed statutory penalties and interest, and no amount shall be deducted
23 for any taxes. This portion of the Individual Settlement Amount consists of other income, not wages, for
24 which the Participating Class Members shall receive IRS Forms 1099-MISC and 1099-INT and this
25 payment shall be divided equally among the 1099-MISC and 1099-INT designations.

26 5.9.3 The entirety (100%) of each Aggrieved Employee's share of the 25% portion of the
27 PAGA Payment shall be allocated for payment of disputed civil penalties, and no amount shall be deducted
28

1 for any taxes. This portion of the Individual Settlement Amount consists of other income, not wages, for
2 which the Aggrieved Employees shall receive an IRS Form 1099-MISC.

3 5.10 Participating Class Members and Aggrieved Employees shall be solely responsible for the
4 reporting and payment of their share of any federal, state and/or municipal income or other taxes on
5 payments made pursuant to this Agreement, and shall hold the Parties, Class Counsel, and Defendants'
6 Counsel free and harmless from any claims resulting from treatment of such payments as non-taxable,
7 including the treatment of such payments as not subject to withholding or deduction for payroll and
8 employment taxes. No party has made any representation to any of the other Parties as to the taxability of
9 any payments pursuant to this Agreement, including the payments to Participating Class Members, the
10 payments to Aggrieved Employees, the payments to Class Counsel, the payments to the Class
11 Representatives, the payroll tax liability of Defendants, or the allocation of the Net Settlement Amount or
12 PAGA Payment to wage and non-wage income as provided in this Section, or otherwise as to tax
13 implications of any provision of this Agreement.

14 5.11 No Additional Contribution by Defendants: Defendants' monetary obligation under this
15 Agreement is limited to the Gross Settlement Amount and any employer side payroll taxes owed on
16 amounts characterized as wages under this Agreement. All other costs and expenses arising out of or in
17 connection with the performance of this Agreement shall be paid from the Gross Settlement Amount, unless
18 expressly provided otherwise herein. However, in the event this agreement is deemed null and void as
19 described in Section 3 because the Court, in its independent determination, finds that the Agreement does
20 not meet the standards for settlement approval, then Defendants and Plaintiffs shall be equally responsible
21 for the costs of the Settlement Administrator incurred between the date the Agreement was executed and
22 the date of such event.

23 5.12 Certification For Settlement Purposes: The Parties agree that, for purposes of settlement
24 only, certification of the class as defined in Section 1.5 and 4.1 is appropriate and the requisites for
25 establishing class certification have been met and are met.

26 5.13 Adequacy of Class Counsel and Class Representatives: The Parties agree that, for purposes
27 of settlement only, Class Counsel and Plaintiffs are adequate representatives for Class Members and
28 Aggrieved Employees.

1 **6. RELEASE**

2 6.1 Release of Claims by Participating Class Members: Upon the Effective Date, all
3 Participating Class Members will be deemed to fully, finally and forever release the Released Class Claims
4 as to all Released Parties. In addition, on the Effective Date, all Participating Class Members and their
5 successors in interest will be permanently enjoined and forever barred from prosecuting any of Released
6 Class Claims against any of the Released Parties.

7 6.2 Release of Claims by Aggrieved Employees: Upon the Effective Date, all Aggrieved
8 Employees will be deemed to fully, finally and forever release the Released PAGA Claims as to all
9 Released Parties. In addition, on the Effective Date, all Aggrieved Employees and their successors in
10 interest will be permanently enjoined and forever barred from prosecuting any of the Released PAGA
11 Claims against any of the Released Parties.

12 6.3 Release by Plaintiffs: Upon the Effective Date, Plaintiffs will be deemed to fully, finally
13 and forever release the Released Class Claims, Released PAGA Claims, and Class Representatives'
14 Released Claims as to all Released Parties. In addition, on the Effective Date, Plaintiffs and any successors
15 in interest will be permanently enjoined and forever barred from prosecuting any of the Released Class
16 Claims, Released PAGA Claims, and Class Representatives' Released Claims against any of the Released
17 Parties.

18 **7. SETTLEMENT ADMINISTRATION**

19 7.1 Duties of Settlement Administrator: The Settlement Administrator shall be responsible for:
20 1) receiving Class Member and Aggrieved Employee contact information and confirming addresses are
21 valid; 2) calculating estimated Individual Settlement Amounts and any and all taxes associated with the
22 Individual Settlement Amounts, including employer taxes; 3) taking appropriate steps to trace and locate
23 any individual Class Members and Aggrieved Employee whose address or contact information as provided
24 to the Settlement Administrator is inaccurate or outdated and mailing the Notice of Settlement to Class
25 Members; 4) providing notification to the appropriate state and federal officials of this Agreement as
26 required under the law; 5) receiving, independently reviewing, and resolving any challenges (in
27 consultation with Class Counsel and Defendants' Counsel) from Class Members or Aggrieved Employees,
28 including any associated documentation, regarding their Qualified Workweek calculations; 6) receiving

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

7.2 Notice to Class Members and Aggrieved Employees: The Notice of Settlement to Class Members and Aggrieved Employees will be in both English and Spanish. The Notice of Settlement will provide Class Members and Aggrieved Employees with a summary of the terms and conditions of the Agreement, how to participate in the settlement, how to object to the Agreement, how to dispute the individual's Qualifying Workweeks, and how to opt-out from the Agreement. The Notice of Settlement will also inform Class Members and Aggrieved Employees of the Gross Settlement Amount, Net

1 Settlement Amount, proposed attorneys' fees and costs allocations, any proposed Enhancement Payments,
2 proposed Settlement Administrator Cost allocations, proposed PAGA Payment allocations, the scope of
3 the class, the nature and extent of the released claims, dates set for a fairness hearing and hearing on Class
4 Counsels' motion for attorneys' fees and costs. The Notice of Settlement shall include information
5 regarding Class Member's and Aggrieved Employee's estimated Individual Settlement Amount. The
6 Notice of Settlement will provide information on how to access electronic copies online of the Notice of
7 Settlement, any motions for approval of the Agreement, any motions for approval of attorneys' fees and
8 costs, and any other documents as the Court directs.

9 7.3 Class Member Data and Mailing: No later than fourteen (14) calendar days after the
10 Preliminary Approval Date, Defendants shall provide the Settlement Administrator with the first and last
11 name, last known mailing address, last known telephone number, Social Security Number, start and end
12 date (if any) of employment of each Class Member and Aggrieved Employee, and any other information
13 the Settlement Administrator needs to effectuate notice to Class Members and Aggrieved Employees as
14 outlined herein. The Settlement Administrator shall review the data to determine the number of Qualifying
15 Workweeks for each Class Member and Aggrieved Employee. No later than fourteen (14) calendar days
16 after receipt of such address information, the Settlement Administrator will perform a national change of
17 address ("NCOA") search, update the addresses per the results of the NCOA search, and then mail the
18 Notice of Settlement, substantially in the form attached as Exhibit 2, to each Class Member and Aggrieved
19 Employee by first-class mail, postage prepaid. The Settlement Administrator shall maintain all information
20 received from Defendants confidential to itself, and Defendants' Counsel. However, Class Counsel shall
21 be able to review the breakdown of Qualified Workweeks and estimated Individual Settlement Amounts
22 for Class Members and Aggrieved Employees prior to mailing for quality assurance provided the personal
23 identifying information is redacted and/or omitted.

24 7.4 Returned and/or Re-mailed Notice of Settlements: In the event that a Notice of Settlement
25 is returned to the Settlement Administrator as undeliverable on or before the conclusion of the Notice
26 Period, the Notice of Settlement shall be sent to the forwarding address affixed thereto within five (5)
27 calendar days. If no forwarding address is provided, then the Settlement Administrator shall promptly
28 attempt to determine a correct address using a skip-trace, computer or other search using the name, address

1 and/or Social Security number of the individual involved, and shall then perform a single re-mailing within
2 five (5) calendar days to any more recent address found as a result of the search. Following each search
3 that does not result in a corrected address, for those Class Members who appear to be current employees
4 of Defendants at the time of the Preliminary Approval Date, the Settlement Administrator shall contact
5 Defendants' Counsel for assistance and Defendants shall cooperate in good faith with the Settlement
6 Administrator's reasonable efforts to obtain valid mailing addresses for Class Members to the extent they
7 are active employees of Defendants. In the event the Notice of Settlement is forwarded to a new address
8 and/or re-mailed to a Class Member, the deadline for the Class Member to submit any request to opt-out,
9 a dispute, or an objection shall be the end of the Notice Period or 10 days from the date of the re-
10 mailing/forwarding to a new address, whichever is later. In the event the procedures in this Section are
11 followed and the Class Member does not timely and properly request to opt-out, the Class Member shall
12 be bound by all terms of the Agreement, including the releases contained in Section 6.

13 7.5 Responses to Notice of Settlement:

14 7.5.1 *Opt-Outs*: The Notice of Settlement shall provide that Class Members who wish to
15 exclude themselves from the Agreement must submit a request to opt-out as provided in this Section. The
16 request to opt-out must (a) state the Class Member's full name and date of birth; (b) a statement that he or
17 she does not want to be a Class Member, does not want to participate in the settlement, and/or wants to be
18 excluded from the settlement; (c) identify the case name and number (*i.e. Lionakis, et al., v. LangeTwins*
19 *Wine Company, Inc., et al.* , Case No. STK-CV-UOE-2023-13130); (d) be signed; and (e) be post-marked
20 no later than the conclusion of the Notice Period or the re-mailing timeline stated in Section 7.4. The Class
21 Member must personally sign the request to opt-out. No request to opt-out may be made on behalf of a
22 group of Class Members. The date of the postmark on the return-mailing envelope shall be the exclusive
23 means used to determine whether a request to opt-out has been timely submitted. Any Class Member who
24 requests to opt-out of the Agreement will not be entitled to any portion of the Net Settlement Amount nor
25 will they have any right to object, appeal or comment thereon. The name of any Class Member who submits
26 a valid and timely opt out request will be specifically identified in any proposed order granting final
27 approval. Class Members who fail to submit a valid and timely request to opt-out shall be bound by all
28 terms of the Agreement and any order or final judgment thereon. Regardless of whether an Aggrieved

Employee opts out of being a Class Member, they will still receive their share of the PAGA Payment as Aggrieved Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims.

7.5.2 Objection Procedures: Any Class Member who does not opt-out, but who wishes to object to this Agreement or otherwise to be heard concerning this Agreement, may submit a written objection to the Settlement Administrator, who will promptly provide copies of the objection to Class Counsel and Defendants' Counsel. The Notice of Settlement shall make clear that the Court can only approve or deny the Agreement, not change the terms of the Agreement. The written objection should (a) state the Class Member's full name and date of birth; (b) provide evidence that the individual is, in fact, a Class Member; (c) state the reasons for the objection(s), including any supporting documentation; (d) identify the case name and number (*i.e. Lionakis, et al. v. LangeTwins Wine Company, Inc., et al.*, Case No. STK-CV-UOE-2023-13130); (e) be signed; and (f) be post-marked no later than the conclusion of the Notice Period or the re-mailing timeline stated in Section 7.4. Additionally, or in the alternative to sending a written objection to the Settlement Administrator, any Class Member may appear at the final approval hearing to state their objection.

7.5.3 Dispute Procedures: Any Class Member who disputes the number of Qualifying Workweeks on the Notice of Settlement shall contact the Settlement Administrator. 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 the conclusion of the Notice Period or the re-mailing timeline stated in Section 7.4. The Settlement Administrator shall promptly (in no event more than two business days) forward all such disputes to Defendants' Counsel and request that Defendants review the dispute. Defendants' records shall presumptively control unless the Class Member can produce documentation evidencing other periods of employment worked. If Defendants agree with submitted information, the Class Member shall be credited or subtracted Qualifying Workweeks in accordance with their submitted dispute and that final number of Qualified Workweeks shall govern the calculation of that Class Member's Individual Settlement Amount. If Defendants disagree with the submitted information, Defendants' Counsel will promptly advise Class Counsel of the dispute, which includes turning over any documentation submitted by the Class Member as part of the dispute. Defendants' Counsel and Class

Counsel shall attempt in good faith to resolve any such dispute within five (5) calendar days of Class Counsel being advised of the dispute. Each dispute that Defendants' Counsel and Class Counsel cannot timely resolve shall be resolved by the Settlement Administrator, subject to Court review.

7.5.4 Deficient Opt-Outs, Objections, or Disputes: In the event that a deficient opt-out, objection, or dispute is received on or before the conclusion of the Notice Period, the Settlement Administrator shall mail a letter to the Class Member within five (5) calendar days informing them of the deficiency. If a deficiency letter is mailed to a Class Member, the deadline for the Class Member to cure the deficiency shall be the end of the Notice Period or 10 calendar days from the date of the deficiency letter, whichever is later.

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

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

7.8 Settlement Administrator Payments to Participating Class Members, Class Counsel and Plaintiffs: Within seven (7) calendar days after the Effective Date and the Court's determination of the amount of attorneys' fees and costs payable to Class Counsel, the Enhancement Payment payable to Plaintiffs, the PAGA Payment, and Settlement Administrator Costs, the Settlement Administrator shall calculate the final Net Settlement Amount, the final Individual Settlement Amounts for Participating Class Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations Class Counsel and Defendants' Counsel. Defendants shall wire the Gross Settlement Amount and applicable taxes necessary to fund the Settlement as described in Section 5.1 to the Settlement Administrator within twenty-one (21) calendar days after the Effective Date to be to be held in trust in a QSF. Within seven (7) calendar days after Defendants fund the settlement, the Settlement Administrator

1 shall deliver payment of Class Counsels' attorney's fees and costs, the Enhancement Payment payable to
2 Plaintiffs, the 75% portion of the PAGA Payment payable to the LWDA, Settlement Administrator Costs,
3 and payment to Participating Class Members and/or Aggrieved Employees as required under this
4 Agreement and approved by Court.

5 7.8.1 The Settlement Administrator shall wire the Court-approved attorneys' fees and
6 costs to Class Counsel unless another method is requested by Class Counsel. Payment of any awarded
7 attorney's fees and costs will be in accordance with Class Counsel's Joint Prosecution Agreement. Class
8 Counsel shall provide the Settlement Administrator with the pertinent taxpayer identification number and
9 payment instructions after the Final Approval Date.

10 7.8.2 The Settlement Administrator shall send a check by mail for the Court-approved
11 Enhancement Payment to the Class Representatives, care of Class Counsel unless another method is
12 requested by Class Counsel.

13 7.8.3 Only Participating Class Members and Aggrieved Employees will receive their
14 Individual Settlement Amount.

15 7.8.4 The Settlement Administrator shall remit and report the applicable portions of the
16 payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this
17 Agreement. Defendants agree to reasonably cooperate with the Settlement Administrator to the extent
18 necessary to determine the amount of the payroll tax payment required.

19 7.9 Settlement Check Expiration and Uncashed Checks: The Settlement Administrator shall
20 issue Individual Settlement Amounts to Participating Class Members and Aggrieved Employees in the
21 form of a check, which shall become null and void if not deposited within one hundred eighty (180)
22 calendar days of issuance. After one hundred eighty (180) calendar days of issuance, the checks shall be
23 voided and funds from all uncashed checks shall be transmitted in accordance with Section 5.6. The
24 Settlement Administrator shall deliver these funds within fourteen (14) calendar days after the check
25 cashing deadline.

26 7.10 Settlement Administrator Declaration Regarding Compliance and Settlement
27 Administration: Within twenty-one (21) calendar days after the last day for Participating Class Members
28 and Aggrieved Employees to cash their settlement checks, the Settlement Administrator shall provide Class

Counsel and Defendants' 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 Aggrieved Employees, 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 Defendants to provide Settlement Administrator with Class Member and Aggrieved Employee information	Within 14 calendar days after the Preliminary Approval Date
Last day for Settlement Administrator to complete NCOA search, update Class Member and Aggrieved Employee mailing information, and mail Notice of Settlement	Within 14 calendar days after the Settlement Administrators' receipt of Class Members' information from Defendants
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 Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendants' Counsel	Within 7 calendar days after the Effective Date

Last day for Defendants to fund settlement	Within 21 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 Aggrieved Employees	Within 7 calendar days after Defendants have funded the settlement
Last day for Participating Class Members and Aggrieved Employees to cash settlement checks	180 calendar days after issuance of checks to Participating Class Members and Aggrieved Employees
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 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 one week of signing this Agreement Class Counsel shall provide a draft of the Preliminary Approval Motion to Defendants' Counsel. Defendants' Counsel will provide comments and/or proposed revisions within two weeks after receipt of the draft Preliminary Approval Motion from Class

1 Counsel. With regard to the final approval documents, a similar one-week maximum review and response
2 time shall be observed by the Parties. The Parties will request that the Court's preliminary approval of this
3 Agreement be embodied in an Order Granting Preliminary Approval of Class Action and PAGA
4 Settlement.

5 9.1.1 Plaintiffs' motion shall seek an order: 1) Preliminarily approving the Agreement; 2)
6 Approving as to form and content the proposed Notice of Settlement; 3) Directing the mailing of the Notice
7 of Settlement by first class mail to Class Members and Aggrieved Employees; 4) Preliminarily appointing
8 Plaintiffs and Class Counsel as representatives of Class Members; 5) Preliminarily approving settlement
9 administration services to be provided by the Settlement Administrator; 6) Preliminarily approving the
10 proposed Enhancement Payment to Plaintiffs; 7) Preliminarily approving the application for payment of
11 reasonable attorneys' fees and reimbursement of litigation-related expenses to Class Counsel; 8) Granting
12 leave to file the First Amended Complaint attached hereto as Exhibit 1 to be the operative Complaint in the
13 Action; and 9) Scheduling a fairness hearing on the question of whether the proposed Agreement should
14 be finally approved as fair, reasonable and adequate as to the Class Members.

15 9.1.2 Defendants shall not oppose Plaintiffs' motion for approval of the proposed
16 Agreement.

17 9.1.3 The Parties shall cooperate with each other and the Settlement Administrator during
18 the process of giving Class Members notice and opportunity to object to the Agreement, as necessary and
19 appropriate to assure effective communication to individual Class Members of information about their
20 rights and obligations under this Agreement.

21 9.2 Final Approval and Fairness Hearing: On a date approved by the Court and set forth in the
22 Notice of Settlement, the Court shall hold the Final Approval and Fairness Hearing where objections, if
23 any, may be heard. Class Counsel shall provide the Court as part of the motion for final approval of the
24 Agreement, a declaration by the Settlement Administrator of due diligence and proof of mailing of the
25 Notice of Settlement required to be mailed to Class Members by this Agreement, and of the delivery results
26 of the Settlement Administrator's mailings including tracing and re-mailing efforts. The Settlement
27 Administrator declaration shall identify, by name, any Class Member who submitted a timely and valid
28 request to opt out during the Notice Period.

9.2.1 Class Counsel and Defendants shall work in good faith to draft a mutually agreeable Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment. The Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment shall include findings and orders: 1) Approving the Agreement, adjudging the terms thereof to be fair, reasonable and adequate, and directing that its terms and provisions be carried out; 2) Approving the payment of an Enhancement Payment to the Class Representatives; 3) Approving Class Counsel's application for an award of attorneys' fees and reimbursement of out-of-pocket litigation expenses; 4) Approving the Settlement Administrator Costs; and 5) Providing that the Court will retain jurisdiction to oversee administration and enforcement of the terms of the Agreement and the Court's orders.

9.2.2 Following entry of the Court's order granting final approval of the Agreement, the 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 Aggrieved Employees entitled to payments under the Agreement and assuring delivery of such payments; 3) Class Counsel and Defendants' 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.

9.3 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.

9.4 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: If, prior to the Final Approval Date, 10% or more of the Class Members have submitted proper and timely requests to opt-out in accordance with the provisions of the Agreement, Defendants may rescind the Agreement and all actions taken in its

1 furtherance will be thereby null and void. Defendants must exercise this right of rescission, in writing, to
2 Class Counsel, within seven (7) calendar days after the Settlement Administrator notifies the Parties of the
3 total number of opt-outs. If the option to rescind is exercised, then any Settlement Administrator Costs
4 shall be paid by Defendants. Defendants have represented that there are no more than 14,630 workweeks
5 during the Class Period. In the event the number of workweeks during the Class Period is more than
6 16,093 (*i.e.*, greater than 10% more than 14,630), then the Gross Settlement Amount shall be increased
7 proportionally by the workweeks in excess of 16,093. For example, if there was an 11% increase in
8 workweeks represented to exist during the Class Period, Defendants would have to increase the Gross
9 Settlement Amount by 1%.

10 10.2 Circular 230 Disclaimer: EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF
11 THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT
12 OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND
13 AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN
14 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
15 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
16 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON
17 AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
18 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS
19 RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
20 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
21 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
22 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
23 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
24 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX
25 PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
26 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
27 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX
28 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON

1 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
2 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY
3 THIS AGREEMENT.

4 10.3 No Prior Assignments: The Parties represent, covenant, and warrant that they have not
5 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
6 any person or entity any portion of any liability, claim, demand, action, cause of action or right released
7 and discharged in this Agreement.

8 10.4 Waiver of Appeal and Ability to Opt Out: To the extent permitted by applicable law, by
9 signing this Agreement Defendants are waiving any rights to appeal from the Court's approval of the
10 settlement unless the Court materially modifies the settlement. Furthermore, by signing this Agreement
11 Plaintiffs are waiving any right or ability to opt out of this Agreement during the Notice Period or otherwise.

12 10.5 Exhibits Incorporated by Reference: The terms of this Agreement include the terms set
13 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth in this
14 Agreement. Any Exhibits to this Agreement are an integral part of the Settlement.

15 10.6 Judgment and Retention of Jurisdiction to Enforce: Upon the Effective Date, judgment will
16 be entered according to this Agreement. The Parties stipulate and agree that the San Joaquin County
17 Superior Court shall have continuing jurisdiction to enforce the terms of the Agreement pursuant to Civil
18 Procedure Code section 664.6 and that the prevailing party any action necessary to enforce the terms of the
19 Agreement after default by the other party may recover reasonable attorney's fees and costs related thereto.

20 10.7 Mutual Cooperation: The Parties agree to cooperate fully with one another to accomplish
21 and implement the terms of this Agreement. Such cooperation shall include, but not be limited to, execution
22 of such other documents and the taking of such other action as may reasonably be necessary to fulfill the
23 terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts
24 contemplated by this Agreement and any other efforts that may become necessary by Court order, or
25 otherwise, to effectuate this Agreement and the terms set forth herein.

26 10.8 No Admission of Liability: Neither the acceptance nor the performance by Defendants of
27 the terms of this Agreement, nor any of the related negotiations or proceedings, is or shall be claimed to
28 be, construed as, or deemed to be, an admission by Defendants of the truth of any of the allegations in the

Complaint, the representative character of the Action, the validity of any of the claims that were or could have been asserted by Plaintiffs and/or Class Members in the Action, or of any liability or guilt of Defendants in the Action. Nothing in this Agreement shall be construed to be or deemed an admission by Defendants of any liability, culpability, negligence, or wrongdoing toward Plaintiffs, the Class Members, or any other person, and Defendants specifically disclaim any liability, culpability, negligence, or wrongdoing toward Plaintiffs, the Class Members, or any other person. Each of the Parties has entered into this Stipulation with the intention to avoid further disputes and litigation.

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

To Plaintiffs and the Class:

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624

Leonard Emma
EMPLOYMENT LAWYERS
1999 Harrison Street, 18th Floor
Oakland, CA 94612

To Defendants:

Gabriel N. Rubin
Liam N. Gaarder Feingold
JACKSON LEWIS P.C.
50 California Street, 9th Floor
San Francisco, CA 94111

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

1 10.11 Attorneys' Fees and Costs Limitations: Neither Class Counsel nor any other attorneys
2 acting for, or purporting to act for, the Class, Class Members, or Plaintiffs, may recover or seek to recover
3 any amounts for fees, costs, or disbursements from the Releasees or the Gross Settlement Amount except
4 as expressly provided in this Agreement.

5 10.12 No Modifications: This Agreement may be amended or modified only by a written
6 instrument signed by counsel for all Parties or their successors-in-interest. This Agreement may not be
7 discharged except by performance in accordance with its terms.

8 10.13 Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and
9 represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and
10 to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
11 to effectuate its terms and to execute any other documents required to effectuate the terms of this
12 Agreement.

13 10.14 Class Member Signatories: Because the Action has not yet been certified, and the Class
14 Members are so numerous, the Parties agree that it is impossible or impractical to have each Class Member
15 sign this Agreement. It is agreed that, for purposes of seeking approval of the Agreement, this Agreement
16 may be executed on behalf of all Class Members by the Class Representatives.

17 10.15 Counterparts: This Agreement shall become effective upon its execution by all of the
18 undersigned. Plaintiffs, Class Counsel, Defendants and Defendants' Counsel may execute this Agreement
19 in counterparts, and execution of counterparts shall have the same force and effect as if each had signed
20 the same instrument. Facsimile, electronic, and/or scanned copies of signatures shall have the same force
21 and effect of originals.

22 10.16 Choice of Law: The Agreement and any exhibits hereto shall be considered to have been
23 negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and the
24 rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance with,
25 and governed by, the substantive laws of the State of California without giving effect to that State's choice
26 of law principles.

1 10.17 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 10.18 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 10.19 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 10.20 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 10.21 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 10.22 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 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized
24 attorneys, as of the day and year herein set forth.

1 **For Plaintiffs:**

2 Date: 10/15/2024


Katlin Lionakis (Oct 15, 2024 16:09 PDT)

Katlin Lionakis

3
4 Date: _____

Araceli Sagrero-Razo

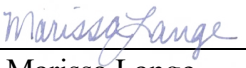
6 **FOR Defendants:**

7 Date: 11/05/24



By:
For LangeTwins Wine Company, Inc.

10 Date: 11/05/24

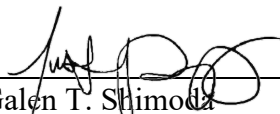


Marissa Lange

13 APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

15 Dated: October 15, 2024

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

19 APPROVED AS TO FORM

EMPLOYMENT LAWYERS

21 Dated: _____

By: _____
Leonard Emma
Attorney for Plaintiff Araceli Sagrero-Razo

24 APPROVED AS TO FORM

JACKSON LEWIS P.C.

25 Dated: _____

By: _____
Gabriel N. Rubin
Liam N. Gaarder Feingold
Attorneys for Defendants

For Plaintiffs:

Date: _____

Katlin Lionakis

Date: 10/10/2024

Firmado por:



Araceli Sagrero-Razo

FOR Defendants:

Date: _____

By:
For LangeTwins Wine Company, Inc.

Date: _____

Marissa Lange

APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

Dated: _____

By: _____
Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorneys for Katlin Lionakis

APPROVED AS TO FORM

EMPLOYMENT LAWYERS

Dated: _____

By: _____
Leonard Emma
Attorney for Plaintiff Araceli Sagrero-Razo

APPROVED AS TO FORM

JACKSON LEWIS P.C.

Dated: November 13, 2024

By: 
Gabriel N. Rubin
Liam N. Gaarder Feingold
Attorneys for Defendants

For Plaintiffs:

Date: _____

Katlin Lionakis

Date: _____

Araceli Sagrero-Razo

FOR Defendants:

Date: _____

By:
For LangeTwins Wine Company, Inc.

Date: _____

Marissa Lange

APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

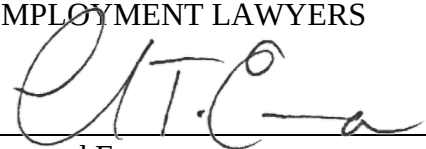
Dated: _____

By: _____
Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorneys for Katlin Lionakis

APPROVED AS TO FORM

EMPLOYMENT LAWYERS

Dated: October 10, 2024

By:  _____
Leonard Emma
Attorney for Plaintiff Araceli Sagrero-Razo

APPROVED AS TO FORM

JACKSON LEWIS P.C.

Dated: _____

By: _____
Gabriel N. Rubin
Liam N. Gaarder Feingold
Attorneys for Defendants

Exhibit 1

f CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF SAN JOAQUIN

KATLIN LIONAKIS and ARACELI
SAGRERO-RAZO, individually and on behalf of
all other similarly situated employees,

Plaintiffs,

vs.

LANGETWINS WINE COMPANY, INC., a
California Corporation; MARISSA LANGE, an
individual; and DOES 1 to 100, inclusive,

Defendants.

Case No. **STK-CV-UOE-2023-13130**

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

ATTENTION: All non-exempt employees who have worked, or continue to work, for Defendants in California from August 16, 2019, up to [REDACTED]. (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 San Joaquin County Superior Court (“Court”) granting Plaintiffs’ motion for preliminary approval of a Joint Stipulation Regarding Class Action PAGA Settlement and Release (“Agreement” or “Settlement”) as fair, reasonable, and adequate. The Settlement was entered into between Plaintiffs Katlin Lionakis and Araceli Sagrero-Razo (“Plaintiffs” or “Class Representatives”), and Defendants LangeTwins Wine Company, Inc. and Marissa Lange (“Defendants”) on behalf of Class Members as defined above. The terms of the Settlement are outlined herein. You are receiving this notice because Defendants’ records indicate you fall within the definition of “Class Member.” Defendants’ records also indicate that you worked [REDACTED] weeks during the applicable Class Period (as defined below), 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

On December 6, 2023, this class action and Private Attorneys General Act (“PAGA”) lawsuit was filed against Defendants in the San Joaquin County Superior Court of California on behalf of all Class Members. The term “Action” means this putative class action pending in San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-13130. The Class Period is August 16, 2019, to [REDACTED] (the “Class Period”).

In the Action, Plaintiffs are alleging claims for unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of themselves, Class Members, and Aggrieved Employees. Plaintiffs allege that Defendants violated California law by 1) failing to pay overtime wages, 2) failing to pay minimum wages, 3) failing to provide meal periods or pay premiums in lieu thereof, 4) failing to provide rest periods or pay premiums in lieu thereof, 5) failing to provide accurate wage statements, 6) failing to pay final wages, 7) failing to pay reimbursement for expenses, 8) failing to maintain accurate wage records, 9) failing to timely pay wages, 10) failing to pay sick leave, 11) engaging in unfair competition, 12) committing PAGA violations, and (13) failing to compensate for all hours worked. Defendants have 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 settlement is the result of 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, Defendants continue to deny all allegations and claims. Defendants have 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 Aggrieved Employees, which are defined as all non-exempt employees who have, or continue to, work for Defendants in California from June 9, 2022, to [REDACTED]. If you are a Class Member, you have the opportunity to participate in the Settlement, or to exclude yourself (“opt out”) from the Settlement. This notice is to advise Class Members of how they can either participate in the Settlement or be excluded from the Settlement. As set forth below, Aggrieved Employees 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. Aggrieved Employees 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, Defendants have agreed to pay a total sum of Two Hundred Fifty Thousand Dollars (\$250,000) (“Gross Settlement Amount”). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorneys’ fees not to exceed 35% of the Gross Settlement Amount, attorneys’ costs not to exceed \$15,000, Settlement Administrator Costs estimated not to exceed \$10,000, an Enhancement Payment of \$10,000 to each Class Representative, and \$25,000 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 Defendants 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 Period. Of the \$25,000 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 Aggrieved Employees.

The number of weeks you worked during the Class 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 Aggrieved Employees’ allocations for the PAGA claim.

B. Individual Settlement Amounts and Allocation Between Class Members and Aggrieved Employees

Defendants will pay Individual Settlement Amounts through the Settlement Administrator, as described below, to each Participating Class Member and to Aggrieved Employees. 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 2/3 for disputed interest, statutory penalties, and other non-wage damages for which an IRS Forms 1099-MISC and 1099-INT will issue and 1/3 for disputed wages for which IRS Forms W-2 will issue. The PAGA Payment to Aggrieved employees will be paid as 100% for civil penalties.

Payment to Participating Class Members and Aggrieved Employees 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 Period by the total weeks worked by all Participating Class Members within the Class 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. Total weeks worked will be determined based on the total number of pay periods in which Class Members and/or Aggrieved Employees received a paycheck multiplied by 2. Each Aggrieved Employee’s share of the 25% portion 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 Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee’s individual share. The PAGA Claim Period is defined as June 9, 2022, to [REDACTED]. Defendants’ records indicate that you worked [REDACTED] weeks during the applicable PAGA Claim 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 Aggrieved Employee 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 Defendants' Records and Resolution of Workweek Disputes

For each Class Member, the amount payable will be calculated by the Settlement Administrator from Defendants' records. Defendants' records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator. Defendants' 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 Defendants' 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 Aggrieved Employees, the Agreement contains the following releases:

Class members who do not opt out will be deemed to have released [1.30 text].

Aggrieved Employees will be deemed to have released [1.31 text].

The individuals released ("Released Parties") include [1.32 text].

Class Members and/or Aggrieved Employees 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.* *Lionakis, et. al. v. LangeTwins Wine Company, Inc., et al.* , STK-CV-UOE-2023-13130); (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. Aggrieved Employees 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. Lionakis, et al. v. LangeTwins Wine Company, Inc., et al.*, STK-CV-UOE-2023-13130); (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 entry of judgment will be filed with the Court and available online at <https://cms.sjcourts.org/fullcourtweb/start.do>. 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 Aggrieved Employee, will release Defendants 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 Defendants in California during the Class 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 Defendants 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 10B, 180 E Weber Avenue, Stockton, California on [REDACTED] at [REDACTED] to determine whether the Agreement should be finally approved as fair, reasonable and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, the Settlement Administrator Costs, and the Enhancement Payments to the Class Representatives. 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://cms.sjcourts.org/fullcourtweb/start.do>. You can also contact Class Counsel or Defendants' 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
On behalf of Plaintiffs

Leonard Emma
EMPLOYMENT LAWYERS
1999 Harrison Street, 18th Floor
Oakland, CA 94612
Tel: (415) 362-1111
On behalf of Plaintiffs

Gabriel N. Rubin
Liam N. Gaarder Feingold
JACKSON LEWIS P.C.
50 California Street, 9th Floor
San Francisco, CA 94111
Telephone: (415) 394-9400
On behalf of Defendants

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

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Brittany V. Berzin (Cal. State Bar No. 325121)
Shimoda & Rodriguez Law, PC
9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733

Attorneys for Plaintiff KATLIN LIONAKIS

[Additional Parties and Counsel listed on Next Page]

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

KATLIN LIONAKIS, and ARACELI	)	Case No. STK-CV-UOE-2023-0013130
SAGRERO RAZO, individually and on behalf	)	
of all other similarly situated employees,	)	<i>Assigned for All Purposes to Hon. Blanca Banuelos</i>
	)	<i>Department 10B</i>
Plaintiff,	)	
	)	<u>CLASS ACTION</u>
vs.	)	
	)	FIRST AMENDED COMPLAINT FOR
LANGETWINS WINE COMPANY, INC., a	)	DAMAGES:
California Corporation;	)	
MARISSA LANGE, an individual; and	)	1. Failure to Pay Overtime Wages
DOES 1 to 100, inclusive,	)	2. Failure to Pay Minimum Wages
	)	3. Meal Period Violations
Defendants.	)	4. Rest Period Violations
	)	5. Wage Statement Violations
	)	6. Waiting Time Penalties
	)	7. Unfair Competition
	)	8. Failure to Reimburse Expenses
	)	9. Failure to Timely Pay Wages
	)	10. Failure to Maintain Records
	)	11. Private Attorneys General Act
	)	12. Failure to Compensate for All Hours Worked
	)	
	)	DEMAND FOR JURY TRIAL

EMPLOYMENT LAWYERS
LEONARD EMMA (SBN 224483)
lemma@employment-lawyers.com
1999 Harrison Street, 18th Floor
Oakland, CA 94612
Tel: (415) 362-1111
Fax: (415) 362-1112

Attorneys for Plaintiff
ARACELI SAGRERO RAZO

1 Plaintiffs KATLIN LIONAKIS and ARACELI SAGRERO RAZO (“Plaintiffs”), on behalf of
2 themselves and all other similarly situated employees, hereby file this First Amended Complaint
3 against LANGETWINS WINE COMPANY, INC., a California Corporation; MARISSA LANGE, an
4 individual; and DOES 1 to 100, inclusive (hereinafter all collectively referred to as “Defendants”).
5 On information and belief, Plaintiffs allege the following:

6 **INTRODUCTION**

7 1. This is a class action and Private Attorneys General Act (“PAGA”) lawsuit brought by
8 Plaintiffs for failure to pay overtime wages, failure to pay minimum wages, meal period violations, rest
9 period violations, wage statement violations, waiting time penalties, failure to reimburse expenses,
10 failure to timely pay wages, failure to maintain accurate records, failure to compensate for all hours
11 worked, and unfair competition. Plaintiffs have also alleged a Private Attorneys General Act claim.

12 **JURISDICTION AND VENUE**

13 2. The San Joaquin County Superior Court has jurisdiction in this matter over the Plaintiffs
14 and similarly situated employees’ claims for unpaid wages, meal and rest period violations, interest
15 thereon, related penalties, injunctive and other equitable relief, and attorneys’ fees and costs pursuant
16 to, *inter alia*, the applicable California Industrial Welfare Commission, Wage Order, Title 8 of the
17 California Code of Regulations, Labor Code §§ 202, 203, 226, 226.7, 510, 512, 558, 1194, 1197, 1198,
18 2698-99, *et seq.*, and/or California Code of Civil Procedure section 1021.5. Jurisdiction also exists
19 pursuant to California Code of Civil Procedure section 410.10 to determine alleged violations of the
20 California Labor Code, California Business & Professions Code, and Wage Order No. 8.

21 3. This Court also has jurisdiction over the Plaintiffs’ and similarly situated employees’
22 claims for unpaid wages, meal and rest period violations, interest thereon, related penalties, injunctive and
23 other equitable relief, and attorneys’ fees and costs pursuant to, *inter alia*, the applicable California
24 Industrial Welfare Commission, Wage Order, Title 8 of the California Code of Regulations, Labor Code
25 §§ 202, 203, 226, 226.7, 510, 512, 558, 1194, 1197, 1198, 2698-99, *et seq.*, and/or California Code of
26 Civil Procedure section 1021.5.

27 4. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that
28 Defendants reside in San Joaquin County. In addition, some of the wrongful acts and violations of law

asserted herein occurred within San Joaquin County, and Defendants’ obligation to pay wages arose in San Joaquin County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36 Cal.3d 403, 414 (1984).

5. Plaintiffs sought permission pursuant to Labor Code section 2699 *et seq.* to pursue the claims set forth in this First Amended Complaint against Defendants as Private Attorneys General on behalf of themselves and other Aggrieved Employees. Pursuant to Labor Code section 2699.3, Plaintiffs gave written notice via online submission to the Labor and Workforce Development Agency (“LWDA”) on approximately June 9, 2023, November 28, 2023, and May 15, 2024. Plaintiffs provided facts and the legal basis for the claims within the notices to the LWDA on all violations asserted under the Private Attorneys General Act cause of action. Plaintiffs each submitted the \$75.00 filing fee. The notice was also sent via certified mail to Defendants on the same day that the notices were filed with the LWDA. Plaintiffs are informed and believe that, to date, the LWDA has not provided any response to Plaintiffs’ notice correspondence. Accordingly, Plaintiffs are informed and believe that they have exhausted all administrative remedies pursuant to the Private Attorneys General Act and may bring this action on behalf of themselves and all Aggrieved Employees. *See* Cal. Labor 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). Aggrieved Employees includes all non-exempt employees who have, or continue to, work for Defendants in California from June 9, 2022, to the present.

6. Plaintiff KATLIN LIONAKIS and Defendants entered into an agreement to toll the statute of limitations for the claims alleged in this Complaint as of August 16, 2023. Accordingly, the class period is from August 16, 2019, to the present.

PARTIES

7. KATLIN LIONAKIS is an individual over the age of eighteen (18) and is a resident of the State of California.

8. ARACELI SAGRERO RAZO is an individual over the age of eighteen (18) and is a resident of the State of California.

9. On information and belief, Plaintiffs allege, LANGETWINS WINE COMPANY, INC., is now and/or at all times mentioned in this Complaint was a California Corporation and the owner and operator of an industry, business and/or facility doing business in the State of California.

10. Plaintiffs are informed and believe, and thereupon allege, that MARISSA LANGE is an individual over the age of eighteen (18) and is a resident of the State of California. Plaintiffs further allege that MARISSA LANGE is an owner, director, officer, and/or managing agent of LANGETWINS WINE COMPANY, INC. responsible for causing the violations outlined in the First through Sixth, Eighth, through Tenth, and Twelfth causes of action. As such MARISSA LANGE is individually liable pursuant to California Labor Code section 558.1.

11. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true names and capacities of these DOE Defendants when they are ascertained. At all times mentioned herein, each Defendant was the agent or employee of each of the other Defendants and was acting within the course and scope of such agency or employment. The Defendants are jointly and severally liable to Plaintiffs.

12. At all times mentioned herein, each Defendant was the agent or employee of each of the other Defendants and was acting within the course and scope of such agency or employment. The Defendants are jointly and severally liable to Plaintiffs.

13. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in a joint employment, joint venture, partnership and common enterprise, and were acting within the course and scope of, and in pursuance of said joint employment, joint venture, partnership and common enterprise.

14. Defendants, and each of them, now and/or at all times mentioned in this Complaint approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

15. Defendants proximately caused Plaintiffs to be subjected to the unlawful practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

CLASS ALLEGATIONS

16. Plaintiffs bring the First through Tenth and Twelfth Causes of Action on behalf of themselves and all others similarly situated as a class action pursuant to California Code of Civil Procedure section 382. The class which Plaintiffs seek to represent is composed of, and defined, as follows:

All non-exempt employees who have worked, or continue to work, for Defendants in California from August 16, 2019, to the present.

17. This action has been brought and may be properly maintained as a class action, pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-defined community of interests in the litigation and the proposed class is easily ascertainable.

(a) Numerosity: The putative class is so numerous that the individual joinder of all members is impracticable under the circumstances of this case. While the exact number of class members is unknown to Plaintiffs at this time, Plaintiffs are informed and believe that Defendants have employed fifty (50) or more individuals falling within the above stated class definition throughout the State of California during the applicable statute of limitations, who were subjected to the policies and practices outlined in this Complaint. As such, joinder of all members of the putative class is not practicable.

(b) Common Questions Predominate: Common questions of law and fact exist as to all members of the putative class and predominate over questions that affect only individual members of the class. These common questions of law and fact include, without limitation, the following:

- (1) Whether Defendants paid putative class members for all hours worked;
- (2) Whether Defendants paid all overtime wages owed;
- (3) Whether Defendants failed to correctly calculate putative class members' regular rates of pay;
- (4) Whether Defendants maintained accurate payroll records;
- (5) Whether Defendants failed to authorize and permit all meal periods;
- (6) Whether Defendants failed to authorize and permit all rest periods;

- (7) Whether putative class members were required to use their personal cellphones for work without reimbursement;
- (8) Whether Defendants failed to timely pay wages to putative class members' in accordance with Labor Code section 204;
- (9) Whether Defendants maintained accurate time and payroll records for putative class members;
- (10) Whether as a result of Defendants' policies and practices putative class members received all wages, due and owing, at the time of their termination or separation; and
- (11) Whether Defendants provided putative class members with wage statements that complied with Labor Code section 226.

(c) Typicality: Plaintiffs' claims are typical of the claims of the members of the putative class. The putative class also sustained damages arising out of Defendants' common course of conduct in violation of the law as complained of herein. Defendants failed to pay Plaintiffs and putative class members all regular and overtime wages owed, failed to provide all meal and rest periods, and failed to reimburse for personal cellphone use. Additionally, Defendants issued Plaintiffs and all members of the putative class wage statements that did not comply with Labor Code section 226. As a result, Plaintiffs and each member of the putative class will have suffered the same type of harm and seek the same type of recovery based on the same legal theories.

(d) Adequacy: Plaintiffs will fairly and adequately protect the interests of the members of the putative class. For all relevant times, Plaintiffs resided in California and worked for Defendants in California. Moreover, Plaintiffs are adequate representatives of the putative class as Plaintiffs have no interests that are adverse to those of putative class members. Additionally, Plaintiffs have retained counsel who have substantial experience in complex civil litigation and wage and hour matters.

(e) Superiority: A class action is superior to other available means for the fair and efficient adjudication of the controversy since individual joinder of all members of the putative

1 class is impracticable. Class action treatment will permit a larger number of similarly
2 situated persons to prosecute their common claims in a single forum simultaneously,
3 efficiently, and without the unnecessary duplication of effort and expense that numerous
4 individual actions would engender. Further, as damages suffered by each individual
5 member of the class may be relatively small, the expenses and burden of the individual
6 litigation would make it difficult or impossible for individual members of the class to
7 redress the wrongs done to them, and an important public interest will be served by
8 addressing the matter as a class action. The cost to the court system of adjudication of
9 such individualized litigation would be substantial. Individualized litigation would also
10 present the potential for inconsistent or contradictory judgments.

11 18. Plaintiffs are unaware of any difficulties that are likely to be encountered in the
12 management of this action that would preclude its maintenance as a class action.

13 **GENERAL ALLEGATIONS**

14 19. Plaintiffs incorporate by reference and re-alleges paragraphs 1 through 18 as though fully
15 set forth herein.

16 20. Plaintiffs worked for Defendants as non-exempt hourly employees. Defendants failed to
17 accurately record Plaintiffs' and similarly situated employees' hours worked. Plaintiffs and similarly
18 situated employees were not properly paid for all hours that they spent working, including overtime
19 hours worked despite routinely and consistently working more than 8 hours per day and 40 hours per
20 week in violation of the California Labor Code. Defendants often manually adjusted Plaintiffs' and
21 similarly situated employees' time records, which resulted in a failure to pay Plaintiffs and similarly
22 situated employees for all hours worked, including time over eight (8) hours in a day and forty (40)
23 hours in a week. Accordingly, Defendants did not pay Plaintiffs and similarly situated employees for all
24 minimum and overtime wages they were owed. Defendants also instructed Plaintiffs and similarly
25 situated employees to clock out before the 12-hour mark regardless of whether they continued to
26 perform work and to work through meal and rest periods to assist Defendants' customers, including
27 when Plaintiffs and similarly situated employees were "clocked out" for meal periods. Additionally, at
28 the end of the season, Defendants paid out non-discretionary bonuses to employees. Although these

1 bonuses were earned over the course of the season, Defendants failed to make any adjustments to
2 premium wage payments like overtime, meal and rest period premiums, and sick leave pay covering the
3 same period. As a result, this also resulted in unpaid overtime, meal and rest period premiums and sick
4 leave pay.

5 21. Defendants did not authorize and permit Plaintiffs and similarly situated employees to
6 take all meal and rest periods owed to them because business needs took precedence, routinely
7 interfering with what should be break periods. The company was short-staffed, and Defendants had
8 strict deadlines for work to be completed. Plaintiffs and similarly situated employees were employed for
9 periods of more than five hours without receiving an uninterrupted thirty (30) minute meal period.
10 Plaintiffs and similarly situated employees did not receive an uninterrupted ten (10) minute rest period
11 every four hours or major fraction thereof they worked. Defendants required Plaintiffs and similarly
12 situated employees to clock out for meal periods they did not receive. If Plaintiffs and similarly situated
13 employees did not receive a meal period, but did not clock out as instructed, Defendants would manually
14 adjust Plaintiffs' and similarly situated employees' time. In addition, Defendants did not have a policy
15 authorizing and permitting Plaintiffs and similarly situated employees to take second meal periods they
16 were entitled to. Plaintiffs and similarly situated employees worked longer than ten (10) hours in a day
17 without being provided second meal periods or third rest periods. Defendants also modified and made
18 unauthorized adjustments to Plaintiffs' and similarly situated employees' timecards to cover up its
19 failure to provide a first meal period before the completion of the fifth hour worked.

20 22. Defendants required Plaintiffs and similarly situated employees to incur expenses for
21 work without paying reimbursement for such expenses. For instance, Defendants required Plaintiffs and
22 similarly situated employees to use their personal cellphones to take and send/upload work related
23 photos and communicate with management and other lab locations regarding work. Defendants did not
24 reimburse Plaintiff or similarly situated employees for the use of their personal cellphones.

25 23. Defendants failed to provide Plaintiffs and similarly situated employees with accurate
26 wage statements. The wage statements Defendants provided did not accurately itemize employees'
27 gross and net wages, meal period premiums, rest period premiums, total hours worked, and the
28 corresponding number of hours worked at each hourly rate. In doing so, Defendants have not only

failed to pay their workers the full amount of compensation due, they have, until now, effectively shielded themselves from their employees' scrutiny for their unlawful conduct by concealing the magnitude (e.g., the full number of hours worked) and financial impact of their wrongdoing.

24. At the time of Plaintiffs' and similarly situated employees' termination or separation, Plaintiffs and similarly situated employees had minimum wages, overtime wages, meal and rest period premiums, and paid sick leave owing to them. In addition, for the reasons described above, each pay period Plaintiffs and similarly situated employees had wages they earned that were not timely paid to them in accordance with Labor Code section 204.

25. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiffs and similarly situated employees have sustained damages, as described above, including loss of earnings for hours worked on behalf of Defendants, in an amount to be established at trial. As a further direct and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiffs and similarly situated employees are entitled to recover penalties/wages for failure to pay wages owed upon termination (pursuant to California Labor Code §§ 201-204 and 227.3), for failure to maintain and provide semimonthly itemized wage statements of hours worked and all applicable hourly rates (pursuant to California Labor Code § 226 and/or 1174) in an amount to be established at trial. As a further direct and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiffs similarly situated employees are also entitled to recover attorneys' fees, litigation costs, restitution of ill-gotten gains, and injunctive relief, pursuant to statute.

26. Defendant LANGETWINS WINE COMPANY, INC. identified MARISSA LANGE in its filings with the California Secretary of State during the claim period as its Chief Executive Officer and a Director. Plaintiff is informed and believes that MARISSA LANGE was responsible for creating and electing to implement or participating in creating and electing to implement LANGETWINS WINE COMPANY, INC.'s payroll and compensation policies and practices, or that MARISSA LANGE was aware of such policies and practices and ratified them.

CAUSES OF ACTION

FIRST CAUSE OF ACTION
FAILURE TO PAY OVERTIME WAGES
(Lab. Code §§ 200-204, 218.6, 512, 558, 1194, 1198; IWC Wage Orders)
(As to all Defendants)

27. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 26 as though fully set forth herein.

28. During the period Plaintiff was employed by Defendants, Defendants were required to compensate Plaintiff at one and one-half (1½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours per day. *See, e.g.*, IWC Wage Order No. 8, section (3)(A); Cal. Lab. Code §§ 510, 1194.

29. Plaintiffs and similarly situated employees worked in excess of eight (8) hours per day and/or forty (40) hours per week on several occasions while employed by Defendants. However, Defendants failed to compensate Plaintiffs and similarly situated employees for all overtime hours they worked at the correct rate of pay. Defendants violated Labor Code §§ 200, *et seq.*, 204, 510, 1194, and 1198 and IWC Wage Orders when they failed to pay Plaintiffs and similarly situated employees the proper overtime rate for work performed in excess of 8 hours per day and/or for work performed in excess of 40 hours per week, within the time frame set forth under the law. By requiring Plaintiffs and similarly situated employees to work off-the-clock, Defendants violated these same provisions. As a consequence for violating Labor Code §§ 510, 1194, 1198, and IWC Wage Orders, Defendants are liable to Plaintiffs and similarly situated employees for unpaid overtime wages

30. Plaintiffs and similarly situated employees were not exempt from overtime protections employees under the California Wage Orders and Labor Code.

31. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

SECOND CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
(Lab. Code §§ 1194, 1197.1)
(As to all Defendants)

32. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 31 as though fully set forth herein.

33. For the period preceding the filing of this Complaint, Defendants were required to compensate Plaintiffs and similarly situated employees with at least California's applicable minimum for every hour worked. *See* MW-Order 2019; IWC Wage Order, No. 8, section 4(A); Cal. Lab. Code §§ 1194, 1197.1. Defendants failed to pay Plaintiffs and similarly situated employees for all time they spent working for Defendants.

34. Plaintiffs and similarly situated employees were not exempt from the State's Minimum Wage Order. Defendants were aware of their obligation to pay the minimum wage for each hour worked but failed to do so.

35. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(Lab. Code §§ 226.7, 512; IWC Wage Orders)
(As to all Defendants)

36. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 35 as though fully set forth herein.

37. An employer must provide an employee a meal period in accordance with the applicable Wage Order, and California Labor Code sections 226.7 and 512.

38. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 8, section 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30) minutes for each work period of more than five (5) hours.

39. California Labor Code section 512 and Wage Order No. 8 section 11(B) further provide that employers may not employ employees for a work period for more than ten (10) hours per day

without providing the employee with a second meal period of at least 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. Employees are entitled to one (1) hour of pay at their regular rate of compensation for each meal period not provided.

40. Defendants employed Plaintiffs and similarly situated employees for periods of more than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal period of at least thirty (30) minutes when Plaintiffs and similarly situated employees worked more than ten (10) hours in a day. Defendants also failed to allow Plaintiffs and similarly situated employees to take their first meal period before the completion of their fifth hour of work and failed to allow Plaintiffs and similarly situated employees to take their second meal period before the completion of their tenth hour of work. Plaintiffs and similarly situated employees did not waive their rights to all meal periods throughout their employment.

41. Despite Plaintiffs and similarly situated employees routinely missing their meal periods or having to take short or interrupted meal periods in order to complete their work, Defendants did not pay Plaintiffs and similarly situated employees all applicable meal period premiums at the correct rate for such missed meal breaks.

42. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FOURTH CAUSE OF ACTION
REST PERIOD VIOLATIONS
(Lab. Code § 226.7; IWC Wage Orders)
(As to all Defendants)

43. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 42 as though fully set forth herein.

44. An employer must provide an employee a rest period in accordance with the applicable Wage Order and California Labor Code section 226.7.

45. California Labor Code section 226.7 and Wage Order No. 8, section 12(A) require an employer to provide a rest period of not less than ten (10) minutes for each work period of more than four (4) hours or a major fraction thereof.

46. Plaintiff alleges that Defendants routinely failed to authorize and permit Plaintiffs and similarly situated employees to take paid rest periods of at least ten (10) minutes for each work period that they worked more than four (4) hours or a major fraction thereof by requiring them to work through rest periods. Additionally, Defendants required Plaintiffs and similarly situated employees to work for shifts of more than ten (10) hours without a timely third rest period.

47. Defendants further failed to pay Plaintiffs and similarly situated employees all applicable rest period premiums at the correct rate for any such missed rest periods.

48. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FIFTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(Lab. Code §§ 226(e), 226.3)
(As to all Defendants)

49. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 48 as though fully set forth herein.

50. Pursuant to California Labor Code section 226(a), an employer must provide an itemized statement to an employee, semimonthly or at the time of each payment of wages, showing:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of 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. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

51. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an itemized statement or failed to provide an accurate and complete itemized statement showing the requirements set forth in California Labor Code section 226(a). The paystubs Defendants issued did not itemize the total hours worked, accurate regular and overtime rates of pay, accurate missed meal and rest period premiums owed, accurate paid sick time owed, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, and accurate gross and net wages earned. Plaintiffs and similarly situated employees were not able to promptly and easily determine all information required to be stated under Labor Code section 226(a) from their paystubs alone. Additionally, Plaintiffs and similarly situated employees suffered confusion over whether they received all wages owed and were prevented from effectively challenging information on their wage statements.

52. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

SIXTH CAUSE OF ACTION
WAITING TIME PENALTIES
(Lab. Code §§ 201-204)
(As to all Defendants)

53. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 52 as though fully set forth herein.

54. An employer must pay an employee who is terminated all unpaid wages immediately upon termination. *See* Cal. Lab. Code § 201.

55. An employer must pay an employee who resigns all unpaid wages within seventy-two (72) hours of their resignation. *See* Cal. Lab. Code § 202.

56. Plaintiffs and similarly situated employees did not receive all wages, including minimum and overtime wages, meal and rest period premiums, or all sick leave pay owed at their termination or within the required time after their separation from employment.

57. An employer who willfully fails to pay an employee wages in accordance with California Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30) days. *See* Cal. Lab. Code § 203.

58. Defendants knew of their obligation to pay Plaintiffs' and similarly situated employees' their final wages when their employment terminated. Indeed, Defendants had knowledge of the hours that Plaintiffs and similarly situated employees were working, modifications being made to their time records, and meal periods that were not received. In addition, Defendants had knowledge employees were receiving additional non-discretionary remuneration, such as bonuses, in addition to their basic hourly rate that were not included in the regular rate of pay for premium pay purposes. Such conduct shows Defendants had knowledge of earned, but unpaid wages at the time of separation, yet failed to pay the full value of the remaining wages owed.

59. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by thirty (30) days for Defendants' failure to pay all wages due.

SEVENTH CAUSE OF ACTION
UNFAIR COMPETITION
(Bus. & Prof. Code § 17200 *et seq.*)
(As to Defendant LANGETWINS WINE COMPANY, INC. and DOES 1 to 100)

60. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 59 as though fully set forth herein.

61. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See* California Business and Professions ("B&P") Code § 17200.

62. Plaintiffs and similarly situated employees were not paid all wages owed, including minimum and overtime wages, meal and rest premiums, phone reimbursement, and paid sick time.

63. Plaintiff further alleges that such actions and/or conduct constitute a violation of the California Unfair Competition Law (“UCL”) (Business and Professions Code 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

64. As a direct and legal result of the Defendants’ conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiffs and similarly situated employees are entitled to restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code sections 17203, 17208, violations of California Labor Code sections 226.7, 246, 510, 512, and 2802 all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

EIGHTH CAUSE OF ACTION
FAILURE TO REIMBURSE EXPENSES
(Lab. Code §2802)
(As to all Defendants)

65. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 64 as though fully set forth herein.

66. California 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.”

67. Defendants required Plaintiffs and similarly situated employees to use their personal cellphones as described above but failed to reimburse them for such use.

68. As a proximate result of Defendants’ conduct, Plaintiffs and similarly situated employees have been damaged as stated in the section below entitled “DAMAGES,” which is incorporated here to the extent pertinent as if set forth here in full.

NINTH CAUSE OF ACTION
FAILURE TO TIMELY PAY WAGES
(Lab. Code §§ 201, 201.3, 202, 204.1, 204.2)
(As to all Defendants)

69. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 68 as though fully set forth herein.

70. 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 paying Plaintiffs and similarly situated employees for wages earned between the 1st and 15th and between the 16th and last day of the month beyond the maximum time allowed under the statute.

71. As a proximate result of Defendants’ conduct, Plaintiffs and similarly situated employees have been damaged as stated in the section below entitled “DAMAGES,” which is incorporated here to the extent pertinent as if set forth here in full.

TENTH CAUSE OF ACTION
FAILURE TO MAINTAIN ACCURATE RECORDS
(Lab. Code §§ 1174, 1174.5)
(As to all Defendants)

72. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 71 as though fully set forth herein.

73. Labor Code section 1174 requires employers to preserve and keep accurate employee time and payroll records for at least three years and to keep a record of the names and addresses of all current employees. Defendants failed to maintain the accurate records required by law and, instead, maintained incomplete, inaccurate records regarding Plaintiffs and similarly situated employees wage records and hours worked.

74. Plaintiff and similarly situated employees were injured by Defendants’ failure to maintain accurate records because, as alleged above, Plaintiff and similarly situated employees were not paid for all hours worked and did not receive proper compensation for all overtime hours worked, and thus suffered monetary damages due to Defendants’ policies described above.

75. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

ELEVENTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(Lab. Code § 2698 *et seq.*)
(As to all Defendants)

76. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 75 as though fully set forth herein.

77. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the following provisions of the Labor Code in their dealings with him and other similarly situated current and former employees:

- Violation of Labor Code §§ 510, 1194; IWC Wage Order 8, § 3 (Failure to Pay Overtime Wages)
- Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 8, § 4 (Failure to Pay Minimum Wages)
- Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)
- Violation of Labor Code §§ 226.7, 512; IWC Wage Order 8, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code § 226.7; IWC Wage Order 8, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code § 226.3, 1174 (Failure to Maintain Accurate Records)
- Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)
- Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)

- Violation of Labor Code §§ 204, 210 (Untimely Payment of Wages)

78. Plaintiff seeks civil penalties against Defendants as provided in the Labor Code, or, if no civil penalty is provided, default penalties pursuant to Labor Code section 2699(f)(2).

79. Plaintiff seeks these civil penalties from Defendants pursuant to Labor Code sections 2699(a) and 2699.3.

TWELFTH CAUSE OF ACTION
FAILURE TO COMPENSATE FOR ALL HOURS WORKED
(Lab. Code §§ 200-204, 216, 225.5, 226, 500, 510, 558, 1197, 1198)
(As to all Defendants)

80. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 79 as though fully set forth herein.

81. Defendants were required to compensate Plaintiffs and similarly situated employees for all hours worked pursuant to the applicable Industrial Welfare Commission Wage Order and Labor Code §§ 200-204, 216, 225.5, 500, 510, 558, 1197, and 1198.

82. Plaintiffs and similarly situated employees routinely performed work for Defendants “off-the-clock” which resulted in Defendants underpaying Plaintiffs and similarly situated employees because they did not accurately record the hours that Plaintiffs and similarly situated employees spent working.

83. Defendants refused to compensate Plaintiffs and similarly situated employees for some and/or all of the wages earned (including overtime and minimum wages), in violation of the applicable California Wage Order, Title 8 of the California Code of Regulations and the California Labor Code.

84. At all relevant times, Defendants were aware of, and were under a duty to comply with the wage and overtime provisions of the California Labor Code, including, but not limited to California Labor Code §§ 200-204, 216, 225.5, 500, 510, 558, 1197, and 1198. Plaintiffs and similarly situated employees have been deprived of their rightfully earned compensation as a direct and proximate result of Defendants’ failure and refusal to pay said compensation. Plaintiffs and similarly situated employees are entitled to recover compensation for all hours worked, in addition to reasonable attorney’s fees and costs of suit.

85. As a direct and proximate result of Defendants’ unlawful conduct, as set forth herein, Plaintiffs and similarly situated employees have sustained damages, including loss of earnings for hours worked, including overtime hours worked, on behalf of Defendants, in an amount to be established at trial,

and are entitled to recover attorneys' fees and costs of suit.

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
3. As to the Second Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
 - d. Liquidated damages pursuant to California Labor Code section 1194.2;
4. As to the Third Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
5. As to the Fourth Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
6. As to the Fifth Cause of Action:
 - a. Penalties as provided for in Labor Code section 226, including the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which the violation occurred and one hundred dollars (\$100.00) per employee for each

violation in the subsequent pay periods, but not to exceed four thousand dollars (\$4,000.00);

b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section 226(e);

7. As to the Sixth Cause of Action:

a. Penalties as provided in Labor Code section 203, including each former employee's daily rate of pay multiplied by 30 days;

8. As to the Seventh Cause of Action:

a. Restitution for unpaid wages as proven at trial;

b. For interest as provided by law;

c. For declaratory and injunctive relief as provided by law;

d. For attorney's fees and costs as provided by law;

9. As to the Eighth Cause of Action:

a. For unreimbursed expenses in an amount to be proven at trial;

b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);

10. As to the Ninth Cause of Action:

a. For any initial violations, \$100 for each failure to pay each employee;

b. For each subsequent violation or any willful or intentional violations \$200 for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld;

11. As to the Tenth Cause of Action:

a. For civil penalties of \$500 per employee pursuant to Labor Code section 1174.5;

b. For civil penalties of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation.

12. As to the Eleventh Cause of Action:

a. For civil penalties as provided for in the Labor Code for each enumerated violation;

- b. For those Labor Code sections, the violation of which there is no civil penalty provided, the default penalty provided in Labor Code section 2699(f): for any initial violation, one hundred dollars (\$100) for each aggrieved employee per pay period; For any subsequent violation, two hundred dollars (\$200) for each aggrieved employee per pay period;
- c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
- d. For any other remedies as allowed by law and/or deemed appropriate by the Court;

13. As to the Twelfth Cause of Action:

- a. Wages in an amount to be proven at trial;
- b. Attorney's fees, costs and interest and provided by law;

14. For such other and further relief as this Court may deem just and proper, including, but not limited to:

- a. Wages as proved at trial;
- b. Injunctive and Declaratory relief;
- c. Attorney's fees and costs as provided for by law; and
- d. Interest.

Dated: _____

Shimoda & Rodriguez Law, PC

By: _____

Galen T. Shimoda
Justin P. Rodríguez
Renald Konini
Attorneys for Plaintiff KATLIN LIONAKIS

Dated: _____

EMPLOYMENT LAWYERS

By: _____

Leonard Emma
Attorneys for Plaintiff ARACELI
SAGRERO RAZO

EXHIBIT B

1 Galen T. Shimoda (Cal. State Bar No. 226752)
2 Justin P. Rodriguez (Cal. State Bar No. 278275)
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9 Attorneys for Plaintiff KAITLIN LIONAKIS

FILED

2023 DEC -6 AM 11:05

STEPHANIE SCHREIBER, CLERK

M. J. O'Neil
DEPUTY

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10 SUPERIOR COURT OF CALIFORNIA

11 FOR THE COUNTY OF SAN JOAQUIN

12 KAITLIN LIONAKIS, individually and on)
13 behalf of all other similarly situated)
14 employees,)

15 Plaintiff,

16 vs.

17 LANGETWINS WINE COMPANY, INC., a)
18 California Corporation;)
19 MARISSA LANGE, an individual; and)
20 DOES 1 to 100, inclusive,)

21 Defendants.)

Case No.

STK-CV-JOE-2023-13136

CLASS ACTION

COMPLAINT FOR DAMAGES:

1. Failure to Pay Overtime Wages
2. Failure to Pay Minimum Wages
3. Meal Period Violations
4. Rest Period Violations
5. Wage Statement Violations
6. Waiting Time Penalties
7. Unfair Competition
8. Failure to Reimburse Expenses
9. Failure to Timely Pay Wages
10. Failure to Maintain Records
11. Private Attorneys General Act

DEMAND FOR JURY TRIAL

CLASS ACTION COMPLAINT

FILE BY FAX

1 Plaintiff KAITLIN LIONAKIS ("Plaintiff"), on behalf of herself and all other similarly
2 situated employees, hereby files this Complaint against LANGETWINS WINE COMPANY, INC., a
3 California Corporation; MARISSA LANGE, an individual; and DOES 1 to 100, inclusive
4 (hereinafter all collectively referred to as "Defendants"). On information and belief, Plaintiff alleges
5 the following:

6 INTRODUCTION

7 1. This is a class action and Private Attorneys General Act ("PAGA") lawsuit brought by
8 Plaintiff for failure to pay overtime wages, failure to pay minimum wages, meal period violations, rest
9 period violations, wage statement violations, waiting time penalties, failure to reimburse expenses, and
10 unfair competition. Plaintiff has also alleged a Private Attorneys General Act claim.

11 JURISDICTION AND VENUE

12 2. The San Joaquin County Superior Court has jurisdiction in this matter pursuant to
13 California Code of Civil Procedure section 410.10 to determine alleged violations of the California
14 Labor Code, California Business & Professions Code, and Wage Order No. 8.

15 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that
16 Defendants reside in San Joaquin County. In addition, some of the wrongful acts and violations of law
17 asserted herein occurred within San Joaquin County, and Defendants' obligation to pay wages arose in
18 San Joaquin County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36 Cal.3d 403, 414
19 (1984).

20 4. Plaintiff sought permission pursuant to Labor Code section 2699 *et seq.* to pursue the
21 claims set forth in this Complaint against Defendants as a Private Attorney General on behalf of herself
22 and other Aggrieved Employees. Pursuant to Labor Code section 2699.3, Plaintiff gave written notice
23 via online submission to the Labor and Workforce Development Agency ("LWDA") on approximately
24 June 9, 2023. Plaintiff provided facts and legal bases for her claims within the notice to the LWDA on
25 all violations asserted under the Private Attorneys General Act cause of action. Plaintiff submitted the
26 \$75.00 filing fee. The notice was also sent via certified mail to Defendants on the same day. Plaintiff is
27 informed and believes, that to date, the LWDA has not provided any response to Plaintiff's notice
28 correspondence. Accordingly, Plaintiff is informed and believes that she has exhausted all

1 administrative remedied pursuant to the Private Attorneys General Act and may bring this action on
2 behalf of herself and all Aggrieved Employees. *See* Cal. Labor Code § 2699.3(a)(2)(A), (c)(3); *Caliber*
3 *Bodyworks, Inc. v. Sup. Ct.*, 134 Cal.App.4th 365, 383 n.18, 385 n.19 (2005). Aggrieved Employees
4 includes all non-exempt employees who have, or continue to, work for Defendants in California from
5 June 9, 2022, to the present.

6 5. Plaintiff and Defendants entered into an agreement to toll the statute of limitations for the
7 claims alleged in this Complaint as of August 16, 2023. Accordingly, the class period is from August
8 16, 2019, to the present.

9 PARTIES

10 6. KAITLIN LIONAKIS is an individual over the age of eighteen (18) and is a resident
11 of the State of California.

12 7. On information and belief, Plaintiff alleges, LANGETWINS WINE COMPANY,
13 INC., is now and/or at all times mentioned in this Complaint was a California Corporation and the
14 owner and operator of an industry, business and/or facility doing business in the State of California.

15 8. Plaintiff is informed and believes, and thereupon alleges, that MARISSA LANGE is
16 an individual over the age of eighteen (18) and is a resident of the State of California. Plaintiff
17 further alleges that MARISSA LANGE is an owner, director, officer, and/or managing agent of
18 LANGETWINS WINE COMPANY, INC. responsible for causing the violations outlined in the First
19 through Sixth, Eighth, and Ninth causes of action. As such MARISSA LANGE is individually liable
20 pursuant to California Labor Code section 558.1.

21 9. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the
22 alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and
23 are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true
24 names and capacities of these DOE Defendants when they are ascertained. At all times mentioned
25 herein, each Defendant was the agent or employee of each of the other Defendants and was acting within
26 the course and scope of such agency or employment. The Defendants are jointly and severally liable to
27 Plaintiff.

28 //

1 10. At all times mentioned herein, each Defendant was the agent or employee of each of the
2 other Defendants and was acting within the course and scope of such agency or employment. The
3 Defendants are jointly and severally liable to Plaintiff.

4 11. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
5 were members of and/or engaged in a joint employment, joint venture, partnership and common
6 enterprise, and were acting within the course and scope of, and in pursuance of said joint employment,
7 joint venture, partnership and common enterprise.

8 12. Defendants, and each of them, now and/or at all times mentioned in this Complaint
9 approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

10 13. Defendants proximately caused Plaintiff to be subjected to the unlawful practices,
11 wrongs, complaints, injuries and/or damages alleged in this Complaint.

12 **CLASS ALLEGATIONS**

13 14. Plaintiff brings the First through Tenth Causes of Action on behalf of herself and all
14 others similarly situated as a class action pursuant to California Code of Civil Procedure section 382.
15 The class which Plaintiff seeks to represent is composed of, and defined, as follows:

16 All non-exempt employees who have worked, or continue to work, for
17 Defendants in California from August 16, 2019, to the present.

18 15. This action has been brought and may be properly maintained as a class action,
19 pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-
20 defined community of interests in the litigation and the proposed class is easily ascertainable.

21 (a) Numerosity: The putative class is so numerous that the individual joinder of all members
22 is impracticable under the circumstances of this case. While the exact number of class
23 members is unknown to Plaintiff at this time, Plaintiff is informed and believes that
24 Defendants have employed fifty (50) or more individuals falling within the above stated
25 class definition throughout the State of California during the applicable statute of
26 limitations, who were subjected to the policies and practices outlined in this Complaint.
27 As such, joinder of all members of the putative class is not practicable.
28

1 (b) Common Questions Predominate: Common questions of law and fact exist as to all
2 members of the putative class and predominate over questions that affect only individual
3 members of the class. These common questions of law and fact include, without
4 limitation, the following:

- 5 (1) Whether Defendants paid putative class members for all hours worked;
- 6 (2) Whether Defendants paid all overtime wages owed;
- 7 (3) Whether Defendants failed to correctly calculate putative class members' regular
8 rates of pay;
- 9 (4) Whether Defendants maintained accurate payroll records;
- 10 (5) Whether Defendants failed to authorize and permit all meal periods;
- 11 (6) Whether Defendants failed to authorize and permit all rest periods;
- 12 (7) Whether putative class members were required to use their personal cellphones
13 for work without reimbursement;
- 14 (8) Whether Defendants failed to timely pay wages to putative class members' in
15 accordance with Labor Code section 204;
- 16 (9) Whether Defendants maintained accurate time and payroll records for putative
17 class members;
- 18 (10) Whether as a result of Defendants' policies and practices putative class members
19 received all wages, due and owing, at the time of their termination or separation;
20 and
- 21 (11) Whether Defendants provided putative class members with wage statements that
22 complied with Labor Code section 226.

23 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative
24 class. The putative class also sustained damages arising out of Defendants' common
25 course of conduct in violation of the law as complained of herein. Defendants failed to
26 pay Plaintiff and putative class members all regular and overtime wages owed, failed to
27 provide all meal and rest periods, and failed to reimburse for personal cellphone use.
28 Additionally, Defendants issued Plaintiff and all members of the putative class wage

1 statements that did not comply with Labor Code section 226. As a result, Plaintiff and
2 each member of the putative class will have suffered the same type of harm and seek the
3 same type of recovery based on the same legal theories.

4 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the
5 putative class. For all relevant times, Plaintiff resided in California and worked for
6 Defendants in California. Moreover, Plaintiff is an adequate representative of the
7 putative class as Plaintiff has no interests that are adverse to those of putative class
8 members. Additionally, Plaintiff has retained counsel who has substantial experience in
9 complex civil litigation and wage and hour matters.

10 (e) Superiority: A class action is superior to other available means for the fair and efficient
11 adjudication of the controversy since individual joinder of all members of the putative
12 class is impracticable. Class action treatment will permit a larger number of similarly
13 situated persons to prosecute their common claims in a single forum simultaneously,
14 efficiently, and without the unnecessary duplication of effort and expense that numerous
15 individual actions would engender. Further, as damages suffered by each individual
16 member of the class may be relatively small, the expenses and burden of the individual
17 litigation would make it difficult or impossible for individual members of the class to
18 redress the wrongs done to them, and an important public interest will be served by
19 addressing the matter as a class action. The cost to the court system of adjudication of
20 such individualized litigation would be substantial. Individualized litigation would also
21 present the potential for inconsistent or contradictory judgments.

22 16. Plaintiff is unaware of any difficulties that are likely to be encountered in the
23 management of this action that would preclude its maintenance as a class action.

24 GENERAL ALLEGATIONS

25 17. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 16 as though fully
26 set forth herein.

27 18. Plaintiff worked for Defendants from approximately September 2021 to October 2022.
28 Defendants failed to accurately record Plaintiff's and similarly situated employees' hours worked.

Defendants often manually adjusted Plaintiff's and similarly situated employees' time records, which resulted in a failure to pay Plaintiff and similarly situated employees for all hours worked, including time over eight (8) hours in a day and forty (40) hours in a week. Accordingly, Defendants did not pay Plaintiff and similarly situated employees for all minimum and overtime wages they were owed. Defendants also instructed Plaintiff and similarly situated employees to clock out before the 12-hour mark regardless of whether they continued to perform work. Additionally, at the end of the season, Defendants paid out non-discretionary bonuses to employees. Although these bonuses were earned over the course of the season, Defendants failed to make any adjustments to premium wage payments like overtime, meal and rest period premiums, and sick leave pay covering the same period. As a result, this also resulted in unpaid overtime, meal and rest period premiums and sick leave pay.

19. Defendants did not authorize and permit Plaintiff and similarly situated employees to take all meal and rest periods owed to them. The company was short staffed, and Defendants had strict deadlines for work to be completed. Plaintiff and similarly situated employees were employed for periods of more than five hours without receiving an uninterrupted thirty (30) minute meal period. Plaintiff and similarly situated employees did not receive an uninterrupted ten (10) minute rest period every four hours or major fraction thereof they worked. Defendants required Plaintiff and similarly situated employees to clock out for meal periods they did not receive. If Plaintiff and similarly situated employees did not receive a meal period, but did not clock out as instructed, Defendants would manually adjust Plaintiff's and similarly situated employees' time. In addition, Defendants did not have a policy authorizing and permitting Plaintiff and similarly situated employees to take second meal periods they were entitled to. Plaintiff and similarly situated employees worked longer than ten (10) hours in a day without being provided second meal periods. Defendants also modified and made unauthorized adjustments to Plaintiff's and similarly situated employees' timecards to cover up its failure to provide first meal period before the completion of the fifth hour worked.

20. Defendants required Plaintiff and similarly situated employees to incur expenses for work without paying reimbursement for such expenses. For instance, Defendants required Plaintiff and similarly situated employees to use their personal cellphones to take and send/upload work related

1 photos and communicate with management and other lab locations regarding work. Defendants did not
2 reimburse Plaintiff or similarly situated employees for the use of their personal cellphones.

3 21. Defendants failed to provide Plaintiff and similarly situated employees with accurate
4 wage statements. The wage statements Defendants provided did not accurately itemize employees'
5 gross and net wages, meal period premiums, rest period premiums, total hours worked, and the
6 corresponding number of hours worked at each hourly rate.

7 22. At the time of Plaintiff's and similarly situated employees' termination or separation,
8 Plaintiff and similarly situated employees had minimum wages, overtime wages, meal and rest period
9 premiums, and paid sick leave owing to them. In addition, for the reasons described above, each pay
10 period Plaintiff and similarly situated employees had wages they earned that were not timely paid to
11 them in accordance with Labor Code section 204.

12 23. Defendant LANGETWINS WINE COMPANY, INC. identified MARISSA LANGE in
13 its filings with the California Secretary of State during the claim period as its Chief Executive Officer
14 and a Director. Plaintiff is informed and believes that MARISSA LANGE was responsible for creating,
15 and electing to implement or participating in creating and electing to implement LANGETWINS WINE
16 COMPANY, INC.'s payroll and compensation policies and practices, or that MARISSA LANGE was
17 aware of such policies and practices and ratified them.

18 **CAUSES OF ACTION**

19 **FIRST CAUSE OF ACTION**
20 **FAILURE TO PAY OVERTIME WAGES**
21 **(As to all Defendants)**

22 24. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 23 as though fully
23 set forth herein.

24 25. During the period Plaintiff was employed by Defendants, Defendants were required to
25 compensate Plaintiff at one and one-half (1½) times the regular rate of pay for hours worked in excess of
26 eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for
27 hours worked in excess of twelve (12) hours per day. *See, e.g., IWC Wage Order No. 8, section (3)(A);*
28 Cal. Lab. Code §§ 510, 1194.

//

1 26. Plaintiff and similarly situated employees worked in excess of eight (8) hours per day
2 and/or forty (40) hours per week on several occasions while employed by Defendants. However,
3 Defendants failed to compensate Plaintiff and similarly situated employees for all overtime hours they
4 worked at the correct rate of pay.

5 27. Plaintiff and similarly situated employees were not exempt from overtime protections
6 employees under the California Wage Orders and Labor Code.

7 28. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
8 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
9 the extent pertinent as if set forth here in full.

10 **SECOND CAUSE OF ACTION**
11 **FAILURE TO PAY MINIMUM WAGES**
 (As to all Defendants)

12 29. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 28 as though fully
13 set forth herein.

14 30. For the period preceding the filing of this Complaint, Defendants were required to
15 compensate Plaintiff and similarly situated employees with at least California's applicable minimum for
16 every hour worked. *See* MW-Order 2019; IWC Wage Order, No. 8, section 4(A); Cal. Lab. Code §
17 1194. Defendants failed to pay Plaintiff and similarly situated employees for all time they spent
18 working for Defendants.

19 31. Plaintiff was not exempt to the State's Minimum Wage Order. Defendants were aware of
20 their obligation to pay the minimum wage for each hour worked but failed to do so.

21 32. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
22 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
23 the extent pertinent as if set forth here in full.

24 **THIRD CAUSE OF ACTION**
25 **MEAL PERIOD VIOLATIONS**
 (As to all Defendants)

26 33. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 32 as though fully
27 set forth herein.

28 //

1 34. An employer must provide an employee a meal period in accordance with the
2 applicable Wage Order, and California Labor Code sections 226.7 and 512.

3 35. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 8, section
4 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30)
5 minutes for each work period of more than five (5) hours.

6 36. California Labor Code section 512 and Wage Order No. 8 section 11(B) further
7 provide that employers may not employ employees for a work period for more than ten (10) hours
8 per day without providing the employee with a second meal period of at least thirty (30) minutes.
9 However, if the total hours worked is no more than twelve (12) hours, the second meal period may
10 be waived so long as there was no waiver as to the first meal period. Employees are entitled to one
11 (1) hour of pay at their regular rate of compensation for each meal period not provided.

12 37. Defendants employed Plaintiff and similarly situated employees for periods of more
13 than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal
14 period of at least thirty (30) minutes when Plaintiff and similarly situated employees worked more
15 than ten (10) hours in a day. Defendants also failed to allow Plaintiff and similarly situated
16 employees to take their first meal period before the completion of their fifth hour of work and failed
17 to allow Plaintiff and similarly situated employees to take their second meal period before the
18 completion of their tenth hour of work. Plaintiff and similarly situated employees did not waive their
19 rights to all meal periods throughout their employment.

20 38. Defendants further failed to pay Plaintiff and similarly situated employees all
21 applicable meal period premiums at the correct rate for any such missed meal breaks.

22 39. As a proximate result of Defendants' conduct, Plaintiff and similarly situated
23 employees have been damaged as stated in the section below entitled "DAMAGES," which is
24 incorporated here to the extent pertinent as if set forth here in full.

25 **FOURTH CAUSE OF ACTION**
26 **REST PERIOD VIOLATIONS**
 (As to all Defendants)

27 40. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 39 as though fully
28 set forth herein.

41. An employer must provide an employee a rest period in accordance with the applicable Wage Order and California Labor Code section 226.7.

42. California Labor Code section 226.7 and Wage Order No. 8, section 12(A) require an employer to provide a rest period of not less than ten (10) minutes for each work period of more than four (4) hours or a major fraction thereof.

43. Plaintiff alleges that Defendants failed to authorize and permit Plaintiff and similarly situated employees to take paid rest periods of at least ten (10) minutes for each work period that they worked more than four (4) hours or a major fraction thereof.

44. Defendants further failed to pay Plaintiff and similarly situated employees all applicable rest period premiums at the correct rate for any such missed rest periods.

45. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FIFTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(As to all Defendants)

46. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 45 as though fully set forth herein.

47. Pursuant to California Labor Code section 226(a), an employer must provide an itemized statement to an employee, semimonthly or at the time of each payment of wages, showing:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of 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. The deductions made from payment of wages shall be

1 *recorded in ink or other indelible form, properly dated, showing the*
2 *month, day, and year, and a copy of the statement and the record of the*
3 *deductions shall be kept on file by the employer for at least three years at*
4 *the place of employment or at a central location within the State of*
5 *California.*

6 48. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an
7 itemized statement or failed to provide an accurate and complete itemized statement showing the
8 requirements set forth in California Labor Code section 226(a). The paystubs Defendants issued did
9 not itemize the total hours worked, accurate regular and overtime rates of pay, accurate missed meal
10 and rest period premiums owed, accurate paid sick time owed, all applicable hourly rates in effect
11 during the pay period and the corresponding number of hours worked at each hourly rate, and
12 accurate gross and net wages earned. Plaintiff and similarly situated employees were not able to
13 promptly and easily determine all information required to be stated under Labor Code section 226(a)
14 from their paystubs alone. Additionally, Plaintiff and similarly situated employees suffered
15 confusion over whether they received all wages owed and were prevented from effectively
16 challenging information on their wage statements.

17 49. As a proximate result of Defendants' conduct, Plaintiff and similarly situated
18 employees have been damaged as stated in the section below entitled "DAMAGES," which is
19 incorporated here to the extent pertinent as if set forth here in full.

20 **SIXTH CAUSE OF ACTION**
21 **WAITING TIME PENALTIES**
22 **(As to all Defendants)**

23 50. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 49 as though fully
24 set forth herein.

25 51. An employer must pay an employee who is terminated all unpaid wages immediately
26 upon termination. *See* Cal. Lab. Code § 201.

27 52. An employer must pay an employee who resigns all unpaid wages within seventy-two
28 (72) hours of their resignation. *See* Cal. Lab. Code § 202.

53. Plaintiff and similarly situated employees did not receive all wages, including minimum
and overtime wages, meal and rest period premiums, or all sick leave pay owed at their termination or
within the required time after their separation from employment.

54. An employer who willfully fails to pay an employee wages in accordance with California Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30) days. *See* Cal. Lab. Code § 203.

55. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees' their final wages when their employment terminated. Indeed, Defendants had knowledge of the hours that Plaintiff and similarly situated employees were working, modifications being made to their time records, and meal periods that were not received. In addition, Defendants had knowledge employees were receiving additional non-discretionary remuneration, such as bonuses, in addition to their basic hourly rate that were not included in the regular rate of pay for premium pay purposes. Such conduct shows Defendants had knowledge of earned, but unpaid wages at the time of separation, yet failed to pay the full value of the remaining wages owed.

56. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by thirty (30) days for Defendants' failure to pay all wages due.

SEVENTH CAUSE OF ACTION UNFAIR COMPETITION

(As to Defendant LANGETWINS WINE COMPANY, INC. and DOES 1 to 100)

57. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 56 as though fully set forth herein.

58. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See* California Business and Professions (“B&P”) Code § 17200.

59. Plaintiff and similarly situated employees were not paid all wages owed, including minimum and overtime wages, meal and rest premiums, phone reimbursement, and paid sick time.

60. Plaintiff further alleges that such actions and/or conduct constitute a violation of the California Unfair Competition Law (“UCL”) (Business and Professions Code 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

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61. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code sections 17203, 17208, violations of California Labor Code sections 226.7, 246, 510, 512, and 2802 all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

EIGHTH CAUSE OF ACTION
FAILURE TO REIMBURSE EXPENSES
(As to all Defendants)

62. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 61 as though fully set forth herein.

63. California 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.”

64. Defendants required Plaintiff and similarly situated employees to use their personal cellphones as described above but failed to reimburse them for such use.

65. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

NINTH CAUSE OF ACTION
FAILURE TO TIMELY PAY WAGES
(As to all Defendants)

66. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 65 as though fully set forth herein.

67. 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

1 for between the 16th and the 26th day of the month during which the labor was performed, and labor
2 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between
3 the 1st and 10th day of the following month. As stated above, Defendants failed to comply with this
4 provision by paying Plaintiff and similarly situated employees for wages earned between the 1st and 15th
5 and between the 16th and last day of the month beyond the maximum time allowed under the statute.

6 68. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
7 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
8 the extent pertinent as if set forth here in full.

9 **TENTH CAUSE OF ACTION**
10 **FAILURE TO MAINTAIN ACCURATE RECORDS**
11 **(As to all Defendants)**

12 69. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 68 as though fully
13 set forth herein.

14 70. Labor Code section 1174 requires employers to preserve and keep accurate employee
15 time and payroll records for at least three years and to keep a record of the names and addresses of all
16 current employees. Defendants failed to maintain the accurate records required by law and, instead,
17 maintained incomplete, inaccurate records regarding Plaintiff and similarly situated employees wage
18 records and hours worked.

19 71. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
20 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
21 the extent pertinent as if set forth here in full.

22 **ELEVENTH CAUSE OF ACTION**
23 **PRIVATE ATTORNEYS GENERAL ACT**
24 **(As to all Defendants)**

25 72. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 71 as though fully
26 set forth herein.

27 73. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the
28 following provisions of the Labor Code in their dealings with him and other similarly situated current
and former employees:

- Violation of Labor Code §§ 510, 1194; IWC Wage Order 8, § 3 (Failure to Pay Overtime Wages)
- Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 8, § 4 (Failure to Pay Minimum Wages)
- Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)
- Violation of Labor Code §§ 226.7, 512; IWC Wage Order 8, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code § 226.7; IWC Wage Order 8, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code § 226.3, 1174 (Failure to Maintain Accurate Records)
- Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)
- Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)

74. Plaintiff seeks civil penalties against Defendants as provided in the Labor Code, or, if no civil penalty is provided, default penalties pursuant to Labor Code section 2699(f)(2).

75. Plaintiff seeks these civil penalties from Defendants pursuant to Labor Code sections 2699(a) and 2699.3.

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;

1 3. As to the Second Cause of Action:

- 2 a. Wages in an amount to be proven at trial;
- 3 b. Interest for the wages due pursuant to California Labor Code section 1194;
- 4 c. For reasonable attorney's fees and costs incurred pursuant to California Labor
- 5 Code section 1194;
- 6 d. Liquidated damages pursuant to California Labor Code section 1194.2;

7 4. As to the Third Cause of Action:

- 8 a. Wages in an amount to be proven at trial;
- 9 b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
- 10 section 1021.5;

11 5. As to the Fourth Cause of Action:

- 12 a. Wages in an amount to be proven at trial;
- 13 b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
- 14 section 1021.5;

15 6. As to the Fifth Cause of Action:

- 16 a. Penalties as provided for in Labor Code section 226, including the greater of all
- 17 actual damages or fifty dollars (\$50.00) for the initial pay period in which the
- 18 violation occurred and one hundred dollars (\$100.00) per employee for each
- 19 violation in the subsequent pay periods, but not to exceed four thousand dollars
- 20 (\$4,000.00);
- 21 b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section
- 22 226(e);

23 7. As to the Eighth Cause of Action:

- 24 a. An amount to be proven at trial;
- 25 b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);

26 8. As to the Ninth Cause of Action:

- 27 a. For any initial violations, \$100 for each failure to pay each employee;
- 28

1 b. For each subsequent violation or any willful or intentional violations \$200 for
2 each failure to pay each employee, plus 25 percent of the amount unlawfully
3 withheld;

4 9. As to the Tenth Cause of Action:

- 5 a. For civil penalties of \$500 per employee pursuant to Labor Code section 1174.5;
6 b. For civil penalties of \$250 per employee per violation in an initial citation and
7 \$1,000 per employee for each violation in a subsequent citation.

8 7. As to the Eleventh Cause of Action:

- 9 a. For civil penalties as provided for in the Labor Code for each enumerated
10 violation;
11 b. For those Labor Code sections, the violation of which there is no civil penalty
12 provided, the default penalty provided in Labor Code section 2699(f): for any
13 initial violation, one hundred dollars (\$100) for each aggrieved employee per pay
14 period; For any subsequent violation, two hundred dollars (\$200) for each
15 aggrieved employee per pay period;
16 c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
17 d. For any other remedies as allowed by law and/or deemed appropriate by the
18 Court;

19 8. For such other and further relief as this Court may deem just and proper,
20 including, but not limited to:

- 21 a. Wages as proved at trial;
22 b. Injunctive and Declaratory relief;
23 c. Attorney's fees and costs as provided for by law; and
24 d. Interest.

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1
2 Dated: December 5, 2023

Shimoda & Rodriguez Law, PC

3
4 By: Brittany Berzin
5 Galen T. Shimoda
6 Justin P. Rodriguez
7 Brittany V. Berzin
8 Attorneys for Plaintiff
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EXHIBIT C



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June 9, 2023

For Online Filing:

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Lionakis v. Langetwins Wine Company, Inc.*

Dear Labor Commissioner,

As counsel for Kaitlin Lionakis (“Plaintiff”), I am writing to provide you and the following “employers” notice pursuant to California Labor Code section 2699.3:

Langetwins Wine Company, Inc.
1525 E. Jahant Rd.
Acampo, CA 95220

Marissa Lange
P.O. Box 1939
Lafayette, CA 94549

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 Langetwins Wine Company, Inc., and Marissa Lange (“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 have, or continue to, work for Defendants in California from one year prior to the date of this letter to the present. 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 worked for Defendants from approximately September 2021 to October 2022. Defendants failed to accurately record Plaintiff’s and Aggrieved Employees’ hours worked. Defendants often manually adjusted Plaintiff’s and Aggrieved Employees’ time records, which



resulted in a failure to pay Plaintiff and Aggrieved Employees for all hours worked, including time over eight (8) hours in a day and forty (40) hours in a week. Accordingly, Defendants did not pay Plaintiff and Aggrieved Employees for all minimum and overtime wages they were owed. Defendants also instructed Plaintiff and Aggrieved Employees to clock out before the 12-hour mark regardless of whether they continued to perform work. Additionally, at the end of the season, Defendants paid out non-discretionary bonuses to Aggrieved Employees. Although these bonuses were earned over the course of the season, Defendants failed to make any adjustments to premiums wage payments like overtime, meal and rest period premiums, and sick leave pay covering the same period. As a result, this also resulted in unpaid overtime, meal and rest period premiums and sick leave pay.

Defendants did not authorize and permit Plaintiff and Aggrieved Employees to take all meal and rest periods owed to them. The company was short staffed, and Defendants had strict deadlines for work to be completed. Plaintiff and Aggrieved Employees were employed for periods of more than five hours without receiving an uninterrupted thirty (30) minute meal period. Plaintiff and Aggrieved Employees did not receive an uninterrupted ten (10) minute rest period every four hours or major fraction thereof they worked. Defendants required Plaintiff and Aggrieved Employees to clock out for meal periods they did not receive. If Plaintiff and Aggrieved Employees did not receive a meal period, but did not clock out as instructed, Defendants would manually adjust Plaintiff's and Aggrieved Employees' time. In addition, Defendants did not have a policy authorizing and permitting Plaintiff and Aggrieved Employees to take second meal periods they were entitled to. Plaintiff and Aggrieved Employees worked longer than ten (10) hours in a day without being provided second meal periods. Defendants also modified and made unauthorized adjustments to Plaintiff's and Aggrieved Employees' timecards to cover up its failure to provide a first meal period before the completion of the fifth hour worked.

Defendants required Plaintiff and Aggrieved Employees to incur expenses for work without paying reimbursement for such expenses. For instance, Defendants required Plaintiff and Aggrieved Employees to use their personal cellphones to take and send/upload work related photos and communicate with management and other lab locations regarding work. Defendants did not reimburse Plaintiff or Aggrieved Employees for the use of their personal cellphones.

Defendants failed to provide Plaintiff and Aggrieved Employees with accurate wage statements. The wage statements Defendants provided did not accurately itemize employees' gross and net wages, meal period premiums, rest period premiums, total hours worked, and the corresponding number of hours worked at each hourly rate.

At the time of Plaintiff's and Aggrieved Employees' termination or separation, Plaintiff and Aggrieved Employees had minimum wages, overtime wages, meal and rest period premiums, and paid sick leave owing to them. As of the date of this letter, Defendants have not paid Plaintiff and Aggrieved Employees all wages they were owed.



B. ALLEGATIONS AND CHARGES

Count One – Violation of Labor Code §§ 510, 1194; IWC Wage Order 8, § 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 Two – Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 8, § 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. 8, § (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 Three - Violation of Labor Code §§ 226.7, 512 and Wage Order No. 8, §§ 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. 8, 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. 8, 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 any meal period premiums for their failure to provide meal periods. This was in violation of the law.



**Count Four – Violation of Labor Code § 226.7 and Wage Order No. 8, § 12(A)
(Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)**

Labor Code section 226.7 and Wage Order No. 8, 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 any rest period premiums for their failure to provide rest periods. This was in violation of the law.

Count Five – 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 Six – Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)

Labor Code sections 201-203 require that all wages, including minimum wages, overtime wages, and meal and rest period premiums, 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 Seven – 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 reimbursement for personal cellphone use by Plaintiff and Aggrieved Employees. This was in violation of the law.

Count Eight – 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 of 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. Marissa Lange was an officer, director, shareholder, and/or managing agent of Langetwins Wine Company, Inc., and responsible for the violations stated herein as she was 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 Nine – 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 Ten – 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

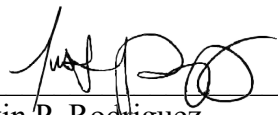


by the 120th calendar day of employment or each calendar year, or in each 12-month period. An employer may limit the use of sick leave to either twenty-four (24) hours or the equivalent of three (3) days, whichever is greater, during a year period. However, employers using an accrual method rather than 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 state above, Defendants failed to provide Plaintiff and Aggrieved Employees with sick leave meeting the requirements set forth in HWHFA. Plaintiffs will be seeking equitable, injunctive, and restitutionary relief to remedy these violations.

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: bvb
cc: Client via e-mail

1 *Lionakis v. Langetwins Wine Company, Inc.*

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 9, 2023, I served the following documents on the party below:

- 8 • PRIVATE ATTORNEYS GENERAL ACT LETTER (PAGA)

9

10 Langetwins Wine Company, Inc. 1525 E. Jahant Rd. Acampo, CA 95220	Marissa Lange P.O. Box 1939 Lafayette, CA 94549
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11

12 [XXX] [By Certified Mail] I am familiar with my employer's practice for the collection
13 and processing of correspondence for mailing with the United States Postal
14 Service and that each day's mail is deposited with the United States Postal
15 Service that same day in the ordinary course of business. On the date set forth
16 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.

17 [] [By Personal Service] By personally delivering a true copy thereof to the office
of the addressee above.

18 [] [By Overnight Courier] By causing a true copy and/or original thereof to be
19 personally delivered via the following overnight courier service:_____.

20 I declare under penalty of perjury under the laws of the State of California that the foregoing
21 is true and correct, and that this declaration was executed on June 9, 2023, at Elk Grove, California.

22 
Elias Tapia

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24
25
26
27
28



Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd.
Suite #120
Elk Grove, CA 95624
Ph. (916) 525-0716
Fax (916) 760-3733
www.shimodalaw.com

May 15, 2024

For Online Filing:

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Lionakis v. Langetwins Wine Company, Inc.*

Dear Labor Commissioner,

As counsel for Katlin Lionakis (“Plaintiff”), I am writing this letter in order to amend our previously filed June 9, 2023, notice. By way of this notice, we are providing additional facts and theories of liability as well as clarifying previously stated theories of liability. Notice to relevant employers pursuant to California Labor Code section 2699.3 is also being provided:

Langetwins Wine Company, Inc.
1525 E. Jahant Rd.
Acampo, CA 95220

Marissa Lange
P.O. Box 1939
Lafayette, CA 94549

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 Langetwins Wine Company, Inc., and Marissa Lange (“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 have, or continue to, work for Defendants in California from one year prior to the date of this letter to the present. 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 worked for Defendants from approximately September 2021 to October 2022. Defendants failed to accurately record Plaintiff’s and Aggrieved Employees’ hours worked.



Defendants often manually adjusted Plaintiff's and Aggrieved Employees' time records, which resulted in a failure to pay Plaintiff and Aggrieved Employees for all hours worked, including time over eight (8) hours in a day and forty (40) hours in a week. Accordingly, Defendants did not pay Plaintiff and Aggrieved Employees for all minimum and overtime wages they were owed. Defendants also instructed Plaintiff and Aggrieved Employees to clock out before the 12-hour mark regardless of whether they continued to perform work. Additionally, at the end of the season, Defendants paid out non-discretionary bonuses to Aggrieved Employees. Although these bonuses were earned over the course of the season, Defendants failed to make any adjustments to premiums wage payments like overtime, meal and rest period premiums, and sick leave pay covering the same period. As a result, this also resulted in unpaid overtime, meal and rest period premiums and sick leave pay.

Defendants did not authorize and permit Plaintiff and Aggrieved Employees to take all meal and rest periods owed to them. The company was short staffed, and Defendants had strict deadlines for work to be completed. Plaintiff and Aggrieved Employees were employed for periods of more than five hours without receiving an uninterrupted thirty (30) minute meal period. Plaintiff and Aggrieved Employees did not receive an uninterrupted ten (10) minute rest period every four hours or major fraction thereof they worked. Defendants required Plaintiff and Aggrieved Employees to clock out for meal periods they did not receive. If Plaintiff and Aggrieved Employees did not receive a meal period, but did not clock out as instructed, Defendants would manually adjust Plaintiff's and Aggrieved Employees' time. In addition, Defendants did not have a policy authorizing and permitting Plaintiff and Aggrieved Employees to take second meal periods they were entitled to. Plaintiff and Aggrieved Employees worked longer than ten (10) hours in a day without being provided second meal periods. Defendants also modified and made unauthorized adjustments to Plaintiff's and Aggrieved Employees' timecards to cover up its failure to provide a first meal period before the completion of the fifth hour worked.

Defendants required Plaintiff and Aggrieved Employees to incur expenses for work without paying reimbursement for such expenses. For instance, Defendants required Plaintiff and Aggrieved Employees to use their personal cellphones to take and send/upload work related photos and communicate with management and other lab locations regarding work. Defendants did not reimburse Plaintiff or Aggrieved Employees for the use of their personal cellphones.

Defendants failed to provide Plaintiff and Aggrieved Employees with accurate wage statements. The wage statements Defendants provided did not accurately itemize employees' gross and net wages, meal period premiums, rest period premiums, total hours worked, and the corresponding number of hours worked at each hourly rate. Consequently, Defendants did not provide timely wages to Plaintiff and Aggrieved Employees.

At the time of Plaintiff's and Aggrieved Employees' termination or separation, Plaintiff and Aggrieved Employees had minimum wages, overtime wages, meal and rest period



premiums, and paid sick leave owing to them. As of the date of this letter, Defendants have not paid Plaintiff and Aggrieved Employees all wages they were owed.

B. ALLEGATIONS AND CHARGES

Count One – Violation of Labor Code §§ 510, 1194; IWC Wage Order 8, § 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 Two – Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 8, § 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. 8, § (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 Three - Violation of Labor Code §§ 226.7, 512 and Wage Order No. 8, §§ 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. 8, 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. 8, 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 any meal period premiums for their failure to provide meal periods. This was in violation of the law.

**Count Four – Violation of Labor Code § 226.7 and Wage Order No. 8, § 12(A)
(Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)**

Labor Code section 226.7 and Wage Order No. 8, 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 any rest period premiums for their failure to provide rest periods. This was in violation of the law.

Count Five – 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 Six – Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)

Labor Code sections 201-203 require that all wages, including minimum wages, overtime wages, and meal and rest period premiums, 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.

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Count Seven – 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 reimbursement for personal cellphone use by Plaintiff and Aggrieved Employees. This was in violation of the law.

Count Eight – 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 of 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. Marissa Lange was an officer, director, shareholder, and/or managing agent of Langetwins Wine Company, Inc., and responsible for the violations stated herein as she was 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 Nine – 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.

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Count Ten – 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 state above, Defendants failed to provide Plaintiff and Aggrieved Employees with sick leave meeting the requirements set forth in HWHFA. Plaintiffs will be seeking equitable, injunctive, and restitutionary relief to remedy these violations.

Count Eleven – 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.

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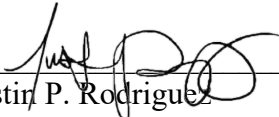
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If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact our office.

Very truly yours,

Shimoda & Rodriguez Law, PC

By: _____
Justin P. Rodriguez

JPR:rk
cc: Client via e-mail

1 *Lionakis v. Langetwins Wine Company, Inc.*

2 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
3 **and California Rules of Court, Rule 1.21 and Rule 2.150**

4 I, Miriam 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 May 15, 2024, I served the following documents on the party below:

- 8 • AMENDED PRIVATE ATTORNEYS GENERAL ACT LETTER (PAGA)

9

10 Langetwins Wine Company, Inc. 1525 E. Jahant Rd. Acampo, CA 95220	Marissa Lange P.O. Box 1939 Lafayette, CA 94549
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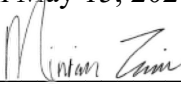
11

12 [XXX] [By Certified Mail] I am familiar with my employer's practice for the collection
13 and processing of correspondence for mailing with the United States Postal
14 Service and that each day's mail is deposited with the United States Postal
15 Service that same day in the ordinary course of business. On the date set forth
16 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 Salt Lake City, Utah, addressed as set forth above.

17 [] [By Personal Service] By personally delivering a true copy thereof to the office
of the addressee above.

18 [] [By Overnight Courier] By causing a true copy and/or original thereof to be
19 personally delivered via the following overnight courier service: _____.

20 I declare under penalty of perjury under the laws of the State of California that the foregoing
21 is true and correct, and that this declaration was executed on May 15, 2024, at Salt Lake City, Utah.

22 
23 _____
24 Miriam Tapia
25
26
27
28

EMPLOYMENT LAWYERS

Leonard Emma
lemma@employment-lawyers.com

November 28, 2023

VIA ONLINE SUBMISSION

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

VIA CERTIFIED MAIL

LangeTwins Wine Company, Inc.
Marissa Lange
1298 W Jahant Rd
Acampo, CA 95220

Dear Sir or Madam:

This correspondence shall serve as notice to both the California Labor and Workforce Development Agency, and employer LangeTwins Wine Company, Inc. ("Employer") that Plaintiff Araceli Sagrero Razo ("Plaintiff") is seeking civil penalties pursuant to California Labor Code § 2698 *et seq.*, the Private Attorney General Act of 2004 ("PAGA"), against Employer. Plaintiff seeks these penalties on behalf of herself and on behalf of other aggrieved workers based on Plaintiff's understanding that Employer's other workers were also subject to the violations described herein.

The PAGA allows individual workers to recover penalties that would normally go to the State for an employer's violations of the California Labor Code. Plaintiff seeks to enforce such penalties for violations against herself and all other aggrieved workers of Employer. Plaintiff is seeking the recovery of attorney fees to the extent permitted by California Labor Code § 2698 *et seq.* Specifically, Plaintiff alleges that Employer violated several California Labor Code sections, as detailed herein. As such, Plaintiff alleges that Employer owes penalties pursuant to the provisions described herein and PAGA.

During all times relevant to this Notice, Plaintiff primarily worked for Employer as a lab technician. Employer was and is a business entity doing business in the State of California.

Plaintiff alleges that Employer violated the provisions detailed herein, and seeks to enforce civil penalties against Employer for these violations. The PAGA allows a private individual to recover civil penalties previously only recoverable by the State. Although

EMPLOYMENT LAWYERS

some of the California Labor Code provisions referenced herein do not themselves provide the amount of any penalty, the PAGA states that for all provisions of the California Labor Code for which no civil penalty is established, including but not limited to the provisions referenced herein, the penalty shall be one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation. Accordingly, these are the penalties that Plaintiff seeks to enforce to the extent civil penalties are not already provided for in the California Labor Code. If the California Labor Code already provides penalties for particular violations, Plaintiff seeks those penalties.

In accordance with the notice and exhaustion procedures required under the PAGA, facts are described herein to support Plaintiff's allegation that Employer violated several provisions of the Labor Code, including but not necessarily limited to those cited herein.

MEAL AND REST PERIOD CLAIMS

Employer failed to provide and refused to authorize and/or permit Plaintiff and other workers to take legally compliant meal and rest periods. Employer did not consistently provide meal and rest periods because business needs took precedence, routinely interfering with what should be break periods. If Plaintiff and other workers failed to address business needs at any time, including during breaks, they were subject to discipline. Plaintiff and other workers routinely worked through meal and rest periods. Even when Plaintiff and other workers received a break, it was not for the proper duration or within the time limits prescribed under California law. In addition, Employer would manipulate the timecards of Plaintiff and aggrieved employees to indicate meal periods were taken even though they were not. Plaintiff is informed and believes and thereon alleges that Employer is aware that Plaintiff and other workers do not consistently receive the meal and rest periods to which they are entitled. Accordingly, Employer violated Labor Code §§ 226.7, 512, 558, 1198, in addition to provisions of the applicable Industrial Welfare Commission Wage Orders.

OVERTIME AND MINIMUM WAGE CLAIMS

Throughout Plaintiff's employment with Employer, Plaintiff and other workers were non-exempt hourly employees, and were eligible for overtime and were required to be paid at least the minimum wage for all hours that they worked. Plaintiff and other workers were regularly required to work through their meal periods. Despite Plaintiff and other workers routinely working through their meal periods, Employer failed to take into account Plaintiff's and other workers' time spent working during their meal periods and the times that they actually started and ended their shifts, creating a situation where Employer failed to properly compensate Plaintiff and other workers for all overtime hours worked and failed to pay Plaintiff and other workers at least the legal minimum wage for all hours that worked. Employer did not pay the applicable overtime rates for all hours worked over eight in one day or forty in one week and failed to pay the applicable minimum wage for all hours worked. In addition, Employer did not pay the applicable overtime rate for hours worked in excess of twelve hours per day or after eight hours on any seventh

EMPLOYMENT LAWYERS

consecutive day of work during a workweek. Accordingly, Employer violated Labor Code §§ 200-204, 210, 216, 223, 225.5, 226, 500, 510, 558, 1174, 1174.5, 1194, 1197, and 1198, in addition to provisions of the applicable Industrial Welfare Commission Wage Orders.

OFF THE CLOCK CLAIMS

Due to Employer's failure to compensate Plaintiff and other employees for the time they spent working through meal breaks, for the time they spent on pre and post shift tasks, and performing other job duties off the clock at the direction of Employer, Employer failed to pay Plaintiff and other workers for all hours worked. In addition, this failure cause Employer to fail to timely pay Plaintiff and aggrieved employees at least semi-monthly as required under California law.

Accordingly, Employer violated Labor Code §§ 200-204, 210, 216, 223, 225.5, 226, 500, 510, 558, 1174, 1174.5, 1194, 1197, and 1198, in addition to provisions of the applicable Industrial Welfare Commission Wage Orders.

INACCURATE TIME RECORDS CLAIMS

Employer failed to accurately record the hours that Plaintiff and other workers spent working because Employer failed to accurately record the time that Plaintiff and other workers spent working through their breaks, on the time they spent on pre and post shift tasks, and performing other job duties off the clock at the direction of Employer. The time records, if any, maintained by Employer are wholly inaccurate, as they do not reflect the actual hours that Plaintiff and others actually spent working. Thus, Employer's records are inaccurate with respect to the number of hours worked, and, correspondingly, the amount of wages owed to and/or paid to employees. Accordingly, Employer violated Labor Code §§ 1174 and 1174.5.

INACCURATE WAGE STATEMENT CLAIMS

Employer failed to properly maintain accurate time records and failed to provide accurate payroll records. Labor Code § 226(a) requires that wage statements display the "(1) gross wages earned, (2) total hours worked by the employee, except as provided in [Cal. Labor Code § 226(j)], (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 instance, Employer failed to pay Plaintiff and other workers for all hours worked making their wage statements inaccurate. In addition, Employer did not include its address on the wage statements. Accordingly, Employer violated Labor Code § 226 in addition to provisions of the applicable Industrial Welfare

EMPLOYMENT LAWYERS

Commission Wage Orders and is subject to a two hundred fifty dollar (\$250) civil penalty per pay period per impacted employee pursuant to Labor Code § 226.3.

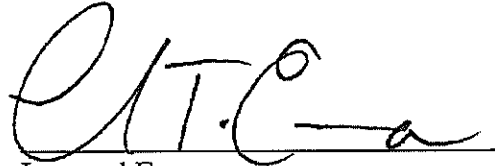
FAILURE TO REIMBURSE BUSINESS EXPENSES CLAIMS

Employer failed to reimburse and indemnify Plaintiff and other workers for required business expenses incurred by them in the discharge of their duties for Employer. Accordingly, Employer violated Labor Code § 2802.

FINAL WAGES CLAIMS

Employer failed to implement a policy and practice of paying Plaintiff and other workers all accrued wages and other compensation due immediately upon termination or within seventy-two hours of resignation, as required by the California Labor Code. As a result, Plaintiff and other workers were not paid all compensation due immediately upon termination or within seventy-two hours of resignation, as required by the California Labor Code. Accordingly, Employer violated Labor Code §§ 200-205, in addition to provisions of the applicable Industrial Welfare Commission Wage Orders.

Respectfully Submitted,
EMPLOYMENT LAWYERS



Leonard Emma

EXHIBIT D

Case Name: Lionakis

Friday, September 6, 2024

Requesting Attorneys Name:	Justin Rodriguez
E-Mail:	jrodriguez@shimodalaw.com
ILYM Contact:	Lisa Mullins
E-Mail:	Lisa@ilymgroup.com
Contact Number:	714.878.8836

Estimate For Administrative Solutions: Class & PAGA

KEY ASSUMPTIONS	
Total Number of Class Members	215
Estimated Percentage of Remails	15%
Certified Spanish Translation	Yes
ILYM Group Static Website	No
Case Duration (Years)	1

Summary Estimate: ILYM Group Fees & Expenses

Case Startup:	\$325.00
Project Management & Noticing:	\$2,155.00
Notification & Mailing:	\$665.15
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$3,189.85
Case Conclusion:	\$1,015.00

Capped ILYM Fees & Expenses: \$7,350.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Lionakis

Friday, September 6, 2024

Requesting Attorneys Name: Justin Rodriguez

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	1	\$150.00
Programming of Class Database	Hourly	\$175.00	1	\$175.00

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

Subtotal \$325.00

PROJECT MANAGEMENT & NOTICING				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	3	\$360.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	2	\$140.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	2	\$140.00
Report Processing	Hourly	\$70.00	2	\$140.00
Certified Spanish Translation	Flat Fee	\$1,250.00	1	\$1,250.00
NCOA	Flat Rate	\$50.00	1	\$50.00
Toll Free Customer Service Representative	Flat Fee	\$75.00	1	\$75.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$2,155.00

NOTIFICATION/MAILING				
Fulfillment of Notice, English only	Per Piece	\$1.50	215	\$322.50
USPS First Class Postage	Per Piece	\$0.64	215	\$137.60
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	32	\$64.50
Storage, Photocopies, Deliveries	Flat Fee	\$140.55	1	\$140.55

Subtotal \$665.15

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Lionakis

Friday, September 6, 2024

Requesting Attorneys Name: Justin Rodriguez

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	3	\$450.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	3	\$375.00
Check, Stub & Release - Print & Mail (W-2/1099)	Per Check	\$1.00	215	\$215.00
USPS First Class Postage	Per Piece	\$0.64	215	\$137.60
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.50	22	\$32.25
Preparation of Taxes	Hourly	\$120.00	4	\$480.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

*Additional Bank fees may apply

Subtotal \$3,189.85

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Project Manager Final Reporting	Hourly	\$120.00	2	\$240.00
Process Unclaimed Funds to cy pres	Flat Fee	\$550.00	1	\$550.00
Declaration	Hourly	\$125.00	1	\$125.00

Subtotal \$1,015.00

Capped ILYM Fees & Expenses: \$7,350.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT E

Shimoda & Rodriguez Law, PC Costs

Date	Description	Total
6/9/23	Payment to LWDA - PAGA Filing Fee	\$75.00
6/12/23	Certified Mail - PAGA Ltr to Employer	\$9.80
6/12/23	Administration/Copy Fee - Phone, Fax, Scan, Copying, Non-Certified/Courier Postage, Lexis Legal Research Fees	\$500.00
12/6/23	One Legal Service Fee - Civil Case Cover Sheet, Summons, Complaint Order 21766005	\$1,579.25
12/7/23	Postage-N&A	\$6.84
12/7/23	Postage - Jackson Lewis	\$6.84
12/29/23	One Legal Service Fee - Proof of Service Order 21909447	\$83.39
1/29/24	Mediation fee	\$8,250.00
3/21/24	One Legal Service Fee - notice of dissociation 22503557	\$83.39
5/21/24	One Legal Service Fee - Stip to Continue CMC	\$103.98
9/25/24	One Legal Service Fee - Case Management Statement	\$83.63
Anticipated	One Legal Service Fee - Case Management Statement	\$350.00
Anticipated	One Legal Service Fee - Preliminary Approval Motion	\$83.63
Anticipated	One Legal Service Fee - Final Approval Motion	\$350.00
Anticipated	One Legal Service Fee - Compliance Declarations	\$83.63
Anticipated	One Legal Service Fee - Notice of Entry of Judgment	\$85.50

TOTAL: \$11,734.88

Employment Lawyers Costs

Date	Description	Total
11/28/2023	LWDA Payment	\$75.00
2/13/2024	Filing of Complaint	\$1,435
2/26/2024	Service of Complaint	\$130.00
2/26/2027	Filing of POS re Complaint	\$90.00
4/19/2024	Service of Discovery	\$79.00
6/13/2024	Service on Opposing Counsel	\$70.00
6/26/2024	Notice of Related Case Lionakis	\$90.00
6/26/2024	Notice of Related Case Segrero Razo	\$90.00
10/1/2024	Filing of CMC Statement	\$95.00

TOTAL: \$2,154.00

EXHIBIT F

f CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF SAN JOAQUIN

KATLIN LIONAKIS and ARACELI
SAGRERO-RAZO, individually and on behalf of
all other similarly situated employees,

Plaintiffs,

vs.

LANGETWINS WINE COMPANY, INC., a
California Corporation; MARISSA LANGE, an
individual; and DOES 1 to 100, inclusive,

Defendants.

Case No. **STK-CV-UOE-2023-13130**

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

ATTENTION: All non-exempt employees who have worked, or continue to work, for Defendants in California from August 16, 2019, up to [REDACTED]. (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 San Joaquin County Superior Court ("Court") granting Plaintiffs' motion for preliminary approval of a Joint Stipulation Regarding Class Action PAGA Settlement and Release ("Agreement" or "Settlement") as fair, reasonable, and adequate. The Settlement was entered into between Plaintiffs Katlin Lionakis and Araceli Sagrero-Razo ("Plaintiffs" or "Class Representatives"), and Defendants LangeTwins Wine Company, Inc. and Marissa Lange ("Defendants") on behalf of Class Members as defined above. The terms of the Settlement are outlined herein. You are receiving this notice because Defendants' records indicate you fall within the definition of "Class Member." Defendants' records also indicate that you worked [REDACTED] weeks during the applicable Class Period (as defined below), 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

On December 6, 2023, this class action and Private Attorneys General Act ("PAGA") lawsuit was filed against Defendants in the San Joaquin County Superior Court of California on behalf of all Class Members. The term "Action" means this putative class action pending in San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-13130. The Class Period is August 16, 2019, to [REDACTED] (the "Class Period").

In the Action, Plaintiffs are alleging claims for unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of themselves, Class Members, and Aggrieved Employees. Plaintiffs allege that Defendants violated California law by 1) failing to pay overtime wages, 2) failing to pay minimum wages, 3) failing to provide meal periods or pay premiums in lieu thereof, 4) failing to provide rest periods or pay premiums in lieu thereof, 5) failing to provide accurate wage statements, 6) failing to pay final wages, 7) failing to pay reimbursement for expenses, 8) failing to maintain accurate wage records, 9) failing to timely pay wages, 10) failing to pay sick leave, 11) engaging in unfair competition, 12) committing PAGA violations, and (13) failing to compensate for all hours worked. Defendants have 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 settlement is the result of 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, Defendants continue to deny all allegations and claims. Defendants have 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 Aggrieved Employees, which are defined as all non-exempt employees who have, or continue to, work for Defendants in California from June 9, 2022, to [REDACTED]. If you are a Class Member, you have the opportunity to participate in the Settlement, or to exclude yourself (“opt out”) from the Settlement. This notice is to advise Class Members of how they can either participate in the Settlement or be excluded from the Settlement. As set forth below, Aggrieved Employees 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. Aggrieved Employees 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, Defendants have agreed to pay a total sum of Two Hundred Fifty Thousand Dollars (\$250,000) (“Gross Settlement Amount”). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorneys’ fees not to exceed 35% of the Gross Settlement Amount, attorneys’ costs not to exceed \$15,000, Settlement Administrator Costs estimated not to exceed \$10,000, an Enhancement Payment of \$10,000 to each Class Representative, and \$25,000 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 Defendants 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 Period. Of the \$25,000 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 Aggrieved Employees.

The number of weeks you worked during the Class 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 Aggrieved Employees’ allocations for the PAGA claim.

B. Individual Settlement Amounts and Allocation Between Class Members and Aggrieved Employees

Defendants will pay Individual Settlement Amounts through the Settlement Administrator, as described below, to each Participating Class Member and to Aggrieved Employees. 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 2/3 for disputed interest, statutory penalties, and other non-wage damages for which an IRS Forms 1099-MISC and 1099-INT will issue and 1/3 for disputed wages for which IRS Forms W-2 will issue. The PAGA Payment to Aggrieved employees will be paid as 100% for civil penalties.

Payment to Participating Class Members and Aggrieved Employees 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 Period by the total weeks worked by all Participating Class Members within the Class 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. Total weeks worked will be determined based on the total number of pay periods in which Class Members and/or Aggrieved Employees received a paycheck multiplied by 2. Each Aggrieved Employee’s share of the 25% portion 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 Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee’s individual share. The PAGA Claim Period is defined as June 9, 2022, to [REDACTED]. Defendants’ records indicate that you worked [REDACTED] weeks during the applicable PAGA Claim 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 Aggrieved Employee 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 Defendants' Records and Resolution of Workweek Disputes

For each Class Member, the amount payable will be calculated by the Settlement Administrator from Defendants' records. Defendants' records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator. Defendants' 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 Defendants' 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 Aggrieved Employees, the Agreement contains the following releases:

Class members who do not opt out will be deemed to have released [1.30 text].

Aggrieved Employees will be deemed to have released [1.31 text].

The individuals released ("Released Parties") include [1.32 text].

Class Members and/or Aggrieved Employees 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. *Lionakis, et. al. v. LangeTwins Wine Company, Inc., et al.* , STK-CV-UOE-2023-13130); (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. Aggrieved Employees 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. Lionakis, et al. v. LangeTwins Wine Company, Inc., et al.*, STK-CV-UOE-2023-13130); (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://cms.sjcourts.org/fullcourtweb/start.do>. 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 Aggrieved Employee, will release Defendants 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 Defendants in California during the Class 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 Defendants 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 10B, 180 E Weber Avenue, Stockton, California on [REDACTED] at [REDACTED] to determine whether the Agreement should be finally approved as fair, reasonable and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, the Settlement Administrator Costs, and the Enhancement Payments to the Class Representatives. 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://cms.sjcourts.org/fullcourtweb/start.do>. You can also contact Class Counsel or Defendants' 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
On behalf of Plaintiffs

Leonard Emma
EMPLOYMENT LAWYERS
1999 Harrison Street, 18th Floor
Oakland, CA 94612
Tel: (415) 362-1111
On behalf of Plaintiffs

Gabriel N. Rubin
Liam N. Gaarder Feingold
JACKSON LEWIS P.C.
50 California Street, 9th Floor
San Francisco, CA 94111
Telephone: (415) 394-9400
On behalf of Defendants

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 G

EXHIBIT H

1 EMPLOYMENT LAWYERS
2 LEONARD EMMA (SBN 224483)
lemma@employment-lawyers.com
3 1999 Harrison Street, 18th Floor
4 Oakland, CA 94612
5 Tel: (415) 362-1111
Fax: (415) 362-1112

6 Attorneys for Plaintiff
7 ARACELI SAGRERO RAZO
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1 Plaintiffs KATLIN LIONAKIS and ARACELI SAGRERO RAZO (“Plaintiffs”), on behalf of
2 themselves and all other similarly situated employees, hereby file this First Amended Complaint
3 against LANGETWINS WINE COMPANY, INC., a California Corporation; MARISSA LANGE, an
4 individual; and DOES 1 to 100, inclusive (hereinafter all collectively referred to as “Defendants”).
5 On information and belief, Plaintiffs allege the following:

6 **INTRODUCTION**

7 1. This is a class action and Private Attorneys General Act (“PAGA”) lawsuit brought by
8 Plaintiffs for failure to pay overtime wages, failure to pay minimum wages, meal period violations, rest
9 period violations, wage statement violations, waiting time penalties, failure to reimburse expenses,
10 failure to timely pay wages, failure to maintain accurate records, failure to compensate for all hours
11 worked, and unfair competition. Plaintiffs have also alleged a Private Attorneys General Act claim.

12 **JURISDICTION AND VENUE**

13 2. The San Joaquin County Superior Court has jurisdiction in this matter over the Plaintiffs
14 and similarly situated employees’ claims for unpaid wages, meal and rest period violations, interest
15 thereon, related penalties, injunctive and other equitable relief, and attorneys’ fees and costs pursuant
16 to, *inter alia*, the applicable California Industrial Welfare Commission, Wage Order, Title 8 of the
17 California Code of Regulations, Labor Code §§ 202, 203, 226, 226.7, 510, 512, 558, 1194, 1197, 1198,
18 2698-99, *et seq.*, and/or California Code of Civil Procedure section 1021.5. Jurisdiction also exists
19 pursuant to California Code of Civil Procedure section 410.10 to determine alleged violations of the
20 California Labor Code, California Business & Professions Code, and Wage Order No. 8.

21 3. This Court also has jurisdiction over the Plaintiffs’ and similarly situated employees’
22 claims for unpaid wages, meal and rest period violations, interest thereon, related penalties, injunctive and
23 other equitable relief, and attorneys’ fees and costs pursuant to, *inter alia*, the applicable California
24 Industrial Welfare Commission, Wage Order, Title 8 of the California Code of Regulations, Labor Code
25 §§ 202, 203, 226, 226.7, 510, 512, 558, 1194, 1197, 1198, 2698-99, *et seq.*, and/or California Code of
26 Civil Procedure section 1021.5.

27 4. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that
28 Defendants reside in San Joaquin County. In addition, some of the wrongful acts and violations of law

1 asserted herein occurred within San Joaquin County, and Defendants’ obligation to pay wages arose in
2 San Joaquin County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36 Cal.3d 403, 414
3 (1984).

4 5. Plaintiffs sought permission pursuant to Labor Code section 2699 *et seq.* to pursue the
5 claims set forth in this First Amended Complaint against Defendants as Private Attorneys General on
6 behalf of themselves and other Aggrieved Employees. Pursuant to Labor Code section 2699.3, Plaintiffs
7 gave written notice via online submission to the Labor and Workforce Development Agency (“LWDA”)
8 on approximately June 9, 2023, November 28, 2023, and May 15, 2024. Plaintiffs provided facts and
9 the legal basis for the claims within the notices to the LWDA on all violations asserted under the Private
10 Attorneys General Act cause of action. Plaintiffs each submitted the \$75.00 filing fee. The notice was
11 also sent via certified mail to Defendants on the same day that the notices were filed with the LWDA.
12 Plaintiffs are informed and believe that, to date, the LWDA has not provided any response to Plaintiffs’
13 notice correspondence. Accordingly, Plaintiffs are informed and believe that they have exhausted all
14 administrative remedies pursuant to the Private Attorneys General Act and may bring this action on
15 behalf of themselves and all Aggrieved Employees. *See* Cal. Labor Code § 2699.3(a)(2)(A), (c)(3);
16 *Caliber Bodyworks, Inc. v. Sup. Ct.*, 134 Cal.App.4th 365, 383 n.18, 385 n.19 (2005). Aggrieved
17 Employees includes all non-exempt employees who have, or continue to, work for Defendants in
18 California from June 9, 2022, to the present.

19 6. Plaintiff KATLIN LIONAKIS and Defendants entered into an agreement to toll the
20 statute of limitations for the claims alleged in this Complaint as of August 16, 2023. Accordingly, the
21 class period is from August 16, 2019, to the present.

22 **PARTIES**

23 7. KATLIN LIONAKIS is an individual over the age of eighteen (18) and is a resident
24 of the State of California.

25 8. ARACELI SAGRERO RAZO is an individual over the age of eighteen (18) and is a
26 resident of the State of California.

1 9. On information and belief, Plaintiffs allege, LANGETWINS WINE COMPANY,
2 INC., is now and/or at all times mentioned in this Complaint was a California Corporation and the
3 owner and operator of an industry, business and/or facility doing business in the State of California.

4 10. Plaintiffs are informed and believe, and thereupon allege, that MARISSA LANGE is
5 an individual over the age of eighteen (18) and is a resident of the State of California. Plaintiffs
6 further allege that MARISSA LANGE is an owner, director, officer, and/or managing agent of
7 LANGETWINS WINE COMPANY, INC. responsible for causing the violations outlined in the First
8 through Sixth, Eighth, through Tenth, and Twelfth causes of action. As such MARISSA LANGE is
9 individually liable pursuant to California Labor Code section 558.1.

10 11. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the
11 alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and
12 are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true
13 names and capacities of these DOE Defendants when they are ascertained. At all times mentioned
14 herein, each Defendant was the agent or employee of each of the other Defendants and was acting within
15 the course and scope of such agency or employment. The Defendants are jointly and severally liable to
16 Plaintiffs.

17 12. At all times mentioned herein, each Defendant was the agent or employee of each of the
18 other Defendants and was acting within the course and scope of such agency or employment. The
19 Defendants are jointly and severally liable to Plaintiffs.

20 13. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
21 were members of and/or engaged in a joint employment, joint venture, partnership and common
22 enterprise, and were acting within the course and scope of, and in pursuance of said joint employment,
23 joint venture, partnership and common enterprise.

24 14. Defendants, and each of them, now and/or at all times mentioned in this Complaint
25 approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

26 15. Defendants proximately caused Plaintiffs to be subjected to the unlawful practices,
27 wrongs, complaints, injuries and/or damages alleged in this Complaint.
28

CLASS ALLEGATIONS

16. Plaintiffs bring the First through Tenth and Twelfth Causes of Action on behalf of themselves and all others similarly situated as a class action pursuant to California Code of Civil Procedure section 382. The class which Plaintiffs seek to represent is composed of, and defined, as follows:

All non-exempt employees who have worked, or continue to work, for Defendants in California from August 16, 2019, to the present.

17. This action has been brought and may be properly maintained as a class action, pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-defined community of interests in the litigation and the proposed class is easily ascertainable.

(a) Numerosity: The putative class is so numerous that the individual joinder of all members is impracticable under the circumstances of this case. While the exact number of class members is unknown to Plaintiffs at this time, Plaintiffs are informed and believe that Defendants have employed fifty (50) or more individuals falling within the above stated class definition throughout the State of California during the applicable statute of limitations, who were subjected to the policies and practices outlined in this Complaint. As such, joinder of all members of the putative class is not practicable.

(b) Common Questions Predominate: Common questions of law and fact exist as to all members of the putative class and predominate over questions that affect only individual members of the class. These common questions of law and fact include, without limitation, the following:

- (1) Whether Defendants paid putative class members for all hours worked;
- (2) Whether Defendants paid all overtime wages owed;
- (3) Whether Defendants failed to correctly calculate putative class members' regular rates of pay;
- (4) Whether Defendants maintained accurate payroll records;
- (5) Whether Defendants failed to authorize and permit all meal periods;
- (6) Whether Defendants failed to authorize and permit all rest periods;

- 1 (7) Whether putative class members were required to use their personal cellphones
2 for work without reimbursement;
- 3 (8) Whether Defendants failed to timely pay wages to putative class members' in
4 accordance with Labor Code section 204;
- 5 (9) Whether Defendants maintained accurate time and payroll records for putative
6 class members;
- 7 (10) Whether as a result of Defendants' policies and practices putative class members
8 received all wages, due and owing, at the time of their termination or separation;
9 and
- 10 (11) Whether Defendants provided putative class members with wage statements that
11 complied with Labor Code section 226.

12 (c) Typicality: Plaintiffs' claims are typical of the claims of the members of the putative
13 class. The putative class also sustained damages arising out of Defendants' common
14 course of conduct in violation of the law as complained of herein. Defendants failed to
15 pay Plaintiffs and putative class members all regular and overtime wages owed, failed to
16 provide all meal and rest periods, and failed to reimburse for personal cellphone use.
17 Additionally, Defendants issued Plaintiffs and all members of the putative class wage
18 statements that did not comply with Labor Code section 226. As a result, Plaintiffs and
19 each member of the putative class will have suffered the same type of harm and seek the
20 same type of recovery based on the same legal theories.

21 (d) Adequacy: Plaintiffs will fairly and adequately protect the interests of the members of the
22 putative class. For all relevant times, Plaintiffs resided in California and worked for
23 Defendants in California. Moreover, Plaintiffs are adequate representatives of the
24 putative class as Plaintiffs have no interests that are adverse to those of putative class
25 members. Additionally, Plaintiffs have retained counsel who have substantial experience
26 in complex civil litigation and wage and hour matters.

27 (e) Superiority: A class action is superior to other available means for the fair and efficient
28 adjudication of the controversy since individual joinder of all members of the putative

class is impracticable. Class action treatment will permit a larger number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. Further, as damages suffered by each individual member of the class may be relatively small, the expenses and burden of the individual litigation would make it difficult or impossible for individual members of the class to redress the wrongs done to them, and an important public interest will be served by addressing the matter as a class action. The cost to the court system of adjudication of such individualized litigation would be substantial. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

18. 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.

GENERAL ALLEGATIONS

19. Plaintiffs incorporate by reference and re-alleges paragraphs 1 through 18 as though fully set forth herein.

20. Plaintiffs worked for Defendants as non-exempt hourly employees. Defendants failed to accurately record Plaintiffs' and similarly situated employees' hours worked. Plaintiffs and similarly situated employees were not properly paid for all hours that they spent working, including overtime hours worked despite routinely and consistently working more than 8 hours per day and 40 hours per week in violation of the California Labor Code. Defendants often manually adjusted Plaintiffs' and similarly situated employees' time records, which resulted in a failure to pay Plaintiffs and similarly situated employees for all hours worked, including time over eight (8) hours in a day and forty (40) hours in a week. Accordingly, Defendants did not pay Plaintiffs and similarly situated employees for all minimum and overtime wages they were owed. Defendants also instructed Plaintiffs and similarly situated employees to clock out before the 12-hour mark regardless of whether they continued to perform work and to work through meal and rest periods to assist Defendants' customers, including when Plaintiffs and similarly situated employees were "clocked out" for meal periods. Additionally, at the end of the season, Defendants paid out non-discretionary bonuses to employees. Although these

bonuses were earned over the course of the season, Defendants failed to make any adjustments to premium wage payments like overtime, meal and rest period premiums, and sick leave pay covering the same period. As a result, this also resulted in unpaid overtime, meal and rest period premiums and sick leave pay.

21. Defendants did not authorize and permit Plaintiffs and similarly situated employees to take all meal and rest periods owed to them because business needs took precedence, routinely interfering with what should be break periods. The company was short-staffed, and Defendants had strict deadlines for work to be completed. Plaintiffs and similarly situated employees were employed for periods of more than five hours without receiving an uninterrupted thirty (30) minute meal period. Plaintiffs and similarly situated employees did not receive an uninterrupted ten (10) minute rest period every four hours or major fraction thereof they worked. Defendants required Plaintiffs and similarly situated employees to clock out for meal periods they did not receive. If Plaintiffs and similarly situated employees did not receive a meal period, but did not clock out as instructed, Defendants would manually adjust Plaintiffs' and similarly situated employees' time. In addition, Defendants did not have a policy authorizing and permitting Plaintiffs and similarly situated employees to take second meal periods they were entitled to. Plaintiffs and similarly situated employees worked longer than ten (10) hours in a day without being provided second meal periods or third rest periods. Defendants also modified and made unauthorized adjustments to Plaintiffs' and similarly situated employees' timecards to cover up its failure to provide a first meal period before the completion of the fifth hour worked.

22. Defendants required Plaintiffs and similarly situated employees to incur expenses for work without paying reimbursement for such expenses. For instance, Defendants required Plaintiffs and similarly situated employees to use their personal cellphones to take and send/upload work related photos and communicate with management and other lab locations regarding work. Defendants did not reimburse Plaintiff or similarly situated employees for the use of their personal cellphones.

23. Defendants failed to provide Plaintiffs and similarly situated employees with accurate wage statements. The wage statements Defendants provided did not accurately itemize employees' gross and net wages, meal period premiums, rest period premiums, total hours worked, and the corresponding number of hours worked at each hourly rate. In doing so, Defendants have not only

1 failed to pay their workers the full amount of compensation due, they have, until now, effectively
2 shielded themselves from their employees' scrutiny for their unlawful conduct by concealing the
3 magnitude (e.g., the full number of hours worked) and financial impact of their wrongdoing.

4 24. At the time of Plaintiffs' and similarly situated employees' termination or separation,
5 Plaintiffs and similarly situated employees had minimum wages, overtime wages, meal and rest period
6 premiums, and paid sick leave owing to them. In addition, for the reasons described above, each pay
7 period Plaintiffs and similarly situated employees had wages they earned that were not timely paid to
8 them in accordance with Labor Code section 204.

9 25. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein,
10 Plaintiffs and similarly situated employees have sustained damages, as described above, including loss
11 of earnings for hours worked on behalf of Defendants, in an amount to be established at trial. As a
12 further direct and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiffs and
13 similarly situated employees are entitled to recover penalties/wages for failure to pay wages owed upon
14 termination (pursuant to California Labor Code §§ 201-204 and 227.3), for failure to maintain and
15 provide semimonthly itemized wage statements of hours worked and all applicable hourly rates
16 (pursuant to California Labor Code § 226 and/or 1174) in an amount to be established at trial. As a
17 further direct and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiffs
18 similarly situated employees are also entitled to recover attorneys' fees, litigation costs, restitution of ill-
19 gotten gains, and injunctive relief, pursuant to statute.

20 26. Defendant LANGETWINS WINE COMPANY, INC. identified MARISSA LANGE in
21 its filings with the California Secretary of State during the claim period as its Chief Executive Officer
22 and a Director. Plaintiff is informed and believes that MARISSA LANGE was responsible for creating
23 and electing to implement or participating in creating and electing to implement LANGETWINS WINE
24 COMPANY, INC.'s payroll and compensation policies and practices, or that MARISSA LANGE was
25 aware of such policies and practices and ratified them.

1
2 **CAUSES OF ACTION**

3 **FIRST CAUSE OF ACTION**
4 **FAILURE TO PAY OVERTIME WAGES**
5 **(Lab. Code §§ 200-204, 218.6, 512, 558, 1194, 1198; IWC Wage Orders)**
6 **(As to all Defendants)**

7 27. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 26 as though fully
8 set forth herein.

9 28. During the period Plaintiff was employed by Defendants, Defendants were required to
10 compensate Plaintiff at one and one-half (1½) times the regular rate of pay for hours worked in excess of
11 eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for
12 hours worked in excess of twelve (12) hours per day. *See, e.g.*, IWC Wage Order No. 8, section (3)(A);
13 Cal. Lab. Code §§ 510, 1194.

14 29. Plaintiffs and similarly situated employees worked in excess of eight (8) hours per day
15 and/or forty (40) hours per week on several occasions while employed by Defendants. However,
16 Defendants failed to compensate Plaintiffs and similarly situated employees for all overtime hours they
17 worked at the correct rate of pay. Defendants violated Labor Code §§ 200, *et seq.*, 204, 510, 1194, and
18 1198 and IWC Wage Orders when they failed to pay Plaintiffs and similarly situated employees the
19 proper overtime rate for work performed in excess of 8 hours per day and/or for work performed in
20 excess of 40 hours per week, within the time frame set forth under the law. By requiring Plaintiffs and
21 similarly situated employees to work off-the-clock, Defendants violated these same provisions. As a
22 consequence for violating Labor Code §§ 510, 1194, 1198, and IWC Wage Orders, Defendants are
23 liable to Plaintiffs and similarly situated employees for unpaid overtime wages

24 30. Plaintiffs and similarly situated employees were not exempt from overtime protections
25 employees under the California Wage Orders and Labor Code.

26 31. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees
27 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
28 the extent pertinent as if set forth here in full.

SECOND CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
(Lab. Code §§ 1194, 1197.1)
(As to all Defendants)

32. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 31 as though fully set forth herein.

33. For the period preceding the filing of this Complaint, Defendants were required to compensate Plaintiffs and similarly situated employees with at least California's applicable minimum for every hour worked. See MW-Order 2019; IWC Wage Order, No. 8, section 4(A); Cal. Lab. Code §§ 1194, 1197.1. Defendants failed to pay Plaintiffs and similarly situated employees for all time they spent working for Defendants.

34. Plaintiffs and similarly situated employees were not exempt from the State's Minimum Wage Order. Defendants were aware of their obligation to pay the minimum wage for each hour worked but failed to do so.

35. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(Lab. Code §§ 226.7, 512; IWC Wage Orders)
(As to all Defendants)

36. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 35 as though fully set forth herein.

37. An employer must provide an employee a meal period in accordance with the applicable Wage Order, and California Labor Code sections 226.7 and 512.

38. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 8, section 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30) minutes for each work period of more than five (5) hours.

39. California Labor Code section 512 and Wage Order No. 8 section 11(B) further provide that employers may not employ employees for a work period for more than ten (10) hours per day

1 without providing the employee with a second meal period of at least thirty (30) minutes. However, if
2 the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long
3 as there was no waiver as to the first meal period. Employees are entitled to one (1) hour of pay at their
4 regular rate of compensation for each meal period not provided.

5 40. Defendants employed Plaintiffs and similarly situated employees for periods of more
6 than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal period
7 of at least thirty (30) minutes when Plaintiffs and similarly situated employees worked more than ten
8 (10) hours in a day. Defendants also failed to allow Plaintiffs and similarly situated employees to take
9 their first meal period before the completion of their fifth hour of work and failed to allow Plaintiffs and
10 similarly situated employees to take their second meal period before the completion of their tenth hour
11 of work. Plaintiffs and similarly situated employees did not waive their rights to all meal periods
12 throughout their employment.

13 41. Despite Plaintiffs and similarly situated employees routinely missing their meal periods
14 or having to take short or interrupted meal periods in order to complete their work, Defendants did not
15 pay Plaintiffs and similarly situated employees all applicable meal period premiums at the correct rate
16 for such missed meal breaks.

17 42. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees
18 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
19 the extent pertinent as if set forth here in full.

20 **FOURTH CAUSE OF ACTION**
21 **REST PERIOD VIOLATIONS**
22 **(Lab. Code § 226.7; IWC Wage Orders)**
(As to all Defendants)

23 43. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 42 as though fully
24 set forth herein.

25 44. An employer must provide an employee a rest period in accordance with the applicable
26 Wage Order and California Labor Code section 226.7.

1 45. California Labor Code section 226.7 and Wage Order No. 8, section 12(A) require an
2 employer to provide a rest period of not less than ten (10) minutes for each work period of more than
3 four (4) hours or a major fraction thereof.

4 46. Plaintiff alleges that Defendants routinely failed to authorize and permit Plaintiffs and
5 similarly situated employees to take paid rest periods of at least ten (10) minutes for each work period
6 that they worked more than four (4) hours or a major fraction thereof by requiring them to work through
7 rest periods. Additionally, Defendants required Plaintiffs and similarly situated employees to work for
8 shifts of more than ten (10) hours without a timely third rest period.

9 47. Defendants further failed to pay Plaintiffs and similarly situated employees all applicable
10 rest period premiums at the correct rate for any such missed rest periods.

11 48. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees
12 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
13 the extent pertinent as if set forth here in full.

14 **FIFTH CAUSE OF ACTION**
15 **WAGE STATEMENT VIOLATIONS**
16 **(Lab. Code §§ 226(e), 226.3)**
17 **(As to all Defendants)**

18 49. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 48 as though fully
19 set forth herein.

20 50. Pursuant to California Labor Code section 226(a), an employer must provide an itemized
21 statement to an employee, semimonthly or at the time of each payment of wages, showing:

22 *(1) gross wages earned, (2) total hours worked by the employee, except for*
23 *any employee whose compensation is solely based on a salary and who is*
24 *exempt from payment of overtime under subdivision (a) of Section 515 or*
25 *any applicable order of the Industrial Welfare Commission, (3) the*
26 *number of piece-rate units earned and any applicable piece rate if the*
27 *employee is paid on a piece-rate basis, (4) all deductions, provided that*
28 *all deductions made on written orders of the employee may be aggregated*
and shown as one item, (5) net wages earned, (6) the inclusive dates of the
period for which the employee is paid, (7) the name of the employee and
the last four digits of his or her social security number or an employee
identification number other than a social security number, (8) the name
and address of the legal entity that is the employer and, if the employer is
a farm labor contractor, as defined in subdivision (b) of Section 1682, the
name and address of the legal entity that secured the services of 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. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

51. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an itemized statement or failed to provide an accurate and complete itemized statement showing the requirements set forth in California Labor Code section 226(a). The paystubs Defendants issued did not itemize the total hours worked, accurate regular and overtime rates of pay, accurate missed meal and rest period premiums owed, accurate paid sick time owed, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, and accurate gross and net wages earned. Plaintiffs and similarly situated employees were not able to promptly and easily determine all information required to be stated under Labor Code section 226(a) from their paystubs alone. Additionally, Plaintiffs and similarly situated employees suffered confusion over whether they received all wages owed and were prevented from effectively challenging information on their wage statements.

52. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

SIXTH CAUSE OF ACTION
WAITING TIME PENALTIES
(Lab. Code §§ 201-204)
(As to all Defendants)

53. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 52 as though fully set forth herein.

54. An employer must pay an employee who is terminated all unpaid wages immediately upon termination. See Cal. Lab. Code § 201.

55. An employer must pay an employee who resigns all unpaid wages within seventy-two (72) hours of their resignation. See Cal. Lab. Code § 202.

1 56. Plaintiffs and similarly situated employees did not receive all wages, including minimum
2 and overtime wages, meal and rest period premiums, or all sick leave pay owed at their termination or
3 within the required time after their separation from employment.

4 57. An employer who willfully fails to pay an employee wages in accordance with California
5 Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30)
6 days. *See* Cal. Lab. Code § 203.

7 58. Defendants knew of their obligation to pay Plaintiffs' and similarly situated employees'
8 their final wages when their employment terminated. Indeed, Defendants had knowledge of the hours
9 that Plaintiffs and similarly situated employees were working, modifications being made to their time
10 records, and meal periods that were not received. In addition, Defendants had knowledge employees
11 were receiving additional non-discretionary remuneration, such as bonuses, in addition to their basic
12 hourly rate that were not included in the regular rate of pay for premium pay purposes. Such conduct
13 shows Defendants had knowledge of earned, but unpaid wages at the time of separation, yet failed to
14 pay the full value of the remaining wages owed.

15 59. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees
16 have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by
17 thirty (30) days for Defendants' failure to pay all wages due.

18 **SEVENTH CAUSE OF ACTION**
19 **UNFAIR COMPETITION**
20 **(Bus. & Prof. Code § 17200 *et seq.*)**
 (As to Defendant LANGETWINS WINE COMPANY, INC. and DOES 1 to 100)

21 60. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 59 as though fully
22 set forth herein.

23 61. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act
24 or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1
25 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See*
26 California Business and Professions ("B&P") Code § 17200.

27 62. Plaintiffs and similarly situated employees were not paid all wages owed, including
28 minimum and overtime wages, meal and rest premiums, phone reimbursement, and paid sick time.

63. Plaintiff further alleges that such actions and/or conduct constitute a violation of the California Unfair Competition Law (“UCL”) (Business and Professions Code 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

64. As a direct and legal result of the Defendants’ conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiffs and similarly situated employees are entitled to restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code sections 17203, 17208, violations of California Labor Code sections 226.7, 246, 510, 512, and 2802 all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

EIGHTH CAUSE OF ACTION
FAILURE TO REIMBURSE EXPENSES
(Lab. Code §2802)
(As to all Defendants)

65. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 64 as though fully set forth herein.

66. California 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.”

67. Defendants required Plaintiffs and similarly situated employees to use their personal cellphones as described above but failed to reimburse them for such use.

68. As a proximate result of Defendants’ conduct, Plaintiffs and similarly situated employees have been damaged as stated in the section below entitled “DAMAGES,” which is incorporated here to the extent pertinent as if set forth here in full.

NINTH CAUSE OF ACTION
FAILURE TO TIMELY PAY WAGES
(Lab. Code §§ 201, 201.3, 202, 204.1, 204.2)
(As to all Defendants)

69. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 68 as though fully set forth herein.

70. 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 paying Plaintiffs and similarly situated employees for wages earned between the 1st and 15th and between the 16th and last day of the month beyond the maximum time allowed under the statute.

71. As a proximate result of Defendants’ conduct, Plaintiffs and similarly situated employees have been damaged as stated in the section below entitled “DAMAGES,” which is incorporated here to the extent pertinent as if set forth here in full.

TENTH CAUSE OF ACTION
FAILURE TO MAINTAIN ACCURATE RECORDS
(Lab. Code §§ 1174, 1174.5)
(As to all Defendants)

72. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 71 as though fully set forth herein.

73. Labor Code section 1174 requires employers to preserve and keep accurate employee time and payroll records for at least three years and to keep a record of the names and addresses of all current employees. Defendants failed to maintain the accurate records required by law and, instead, maintained incomplete, inaccurate records regarding Plaintiffs and similarly situated employees wage records and hours worked.

74. Plaintiff and similarly situated employees were injured by Defendants’ failure to maintain accurate records because, as alleged above, Plaintiff and similarly situated employees were not paid for all hours worked and did not receive proper compensation for all overtime hours worked, and thus suffered monetary damages due to Defendants’ policies described above.

1 75. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees
2 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
3 the extent pertinent as if set forth here in full.

4
5 **ELEVENTH CAUSE OF ACTION**
6 **PRIVATE ATTORNEYS GENERAL ACT**
7 **(Lab. Code § 2698 et seq.)**
8 **(As to all Defendants)**

9 76. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 75 as though fully
10 set forth herein.

11 77. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the
12 following provisions of the Labor Code in their dealings with him and other similarly situated current
13 and former employees:

- 14 • Violation of Labor Code §§ 510, 1194; IWC Wage Order 8, § 3 (Failure to Pay
15 Overtime Wages)
- 16 • Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 8, § 4 (Failure to Pay
17 Minimum Wages)
- 18 • Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage
19 Statements)
- 20 • Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- 21 • Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of
22 Work in Any Industrial Welfare Commission Order)
- 23 • Violation of Labor Code §§ 226.7, 512; IWC Wage Order 8, §§ 11(A) and 11(B)
24 (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- 25 • Violation of Labor Code § 226.7; IWC Wage Order 8, § 12(A) (Failure to Provide
26 Rest Periods or Pay Premiums in Lieu Thereof)
- 27 • Violation of Labor Code § 226.3, 1174 (Failure to Maintain Accurate Records)
- 28 • Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)
- Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)

- Violation of Labor Code §§ 204, 210 (Untimely Payment of Wages)

78. Plaintiff seeks civil penalties against Defendants as provided in the Labor Code, or, if no civil penalty is provided, default penalties pursuant to Labor Code section 2699(f)(2).

79. Plaintiff seeks these civil penalties from Defendants pursuant to Labor Code sections 2699(a) and 2699.3.

TWELFTH CAUSE OF ACTION
FAILURE TO COMPENSATE FOR ALL HOURS WORKED
(Lab. Code §§ 200-204, 216, 225.5, 226, 500, 510, 558, 1197, 1198)
(As to all Defendants)

80. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 79 as though fully set forth herein.

81. Defendants were required to compensate Plaintiffs and similarly situated employees for all hours worked pursuant to the applicable Industrial Welfare Commission Wage Order and Labor Code §§ 200-204, 216, 225.5, 500, 510, 558, 1197, and 1198.

82. Plaintiffs and similarly situated employees routinely performed work for Defendants “off-the-clock” which resulted in Defendants underpaying Plaintiffs and similarly situated employees because they did not accurately record the hours that Plaintiffs and similarly situated employees spent working.

83. Defendants refused to compensate Plaintiffs and similarly situated employees for some and/or all of the wages earned (including overtime and minimum wages), in violation of the applicable California Wage Order, Title 8 of the California Code of Regulations and the California Labor Code.

84. At all relevant times, Defendants were aware of, and were under a duty to comply with the wage and overtime provisions of the California Labor Code, including, but not limited to California Labor Code §§ 200-204, 216, 225.5, 500, 510, 558, 1197, and 1198. Plaintiffs and similarly situated employees have been deprived of their rightfully earned compensation as a direct and proximate result of Defendants’ failure and refusal to pay said compensation. Plaintiffs and similarly situated employees are entitled to recover compensation for all hours worked, in addition to reasonable attorney’s fees and costs of suit.

85. As a direct and proximate result of Defendants’ unlawful conduct, as set forth herein, Plaintiffs and similarly situated employees have sustained damages, including loss of earnings for hours worked, including overtime hours worked, on behalf of Defendants, in an amount to be established at trial,

and are entitled to recover attorneys' fees and costs of suit.

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
3. As to the Second Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
 - d. Liquidated damages pursuant to California Labor Code section 1194.2;
4. As to the Third Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
5. As to the Fourth Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
6. As to the Fifth Cause of Action:
 - a. Penalties as provided for in Labor Code section 226, including the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which the violation occurred and one hundred dollars (\$100.00) per employee for each

- 1 violation in the subsequent pay periods, but not to exceed four thousand dollars
2 (\$4,000.00);
- 3 b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section
4 226(e);
- 5 7. As to the Sixth Cause of Action:
- 6 a. Penalties as provided in Labor Code section 203, including each former
7 employee's daily rate of pay multiplied by 30 days;
- 8 8. As to the Seventh Cause of Action:
- 9 a. Restitution for unpaid wages as proven at trial;
10 b. For interest as provided by law;
11 c. For declaratory and injunctive relief as provided by law;
12 d. For attorney's fees and costs as provided by law;
- 13 9. As to the Eighth Cause of Action:
- 14 a. For unreimbursed expenses in an amount to be proven at trial;
15 b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);
- 16 10. As to the Ninth Cause of Action:
- 17 a. For any initial violations, \$100 for each failure to pay each employee;
18 b. For each subsequent violation or any willful or intentional violations \$200 for
19 each failure to pay each employee, plus 25 percent of the amount unlawfully
20 withheld;
- 21 11. As to the Tenth Cause of Action:
- 22 a. For civil penalties of \$500 per employee pursuant to Labor Code section 1174.5;
23 b. For civil penalties of \$250 per employee per violation in an initial citation and
24 \$1,000 per employee for each violation in a subsequent citation.
- 25 12. As to the Eleventh Cause of Action:
- 26 a. For civil penalties as provided for in the Labor Code for each enumerated
27 violation;
28

- b. For those Labor Code sections, the violation of which there is no civil penalty provided, the default penalty provided in Labor Code section 2699(f): for any initial violation, one hundred dollars (\$100) for each aggrieved employee per pay period; For any subsequent violation, two hundred dollars (\$200) for each aggrieved employee per pay period;
- c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
- d. For any other remedies as allowed by law and/or deemed appropriate by the Court;

13. As to the Twelfth Cause of Action:

- a. Wages in an amount to be proven at trial;
- b. Attorney's fees, costs and interest and provided by law;

14. For such other and further relief as this Court may deem just and proper, including, but not limited to:

- a. Wages as proved at trial;
- b. Injunctive and Declaratory relief;
- c. Attorney's fees and costs as provided for by law; and
- d. Interest.

Dated: _____

Shimoda & Rodriguez Law, PC

By: _____

Galen T. Shimoda
Justin P. Rodríguez
Renald Konini
Attorneys for Plaintiff KATLIN LIONAKIS

Dated: _____

EMPLOYMENT LAWYERS

By: _____

Leonard Emma
Attorneys for Plaintiff ARACELI
SAGRERO RAZO

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7 Attorneys for Plaintiff KATLIN LIONAKIS
individually and on behalf of similarly situated employees
8
9

10 **SUPERIOR COURT OF CALIFORNIA**

11 **FOR THE COUNTY OF SAN JOAQUIN**

12 KATLIN LIONAKIS, individually and on
13 behalf of all other similarly situated
14 employees,

15 Plaintiffs,

16 vs.

17 LANGETWINS WINE COMPANY, INC., a
18 California Corporation; MARISSA LANGE,
an individual; and DOES 1 to 100, inclusive,

19 Defendants.
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Case No. STK-CV-UOE-2023-13130

*Assigned for All Purposes to Hon. Blanca Banuelos
Department 10B*

CLASS ACTION

**[PROPOSED] ORDER GRANTING MOTION
FOR PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date:

Time: 9:00 a.m.

Dept.: 10B

Judge: Hon. Blanca Banuelos

Filed: December 6, 2023

Trial Date: None Set

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”) in the
3 above referenced case came before this Court, on _____ at 9:00 a.m., in Department 10B
4 before the Honorable Blanca Banuelos, presiding. Plaintiff Katlin Lionakis (“Plaintiff Lionakis”) filed
5 this putative class action on December 6, 2023. Araceli Sagrero-Razo (“Plaintiff Sagrero-Razo”) filed
6 a related class action Complaint in San Joaquin County Superior Court, Case No. STK-CV-UOE-
7 2024-1676, on February 13, 2024. Plaintiff Lionakis and Plaintiff Sagrero-Razo (sometimes
8 collectively referred to as “Plaintiffs”) and Defendants LangeTwins Wine Company, Inc., and Marissa
9 Lange (“Defendants”) (Plaintiffs and Defendants sometimes collectively referred to as the “Parties”)
10 have entered into a global resolution of the claims alleged in both lawsuits. Plaintiffs allege that
11 Defendants violated California law by failing to pay overtime wages, failing to pay minimum wages,
12 failing to pay for all hours worked, failing to provide meal or pay premiums in lieu thereof, failing to
13 provide rest periods or pay premiums in lieu thereof, failing to provide accurate wage statements,
14 waiting time penalties, engaging in unfair competition, failing to reimburse expenses, failing to timely
15 pay wages, and failing to maintain accurate records. Plaintiffs have also alleged Defendants are liable
16 for civil penalties under the Private Attorney’s General Act (“PAGA”) based on these violations.
17 Plaintiffs sought attorneys’ fees and costs as part of this Action. Defendants denied all of Plaintiffs’
18 claims and denied that this case was appropriate for class treatment. No class has been certified.

19 The Parties have agreed to settle the class and PAGA claims. Defendants will provide
20 monetary consideration in exchange for a release of claims consistent with the terms of the proposed
21 settlement as set forth in the Joint Stipulation Regarding Class Action and PAGA Settlement and
22 Release (“Agreement” or “Settlement”). The Parties have also agreed to Plaintiffs filing a First
23 Amended Complaint in this case that will effectively consolidate the facts, claims, parties, and causes
24 of action from the Sagrero-Razo lawsuit into this proceeding. The proposed First Amended Complaint
25 will become the operative complaint in this action.

26 Any capitalized terms herein shall have the same meaning as set forth in the Agreement. The
27 Court, having received and considered Plaintiff’s Motion for Preliminary Approval of Class Action
28

1 and PAGA Settlement, the declarations in support, the Agreement, the proposed Notice of Settlement,
2 and other evidence, HEREBY ORDERS AND MAKES DETERMINATIONS AS FOLLOWS:

3 **I. PRELIMINARILY CERTIFYING A SETTLEMENT CLASS; APPOINTMENT OF**
4 **CLASS REPRESENTATIVES; APPOINTMENT OF CLASS COUNSEL**

5 The Court finds that certification of the following class for settlement purposes only is
6 appropriate under the California Code of Civil Procedure and related case law:

7 All non-exempt employees who have worked, or continue to work, for
8 Defendants in California from August 16, 2019, through July 9, 2024.

9 The Court recognizes that the foregoing definition is for Class Member identification purposes
10 only and is not intended to capture the claims at issue or limit or alter the released claims under the
11 Agreement.

12 The Court finds that Class Members meet the ascertainability and numerosity requirements since
13 the parties can identify with a matter of certainty, based on payroll records, individuals who fall within
14 the definition and the number of Class Members would make joinder impractical. The commonality and
15 predominance requirements are met for settlement purposes since there are questions of law and fact
16 common to Class Members. The common questions of law or fact in this case all stem from Plaintiffs'
17 contentions that Defendants caused the violations outlined above by 1) manually adjusting class
18 members' hours worked to shave off hours and deduct time for meal periods that were not taken,
19 resulting in unpaid minimum and overtime wages, 2) requiring class members to work off the clock by,
20 for example, making them clock out before the twelve (12) hour of work regardless of whether they
21 continued to perform work, 3) failing to correctly calculate class members' regular rates of pay for
22 overtime premiums, meal and rest premiums, and sick pay when nondiscretionary bonuses were earned,
23 4) failing to provide legally compliant meal periods due to understaffing that resulted in late meal
24 periods, short meal periods, and requiring class members to clock out for lunches they did not receive, 5)
25 failing to provide all rest periods, 6) failing to reimburse necessary expenses for work, such as personal
26 cellphone use, and 7) failing to provide adequate sick leave accrual rates. The PAGA, waiting time
27 penalty, wage statement violation, and unfair competition claims also derive from these violations.
28 Additionally, Class Members seek the same remedies under state law. The typicality requirement for

1 settlement purposes is also satisfied since the claims of the Class Representatives are based on the same
2 facts and legal theories as those applicable to the Class Members.

3 The Court also finds that preliminarily and conditionally certifying the settlement class is
4 required to avoid each Class Member from litigating similar claims individually. This Settlement will
5 achieve economies of scale for Class Members with relatively small individual claims and conserve the
6 resources of the judicial system.

7 The Court finds that Katlin Lionakis and Araceli Sagrero-Razo and their counsel, Galen T.
8 Shimoda, Justin P. Rodriguez, Renald Konini of Shimoda & Rodriguez Law, PC, and Leonard Emma of
9 Employment Lawyers to be adequate representatives of the settlement class. The Court appoints them
10 as Class Representatives and Class Counsel, respectively.

11 **II. PRELIMINARILY APPROVING CLASS ACTION AND PAGA SETTLEMENT**

12 The Court has reviewed the Agreement, which was submitted with Plaintiff's Motion as Exhibit
13 A. The Court finds, on a preliminary and conditional basis, that the Settlement is fair, reasonable, and
14 adequate and falls within a range of reasonableness for a settlement that could ultimately be given final
15 approval by this Court. The Court finds the Settlement was agreed upon only after extensive
16 investigation, litigation, and arms-length negotiations by counsel experienced in complex litigation, who
17 took reasonable steps and measures to weigh the potential value of the disputed claims against the risks
18 of continued litigation. The Court also acknowledges that Class Members may present any objections to
19 the Settlement at a fairness hearing approved by this Court or opt-out of being bound by the
20 preliminarily approved Agreement. The Court preliminarily approves the Agreement and all terms
21 therein as if stated here in full, including the \$250,000 Gross Settlement Amount.

22 The Court orders that Katlin Lionakis and Araceli Sagrero-Razo will receive \$10,000 each as a
23 Class Representative Enhancement Payment in addition to any amount Plaintiffs may be entitled to
24 under the Agreement's pro rata distribution formula for Plaintiffs' time and effort on behalf of Class
25 Members in addition to their execution of a release of claims beyond the release Class Members are
26 subject to.

27 The Court orders and approves ILYM Group, Inc. to act as the Settlement Administrator in this
28 case. The Settlement Administrator will take its fees out of the Gross Settlement Amount, which fees

are not to exceed \$10,000. Any difference between the actual cost of the Settlement Administrator and the approved payment will be redistributed to Participating Class Members on a pro-rata basis.

The Court finds that an award of fees under the common fund doctrine may be appropriate in this case because there is a sufficiently identifiable class of beneficiaries (*i.e.* Class Members), the benefits that Plaintiffs and Class Counsel were able to negotiate on behalf of Class Members can be accurately traced as set forth in the Agreement, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific, lump-sum percentage of the Gross Settlement Amount. *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.”). The Court finds the attorneys’ fees request of thirty-five percent (35%) of the Gross Settlement Amount, *i.e.* \$87,500, to be appropriate compensation for Class Counsel. The attorneys’ fees request is within the range that has been approved by other Courts in similar cases and is reasonable in light of the circumstances of this case, the substantial and beneficial results obtained on behalf of Class Members, and the contingent nature of the recovery over the course of this case, which included potential loss at summary judgment, certification, and/or trial proceedings. Additionally, the Court orders that up to \$15,000 of the settlement proceeds will be paid to Class Counsel for reasonable costs incurred in this case. Any difference between the actual costs incurred and the \$15,000 shall be paid to the Participating Class Members on a pro-rata basis.

The Court approves of the Twenty-Five Thousand Dollars (\$25,000) PAGA Payment, which shall be paid from the Gross Settlement Amount, not in addition to the Gross Settlement Amount, to resolve the alleged PAGA claims. Seventy-Five percent (75%) of the PAGA Payment will be paid to the Labor and Workforce Development Agency (“LWDA”) and Twenty-Five percent (25%) will be paid to Aggrieved Employees on a pro rata basis as described in the Agreement. The Court also finds that the Agreement provides a recovery that creates an effective, substantial deterrent to any potential future non-compliance, furthering the purpose of the Labor Code and LWDA.

The Court approves of the identified *cy pres* beneficiaries and distribution plan wherein any checks issued to Participating Class Members and/or Aggrieved Employees that are not cashed by the

1 deadline to do so shall be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for
2 Workers' Rights. *See In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 718 (2006). No portion of the
3 Gross Settlement Amount will revert to Defendants for any reason.

4 The releases and waivers for Class Members who do not opt out of being bound by the
5 Agreement (*i.e.* Participating Class Members), Aggrieved Employees, and the Class Representatives are
6 also approved by the Court as set forth in the Agreement.

7 Plaintiff is granted leave to file the First Amended Complaint attached as Exhibit 1 to the
8 Agreement. The First Amended Complaint shall be filed and served upon Defendants within fourteen
9 (14) calendar days of this order being signed.

10 **III. APPROVAL OF THE NOTICE OF SETTLEMENT AND METHOD FOR**
11 **DISTRIBUTING THE NOTICE OF SETTLEMENT**

12 The Court finds that the proposed Notice of Settlement, filed with the Motion as Exhibit A and
13 incorporated by reference, fairly and adequately advises Class Members of the terms of the Agreement,
14 the rights being waived, their right to opt out, the ability to dispute the number of workweeks worked
15 during the Class Period, their pro rata share of the Net Settlement Amount, how to participate in the
16 settlement, how to file documentation in opposition to the proposed settlement, and when to appear at
17 the fairness hearing to be conducted on the date set forth below. The Court further finds that the Notice
18 of Settlement and proposed distribution of such notice by first class mail to each identified Class
19 Member at his or her most recent address based on a National Change of Address database search from
20 the Class Members' last known address and a skip trace on any Class Members who have the Notice of
21 Settlement returned as "undeliverable" or "not at this address" comports with all constitutional
22 requirements, including those of due process.

23 The Court also finds that because there is a strong interest in providing Class Members the
24 opportunity to participate in the settlement, along with the parties' efforts to minimize any intrusion of
25 privacy rights, the sharing of employment information as set forth in the Agreement is not a serious
26 intrusion on their privacy rights. Hence, the Court orders Defendants to provide Class Member
27 information to the Settlement Administrator as set forth in the Agreement and any other information the
28 Settlement Administrator needs to effectuate notice to Class Members and Aggrieved Employees. The

Class Member information will be provided to the Settlement Administrator only, and not to Plaintiffs or Class Counsel, as contemplated within the Agreement and approved by this Order. The Settlement Administrator shall only use this information for the purposes identified in the Agreement and shall keep this information confidential consistent with the terms of the Agreement.

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 Defendants to provide Settlement Administrator with Class Member and Aggrieved Employee information	Within 14 calendar days after the Preliminary Approval Date
Last day for Settlement Administrator to complete NCOA search, update Class Member and Aggrieved Employee mailing information, and mail Notice of Settlement	Within 14 calendar days after the Settlement Administrators' receipt of Class Members' information from Defendants
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 Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendants' Counsel	Within 7 calendar days after the Effective Date
Last day for Defendants to fund settlement	Within 21 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 Aggrieved Employees	Within 7 calendar days after Defendants have funded the settlement
Last day for Participating Class Members and Aggrieved Employees to cash settlement checks	180 calendar days after issuance of checks to Participating Class Members and Aggrieved Employees
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

V. FINAL APPROVAL AND HEARING

The Court hereby grants Plaintiff's Motion and sets final approval hearing on the proposed date of _____, at 9:00 a.m., with briefs and supporting documentation to be submitted according to the California Code of Civil Procedure, in this Department. Participating Class Members may object as set forth in the Agreement as well as appear and present such objections at the fairness hearing in person or by counsel.

If for any reason the Court does not grant final approval of the Agreement, all evidence and proceedings held in connection therewith shall be without prejudice to the status quo and rights of the parties to the litigation, including all challenges to personal jurisdiction and to class certification for any purpose other than approving a settlement class. The parties will revert to their respective positions as if no settlement had been reached at all.

IT IS SO ORDERED.

Date: _____

By: _____

Judge of the Superior Court