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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN THE COUNTY OF LOS ANGELES

DEE LAWRENCE, individually and on
behalf of all others similarly situated and
aggrieved,

Plaintiff,

v.

DEPENDABLE HIGHWAY EXPRESS,
INC., a California Corporation; and DOES
1-100, inclusive,

Defendants.

Case No. 23STCV07501

Assigned for all purposes to:
Hon. David S. Cunningham
Dept. SSC-11

**DECLARATION OF NIKKI TRENNER IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: January 28, 2026
Time: 9:00 a.m.
Dept.: SSC-11

1 I, NIKKI TRENNER, declare as follows:

2 1. I am an attorney duly licensed to practice in California and before this Court, and I
3 am a partner with Crosner Legal, P.C., counsel of record for Plaintiff in the above-captioned matter.
4 If called to testify as to the facts within, I would and could competently do so.

5 2. Attached hereto as Exhibit 1 is a true and correct copy of the Parties' Class and
6 Representative PAGA Action Settlement Agreement (the "Agreement"). Attached hereto as
7 Exhibit 2 is a redline of the Agreement showing changes made from the LASC Model Agreement.
8 Attached hereto as Exhibit 3 is a true and correct copy of the proposed Class Notice. Attached
9 hereto as Exhibit 4 is a true and correct copy of former Plaintiff Frank Brazil's PAGA Notice Letter
10 and proof of submission to the LWDA. Attached hereto as Exhibit 5 is a true and correct copy of
11 Plaintiff Lawrence's PAGA notice letter and proof of submission to the LWDA. Attached hereto
12 as Exhibit 6 is a true and correct copy of proof of submission of the operative complaint to the
13 LWDA. Attached hereto as Exhibit 7 is proof of submission of the proposed settlement to the
14 LWDA via its online portal.

15 3. I am unaware of any other pending cases that would overlap with this case in any
16 way so the proposed class and the claims being resolved.

17 **CROSNER LEGAL'S QUALIFICATIONS**

18 4. I graduated from Trinity Law School in 2017 and joined Mara Law Firm, PC
19 (formerly The Turley and Mara Law Firm, APLC) that same year. I later joined Crosner Legal in
20 2020 and am currently employed as a senior associate in the wage and hour department. I have
21 solely handled wage and hour class actions and PAGA lawsuits for six (6) years. I routinely write
22 and oppose motions, draft complaints, appear before the Court at law and motion and settlement
23 hearings, engage in the discovery process, including drafting Belaire-West notices and meet and
24 confer letters.

25 5. I have obtained class certification in the following matters: *Hernandez v. Aviation*
26 *Port Services, LLC*, Kern County Superior Court Case No. BCV-18-100141. I have also assisted
27 in obtaining millions of dollars for employees in the following court-approved class action and/or
28 representative PAGA settlements: *Michael Campbell, et al. v. Symons Emergency Specialities*,

1 *Inc.*, San Bernardino County Superior Court Case No. CIVDS1903158; *Amber Collins v.*
2 *Danbarb, Inc., et al.*, Los Angeles County Superior Court Case No. 20STCV44190; *Michael*
3 *Elridge v. LA Downtown Medical Center, LLC, et al.*, Los Angeles County Superior Court Case
4 No. 20STCV05951; *Anthony Leon, et al. v. Sierra Aluminum Company, et al.*, San Bernardino
5 County Superior Court Case No. CIVDS2010856; *Elaine Moyal v. Cabinets To Go, LLC*, Los
6 Angeles County Superior Court Case No. 20STCV32477; *Genevieve Rangel v. Bassett Direct*
7 *NC, LLC*, Orange County Superior Court Case No. 30-2018-01040101-CU-OE-CXC; *Jacob Buys*
8 *v. Sizewise Rentals, Inc., et al.*, Sacramento County Superior Court Case No. 34-2018-00225848-
9 CU-OE-GDS; *Alejandro Valencia v. VM Tree Service, Inc., et al.*, Riverside County Superior
10 Court Case No. RIC1819395; *Joshua Rael v. Intercontinental Hotels Group Resources, Inc.*, Los
11 Angeles County Superior Court Case No. 19STCV16010; *Angel Cervantez v. Valley Pallet, Inc.*,
12 Sacramento County Superior Court Case No. 34-2018-00234334-CU-OE-GDS; *Tonja Edwards-*
13 *Bloodsaw v. Sandburst Convalescent Group, LTD, et al.*, Los Angeles Superior Court Case No.
14 19STCV15797; *Moriah Holtegaard, et al. v. Howroyd-Wright Employment Agency, Inc. dba*
15 *AppleOne Corporation Services, et al.*, Central District Court of California, Eastern Division,
16 Case No. 5:20-cv-00509 JGB (KKx); *Jade Findley, et al. v. Avenue5 Residential, LLC, et al.*, Los
17 Angeles County Superior Court Case No. 20STCV34633; *Keivan Keyhanzad v. Ryan Cars, LLC*
18 *dba Pomona Kia, et al.*, Riverside County Superior Court Case No. RIC1905276; *Luis Bolanos*
19 *v. FSC Corporation dba Il Pastaio Restaurant, et al.*, Los Angeles County Superior Court Case
20 No. BC722758; *Loretta Cannon v. Pasadena Hospital Association, LTD dba Huntington*
21 *Hospital*, Los Angeles County Superior Court Case No. 19STCV14554; *Nathan Kapusta v.*
22 *Cardinale Motors SLO, Inc., et al.*, Kern County Superior Court Case No. BCV-20-101593; and
23 *Jesse McCauley v. Mullahey Ford, Inc., et al.*, San Luis Obispo County Superior Court Case No.
24 21CV0001.

25 6. Zach Crosner is a 2010 graduate of University San Diego School of Law and he has
26 approximately thirteen years of experience as a practicing attorney. For nearly his entire career, his
27 practice has focused on litigation of wage & hour, consumer, and privacy class action and
28 representative action claims. Following graduation he immediately began working for a nationally

1 recognized plaintiff's complex litigation firm, CaseyGerry, where he worked directly with past
2 presidents of the consumer attorneys and recipients of trial attorneys of the year awards. He also
3 worked for other firms that included former CAALA and CLAY trial attorney of the year recipients.
4 While with these firms, he advocated for the rights of consumers and employees in class action
5 litigation, civil rights and employment litigation, catastrophic injuries, insurance bad faith and
6 appellate litigation.

7 7. In 2013, he founded the law firm of Crosner Legal, P.C. which since its inception
8 has focused almost exclusively on plaintiff-side class actions lawsuits representing employees,
9 consumers and other victims. Currently, over ninety percent (95%) of his practice is dedicated
10 exclusively to the prosecution of class actions and representative action lawsuits, and his law firm
11 is currently responsible as lead counsel or co-lead counsel for prosecuting over one hundred (100)
12 active wage and hour class actions and/or PAGA representative actions, as well as a multitude of
13 consumer and privacy class actions, in both federal and state courts throughout California. He
14 has been a direct participant in over one hundred (100) class action and/or representative action
15 settlements where he has been approved as adequate lead counsel.

16 8. Mr. Crosner has been selected by Super Lawyers as a "Southern California Rising
17 Star" for employment and labor law consecutively from 2018 through 2023. Super Lawyers has
18 also named me on their "Up-and-Coming 100" Southern California Rising Stars List for
19 consecutive years from 2021 through 2023. Only 2.5% of lawyers within California are named a
20 Super Lawyer Rising Star and even less are added to their Top Lists. Additionally, he has been
21 selected as a Top 40 Under 40 Civil Plaintiff Attorney by the National Trial Lawyers, invitation-
22 only organization composed of the premier trial lawyers, from 2019 through 2023. He is an active
23 participant in advocacy groups, including as an executive board member of the Wage and Hour
24 Committee and the Legislative Committee for the California Employment Lawyers Association;
25 a member of the Grassroots Advocacy Team for the National Employment Lawyers Association;
26 Wage and Hour Committee member and Class Action Committee member for the National Trial
27 Lawyers; a member of the American Association for Justice; and a member of the Pound Civil
28 Justice Institute.

1 9. Jamie Serb is a partner with Crosner Legal and head of the firm's Wage and Hour
2 practice group. She graduated from the University of California, San Diego in 2004, graduated
3 from California Western School of Law in 2013, and has been a member of the California Bar since
4 2013. She gained extensive experience in wage and hour litigation, beginning work as a class action
5 attorney in 2015 at the Mara Law Firm, PC (previously Turley & Mara Law Firm, APLC; Turley
6 Law Firm, APLC). She has handled wage and hour class actions and PAGA lawsuits for nearly ten
7 years and has assisted in obtaining millions of dollars for employees during her years of practice.

8 10. Crosner Legal, P.C. has obtained several multi-million dollar wage and hour class
9 action settlements while serving as lead class counsel in recent years, including but not limited to
10 a \$1.9 million wage and hour class action settlement in 2015 (*Smith v. Lux Retail North America,*
11 *Inc.*, Case No. 3:13-cv-01579-WHA (N.D. Cal.)); a \$4.1 million wage and hour class action
12 settlement in 2016 (*Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34- 2016-00190252
13 (Sacramento Cty. Super Ct.)); a \$1.35 million wage and hour class action settlement in 2017
14 (*Montelone v. Ocean Cities Pizza, Inc.*, Case No. 56-2014-00458249 (Ventura Cty. Super. Ct.)), a
15 \$1.8 million wage and hour class action settlement in 2018 (*Latham v. K.W.P.H. Enterprises, Inc.*
16 *dba American Ambulance*, Case No. 17C-0162 (Kings Cty. Super Ct.)), a \$1.3 million wage and
17 hour class action settlement in 2019 (*Means, et al. v. AirGas USA, LLC*, Case No. 17-CV-2160
18 JGB (C.D. Cal.)), a \$1.5 million wage and hour settlement in 2020 (*Babouchian, et al. v. Wyndham*
19 *Vacation Ownership, et al.*, Case No. CV18-14601 (San Diego Cty. Super. Ct.)), a \$1.15 million
20 wage and hour class action settlement in 2020 (*Buford v. Medical Solutions LLC*, Case No. 4:18-
21 CV-04864-YGR (N.D.Cal.)); a \$7.25 million wage and hour class action settlement in 2020 in
22 *Avina, et al. v. First Alarm Security & Patrol, Inc.*, Case No. 18CV323753 (Santa Clara Cty. Super
23 Ct.); a \$2.2 million wage and hour class action settlement in 2021 (*Ghorchian, et al. v. West Hills*
24 *Hospital, et al.*, Case No. LS029737 (Los Angeles Cty. Super. Ct.)); a \$2.85 million dollar wage
25 and hour settlement in 2021 (*Valencia v. The Original Mowbray's Tree Service, Inc.*, Case No.
26 CIVDS1825518 (San Bernardino Cty. Super. Ct.)); a \$1 million wage and hour class action
27 settlement in 2022 (*Duong v. Loan Factory, Inc.*, Case No. 21CV382467 (Santa Clara Cty. Super.
28 Ct.)), a \$1.4 million wage and hour class action settlement in 2023 in *Correa, et al. v. FedEx Supply*

1 *Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino Cty. Super. Ct.), a \$2.38 million wage and
2 hour class action settlement in 2023 in *Michel, et al. v. Valley Thrift Store, Inc.*, Case No.
3 21STCV00925 (Los Angeles Cty. Super. Ct.); a \$2.5 million wage and hour class action settlement
4 in 2023 in *Jajuga v. Pilot Travel Centers*, Case No. CIVDS1931464 (San Bernardino Cty. Super.
5 Ct.); \$1.015 million wage and hour class action settlement in 2023 in *Gotishan v. Kyo Autism*
6 *Therapy*, Case No. CGC-21-596378 (San Francisco Cty. Super. Ct); and a \$1.15 million wage and
7 hour PAGA settlement in 2023 in *Vaughn v. Public Health Foundation Enters., Inc.*, Case No.
8 21STCV18512 (Los Angeles Cty. Super. Ct.); a \$1.5 million wage and hour class action settlement
9 in *McKinnie v. Iron Mountain*, Case No. 21STCV05707 (Los Angeles Cty. Super. Court); a \$1.3
10 million wage and hour class action settlement in *Ellsworth, et al. v. Hallcon*, Case No.
11 20STCV06618 (Los Angeles Cty. Super. Court); a \$1.925 million wage and hour class settlement
12 in 224 in *Lo v. Cyberpower, Inc.*, Case No. 21STCV31479 (Los Angeles Cty. Super. Ct); a \$1.19
13 million dollar wage and hour class action settlement in 2024 in *Herrera v. Signature Flight Support*
14 *LLC*, Case No. 22STCV18367 (Los Angeles Cty. Super. Ct.); a \$2.65 million wage and hour class
15 action settlement in 2024 in *Shilevinatz v. Airport Terminal Services*, Case No. CIVSB2229072
16 (San Bernardino Cty. Super Ct.); a \$1 million wage and hour class action settlement in 2025 in
17 *Hernandez v YZER, LLC*, Case No. 23CV025345 (Alameda Cty. Superior Ct); a \$3.9 million wage
18 and hour class action settlement in 2025 in *Bolanos et al. v. Newport Fab*, Case No. 30-2022-
19 01280696-CU-OE-CXC (Orange Cty. Super. Ct.); and a \$5,093,537.50 wage and hour class action
20 settlement in 2025 in *Deaver et al. v Blue Diamond Growers*, Case No. 34-2022-00316490-CU-
21 OE-GDS (Sacramento Cty. Super. Ct.); a \$5.6 million wage and hour class action settlement in
22 2025 in *Goodwin et al. v Save Mart*, Case No. STK-CV-UOE-2023-0002062 (San Joaquin Cty.
23 Super. Ct.); a \$2.85 million wage and hour class action settlement in 2025 in *Munoz et al. v XPO*
24 *Logistics*, Case No. 23CV003704 (Sacramento Cty. Super. Ct.); and a \$1.3 million wage and hour
25 class action settlement in 2025 in *Bui v. Spectrum Lifesciences*, Case No. 22STCV12522 (Los
26 Angeles Cty. Super. Ct.).

BACKGROUND/LITIGATION HISTORY

11. DHE is a well-known trucking and logistics provider. Frank Brazil and Dee

1 Lawrence were employed by Defendant as truck drivers and worked primarily out of Defendant's
2 Fresno, California location. Mr. Brazil was employed by Defendant from July 2022 to March
3 2023 and completed routes to Bakersfield, Sacramento, and Victorville, but unfortunately passed
4 away after while this matter was pending as discussed below. Mr. Lawrence was employed by
5 Defendant from August 2022 to October 2023 and completed routes to Sacramento, the Bay
6 Area, Los Angeles, and Victorville.

7 12. On April 5, 2023, Mr. Brazil filed the underlying class action against Defendant in
8 the Los Angeles County Superior Court. On July 14, 2023, he timely provided a PAGA Notice to
9 the LWDA and Defendant. Mr. Brazil later filed a First Amended Complaint on November 21,
10 2023 adding a cause of action for alleged PAGA violations.

11 13. Plaintiff Lawrence timely provided a PAGA Notice to the LWDA and Defendant
12 on January 9, 2024, and on February 20, 2024, Mr. Brazil filed a Second Amended Complaint
13 adding Mr. Lawrence to the action as party-plaintiff and alleging (1) recovery of unpaid wages and
14 liquidated damages; (2) failure to furnish accurate, itemized wage statements; (3) failure to timely
15 pay all wages due upon separation of employment; (4) failure to reimburse expenses; (5) violation
16 of the Unfair Competition Law; and (6) violation of the PAGA.

17 14. Thereafter, Mr. Brazil passed away and his estate entered into an individual
18 settlement with DHE. Accordingly, Plaintiff Lawrence filed a Third Amended Complaint adding
19 her allegations for the alleged PAGA violations and dismissing Mr. Brazil from the Action.

20 15. Ultimately, after extensive meeting and conferring over case management,
21 discovery, and potential law and motion, the Parties eventually agreed to mediation. In August
22 2024, the Parties mediated with the Hon. Jan Adler (Ret.), a respected wage and hour class action
23 mediator. The mediation lasted a full day and with the mediator's assistance the Parties reached
24 agreement on all major issues and they then formally reduced the proposed settlement to the
25 Agreement now before the Court for approval. The Agreement meets the requirements in the LASC
26 Checklist for Preliminary Approval.

27 **INVESTIGATION**

28 16. Prior to the mediation, Defendant provided Plaintiff with extensive informal

1 discovery, including Plaintiff's personnel, time, and payroll records, time and payroll records for a
2 random sample of about 25% of the putative class members (which Plaintiff's experts suggested
3 would be statistically viable and enable them to extrapolate to the entire class), wage statement
4 exemplars, Defendant's employee handbooks, including Defendant's policies and procedures
5 regarding the payment of wages, timekeeping policies (including recording hours), issuance of
6 wage statements, and termination wages, expense reimbursement policies, as well as information
7 regarding the number of putative Class Members who are current and former employees, the
8 number of Aggrieved Employees, the number of workweeks throughout the Class Period, and the
9 number of pay periods throughout the PAGA Period. From this information, Plaintiff was able to
10 analyze Defendant's liability for the claims asserted in this case and the potential exposure and
11 damages.

12 17. Based on this informal discovery, Plaintiff contends the Class Members were not
13 paid all wages due, did not receive required expense reimbursement, did not receive accurate wage
14 statements, and did not receive all wages due on separation of employment. In considering the
15 reasonableness of the proposed settlement, Plaintiff considered each of Defendant's
16 counterarguments, which sharply contested Plaintiff's claims. Plaintiff and counsel weighed the
17 strength of Defendant's arguments, including the risks of prevailing at class certification and on the
18 merits, and determined that the proposed settlement is in the best interests of the Class. Although
19 remaining confident in the strength of her claims, these factors led Plaintiff to discount the exposure
20 analysis, as discussed below.

21 **TERMS OF THE PROPOSED SETTLEMENT**

22 18. The Parties have agreed (subject to the Court's approval) to resolve this matter for
23 the non-reversionary total sum of \$990,000.00 ("Gross Settlement Amount" or "GSA")
24 (Agreement, § 3.1.), which includes: (a) reasonable attorney's fees of up to \$333,333.33 (1/3 of the
25 GSA plus 1/3 of the \$10,000 individual settlement to the Estate of Frank Brazil) to compensate
26 Class Counsel for work already performed and all work remaining to be performed (Agreement,
27 § 3.2.2.); (b) actual litigation expenses as documented and not to exceed \$25,000.00 (Agreement,
28 § 3.2.2.); (c) an Enhancement Award to Plaintiff in an amount not to exceed \$10,000.00

(Agreement, § 3.2.1.); (d) Administration Costs to Apex Class Action, LLC (the proposed settlement administrator) in an amount not to exceed \$12,500.00 (Agreement, § 3.2.3.); and (e) PAGA penalties to the LWDA of \$15,000 (which is 75% of the \$20,000.00 PAGA Payment, with the remaining 25% or \$5,000.00 to Aggrieved Employees) (Agreement, § 3.2.5.). Employer-side payroll taxes (including FICA, FUTA, and SDI) will come out of the GSA, and are estimated at about \$12,000. (Agreement, § 3.1.)

19. After all Court-approved deductions from the GSA, it is estimated that at least \$577,167 (“Net Settlement Amount” or “NSA”) will be distributed to the estimated 1,104 Class Members, and I estimate the average individual settlement amount at around \$522. Additionally, it is estimated that the 25% PAGA Payment (\$5,000.00) will be distributed to the estimated 592 Aggrieved Employees, and I estimate the average PAGA payment at about \$8.45 per Aggrieved Employees. Under no circumstances will any portion of the Settlement revert to Defendant. (Agreement, § 3.1.)

20. Apex will calculate and issue Individual Class Payments to Participating Class Members by “(a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member’s Workweeks.” (Agreement, § 3.2.4.) Additionally, Apex will calculate and issue payments to Aggrieved Employees based (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$5,000) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods. (Agreement, § 3.2.5.1.)

21. Each Class Member’s settlement award will be apportioned as follows: twenty percent (20%) wages and eighty percent to unreimbursed expenses, penalties and interest. (Agreement, § 3.2.4.1.) Apex will be responsible for issuing Form W-2s for amounts deemed wages and Form 1099s for the portions allocated to reimbursement, penalties and interest. (Agreement, §§ 3.2.4.1. and 3.2.5.2.)

22. Settlement checks must be cashed or deposited within 180 days after issuance.

1 (Agreement, § 4.4.1.) In the event a settlement check remains uncashed, such uncashed funds shall
2 be transmitted to the California State Controller's Unclaimed Property Fund, leaving no residual
3 funds subject to Code of Civil Procedure § 384(b). (Agreement, § 4.4.3.).

4 23. Within thirty (30) calendar days after entry of the Preliminary Approval Order,
5 Defendant will provide Apex with the Class Data, which Apex will maintain as private and
6 confidential. (Agreement, § 4.1.)

7 24. Prior to mailing, Apex will perform a search for updated addresses in the National
8 Change of Address database, and will use the NCOA database and skip traces to attempt to find
9 current addresses for any Notice returned as undeliverable. (Agreement, § 7.4.2.) If Apex is
10 unable to obtain a better address for a Class Member, it will be under no obligation to make
11 further attempts to locate or notice the Class Member. (Agreement, § 7.4.3.) Within fourteen days
12 after receipt of the Class Data, Apex will mail the Notice to all Class Members via First-Class
13 mail. (Agreement, § 7.4.2.)

14 25. The contents of the Notice are consistent with the terms of the Agreement and
15 California Rule of Court 3.769. The Notice informs Class Members how and when to request
16 exclusion from or object to the settlement and of their estimated payment amount which they will
17 automatically receive a settlement payment if they do nothing.

18 26. Class Members will have forty-five (45) days from the initial mailing of the Notice
19 to respond to the settlement by submitting a challenge to the number of weeks or pay periods
20 attributed to them, objecting, or requesting exclusion. (Agreement, § 1.44.) Class Members can
21 object to the settlement in writing via mail or fax by submitting a document with their name, the
22 words "Notice of Objection" or "Formal Objection" and a description of the arguments supporting
23 their objection, or they may be heard at the Final Approval Hearing. (Agreement, § 7.8.)

24 27. Class Members can also request for exclusion from the settlement by mailing or
25 faxing a written request, including his or her name, address, phone number or email address, last
26 four digits of their Social Security Number or Employment Authorization number, and a statement
27 demonstrating his or her intent to opt out of the settlement. (Agreement, § 7.6.)

28 28. The Notice also informs the Class Members/Aggrieved Employees that they can

1 dispute the number of workweeks/pay periods used to calculate their settlement payments by
2 contacting Apex before the Response Deadline and providing documentation to support their
3 dispute. Apex will investigate the dispute, request additional information from Defendant, and
4 make a final decision as to the number of eligible work weeks/pay periods. (Agreement, § 7.7.)

5 29. Defendant will fund the settlement within fourteen (14) days of the Effective Date.
6 Apex will disburse all payments required under this Settlement within fourteen (14) calendar days
7 of receipt of the full GSA. (Agreement, § 4.2-3.)

8 30. Upon final approval, Participating Class Members shall forever release the Released
9 Parties for the Released Claims for the Class Period, including all claims pleaded in the Operative
10 Complaint, and which could reasonably have been alleged, based on the Class Period facts,
11 allegations, and/or claims stated in the Operative Complaint, for work performed during the Class
12 Period, and as specifically detailed in Section 5.2 of the Agreement. Additionally, the Aggrieved
13 Employees will the Released Parties from all claims for PAGA penalties that were alleged, or
14 reasonably could have been alleged, based on the PAGA Period facts stated in the Operative
15 Complaint, and PAGA Notice, and as more specifically detailed in Section 6.2 of the Agreement.

16 31. The Agreement provides for a service payment not to exceed \$10,000.00 to Plaintiff.
17 (Agreement, § 3.2.1.) Courts routinely approve service payments, or incentive awards, to
18 compensate named plaintiffs for the services they provide and the risks they incur during class
19 litigation. The requested service award is reasonable in light of the benefits Plaintiff conferred upon
20 the entire Class, resulting in a benefit to all Class Members and the State of California, the time
21 spent assisting counsel with the investigation and prosecution of these claims, commitment to
22 responding to discovery, and consenting to the proposed Agreement. Furthermore, by attaching his
23 name to this lawsuit, Plaintiff also took on the reputational risk that future employers would learn
24 of his participation in this case and would unfairly associate them with costly litigation, costing
25 them future employment opportunities. Any future employer could easily perform a simple Google
26 search – an unauthorized simple background check unknown to Plaintiff that can still provide a
27 plethora of information – and conclude that Plaintiff is not worth the risk of hiring given his prior
28 involvement in a lawsuit against a former employer. This is the kind of reputational risk, borne only

1 by Plaintiff, that the incentive award is meant to compensate. Furthermore, in pursuing this action
2 on behalf of the Class, Plaintiff risked a judgment against him for attorney's fees and costs in the
3 event this matter should DHE prevail. For these reasons, at final approval, Plaintiff will request the
4 Court award him an enhancement payment in an amount that does not exceed \$10,000.

5 **The Settlement is Fair and Reasonable Based on the Strengths of Plaintiff's Case and the**
6 **Risks and Costs of Further Litigation, and Meets the Dunk/Kullar Factors**

7 32. The proposed settlement was reached as a result of arm's-length negotiations
8 facilitated by a respected mediator. Though cordial and professional, the settlement negotiations
9 have been, at all times, adversarial and non-collusive. Following mediation, counsel for the Parties
10 conducted further extensive and arm's length negotiations on the settlement terms memorialized in
11 the Agreement.

12 33. While Plaintiff believes in the merits of his case, she also recognizes the inherent
13 risks of litigation and understand the benefit of Class Members receiving significant settlement
14 funds immediately as opposed to risking continued litigation in achieving class certification, the
15 merits of the case before and after trial, the damages awarded and/or an appeal that can take several
16 more years to litigate.

17 34. The Parties thoroughly investigated and evaluated the strengths and weaknesses of
18 their factual and legal arguments before reaching the proposed settlement, and engaged in
19 sufficient investigation, research and discovery to support the settlement. The proposed settlement
20 was only possible following significant analysis and evaluation of Defendant's relevant policies
21 and procedures, as well as the data it produced for the putative Class. This litigation has reached
22 the stage where "the Parties certainly have a clear view of the strengths and weaknesses of their
23 cases" sufficient to support the Settlement

24 35. The proposed settlement was only possible following significant analysis and
25 evaluation of Defendant's relevant policies and procedures, as well as the data that Defendant
26 produced for the Class. This permitted Plaintiff's Counsel to engage in a comprehensive analysis
27 of liability and potential damages. The discovery conducted resulted in Plaintiff's central theories
28 of liability, which are based on Plaintiff's claims that Defendant failed to pay at least minimum

1 wages for all hours worked, failed to reimburse reasonable and necessary business expenses, failed
2 to provide accurate, itemized wage statements and failed to pay all wages due on separation of
3 employment As explained above, Defendant maintains that the discovery produced demonstrates
4 it likely would prevail on both class certification and the merits.

5 36. Plaintiff believes this case is suitable for certification as she contends there are
6 company-wide policies that violate California law and uniformly affect the Class Members.
7 Defendant's counterarguments, however, raise uncertainties with respect to both class certification
8 and success on the merits. As the California Supreme Court emphasized in *Sav-On v. Superior*
9 *Court* (2004) 34 Cal.4th 319, class certification is always a matter of the trial court's sound
10 discretion, and decisions following *Sav-On* have reached different conclusions with respect to
11 certification of wage and hour claims. While remaining confident in the strengths of her claims, all
12 of these factors led Plaintiff to discount the following maximum potential damage claims.

13 37. Defendant provided Plaintiff with class-wide data from which Plaintiff's Counsel
14 extrapolated a damage analysis in preparation of mediation. For purposes of the mediation, there
15 were a total of 1,104 Class Members who worked approximately 84,442 work weeks in the
16 limitations period, and 592 aggrieved employees and 29,871 pay periods within the PAGA
17 Period.

18 38. First, Plaintiff contends Defendant failed to pay all wages due because of
19 Defendant's policy and practice of rounding Plaintiff's and the Class Members' time punches such
20 that the employees lost hours worked and corresponding pay. Plaintiff also contends DHE required
21 Plaintiff and the Class Members to perform unpaid "off the clock" work, including work performed
22 during unpaid meal periods, waiting time, and loading and unloading cargo while off the clock.
23 Here, Plaintiff contends Defendant's Driver Training and Security policies require drivers to keep
24 their vehicle in sight at all times and otherwise imposed on the driver's ability to be "off duty" and
25 free from employer control even when on an unpaid meal break. Drivers face serious disciplinary
26 measures up to and including discharge for failing to adhere to this policy. Plaintiff further contends
27 drivers regularly had to communicate with dispatch and management while purportedly clocked
28 out on their meal periods. Plaintiff also alleges drivers often were instructed to perform work related

1 duties such as pre-trip inspections, filling out paperwork, waiting for customers, and completing
2 training exercises while clocked out or in “off duty” mode. Finally, Plaintiff alleged Defendant
3 rounds all time punches in a manner that favors DHE and deprives employees of compensable
4 hours worked over time.

5 39. On the other hand, Defendant contends it paid class members all wages due as
6 required under applicable law, and that it accurately tracked and paid for all employee hours
7 worked at the correct hourly rates. It further argued its policies strictly prohibited “off the
8 clock” work, and if any employees worked off the clock it was done without the company’s
9 authorization or knowledge. Finally, DHE argued that determining if any off the clock work
10 occurred, and the reasons therefor, would require innumerable individualized inquiries and
11 therefore class certification would be improper. On the rounding issue, DHE agued its rounding
12 policy is entirely neutral in its overall effect and did not deprive Class Members of any
13 compensable hours worked, consistent with *See’s Candy Shops, Inc. v. Superior Court* (2012)
14 210 Cal. App. 4th 889. Without taking into consideration any of Defendant’s defenses to
15 certification or on the merits, Plaintiff’s expert calculated Defendant’s maximum exposure for
16 unpaid wages at about **\$3,630,160** (84,442 work weeks * 3 hours OTC/week & \$14.33/hour
17 avg. minimum wage), which is inclusive of the estimated \$123,000 in unpaid wages due to
18 rounding, as calculated by Plaintiff’s experts.

19 40. Plaintiff next alleged that Defendant required Plaintiff and the Class Members to
20 use their personal cell phones for work related purposes, including communicating with
21 supervisors during their shifts. Under Labor Code § 2802, the employer must “indemnify its
22 employees for expenses they necessarily incur in the discharge of their duties, including
23 incurring cell phone charges. In *Cochran v. Schwan’s Home Service, Inc.* (2014) 228
24 Cal.App.4th 1137 it was held that § 2802 requires employers to always reimburse employees
25 who are required to use personal cell phones for work-related calls for a reasonable percentage
26 of their cell phone bills. In response, Defendant argued there would be no conceivable need for
27 drivers to use their personal phones while working as they had all necessary electronics
28 provided with their vehicle. Thus, per DHE, any use of personal devices was purely for

1 personal convenience or preference and not reimbursable as a “reasonable and necessary”
2 business expense. We calculated the potential exposure at about **\$422,210** (84,422 work weeks
3 * \$5/week).

4 41. As a result of the above alleged violations, Plaintiff also alleges Defendant failed
5 to provide accurate wage statements and timely pay all wages that were due and owing upon
6 separation of employment. Thus, should the primary claims fail, Plaintiff’s claims for wage
7 statement violations and waiting time penalties would also fail. Defendant also contends it
8 would not be liable for waiting time penalties because a “good faith dispute” exists over the
9 payment of past wages. *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1201.
10 Further, Defendant contends Plaintiff would have to prove Defendant “willfully” failed to pay
11 Class Members appropriate wages due upon separation of employment. Without taking into
12 consideration any of Defendant’s defenses to certification or on the merits, Plaintiff calculated
13 Defendant’s maximum exposure for wage statement violations at about **\$2,656,000** (as
14 calculated by Plaintiff’s experts based on 37,004 pay periods and 664 employees, and
15 accounting for \$4,000 cap) and exposure for waiting time penalties at about **\$1,498.175**. (637
16 former employees * (240 hours * \$26.01/hour avg. wage).

17 42. As far as potential PAGA liability, the theoretical civil penalties likely are
18 around \$8.9 million should Plaintiff prevail on all claims and establish violations of the
19 multiple Labor Code sections at issue. As with the class claims, Plaintiff discounted the
20 potential PAGA penalties based on Defendant’s various defenses on the merits and also
21 accounted for the Court’s wide discretion to reduce such penalties, or to decline to award
22 penalties at all. Accordingly, the Parties allocated \$55,000 to PAGA penalties. (Agreement, §
23 3.2.5.) Plaintiff submits this amount is reasonable under the circumstances and in line with
24 comparable settlements in other wage and hour class actions in California.

25 43. The settlement obviates the significant risk that this Court may find any kind of class
26 or representative resolution unachievable or deny certification of all or some of Plaintiff’s claims.
27 Furthermore, even if Plaintiff obtained certification of all or some of the claims, continued litigation
28 would be lengthy and expensive as the parties pursued merits discovery, a probable motion to

1 decertify, as well as trial and possible appeals, and would further and substantially delay any
2 recovery by the class with no assurance of recovering significantly more than the proposed
3 settlement. While Plaintiff is confident in the merits of these claims, legitimate controversies exist
4 regarding each one of them. Plaintiff also recognizes proving the amount of wages and penalties
5 due each Class Member would be an expensive, time-consuming, and uncertain proposition.

6 44. Thus, Plaintiff and I discounted the value of the class claims consistent with the
7 risks discussed above, and carefully weighed the likelihood of the class receiving substantially
8 greater benefit if the litigation continued. We concluded – in light of these very real and substantial
9 risks – settlement on the proposed terms and without prolonged and costly litigation was in the best
10 interests of the class. The overall \$990,000 recovery represents a significant percentage of
11 Defendant’s potential exposure. Given Defendant’s multi-layered defenses and all other potential
12 risks of continued litigation, a total recovery for the class of \$990,000, which will result in average
13 award of at least \$522 per class member, plus additional sums under PAGA, is a significant result
14 well within the range of reasonableness considering all potential outcomes, and it will provide
15 direct monetary awards to all Class Members without further delay.

16 **Provisional Class Certification Should be Granted**

17 45. First, the class is both sufficiently numerous, consisting of approximately 1,104
18 individuals, and ascertainable by reference to Defendant’s personnel and payroll records.

19 46. Plaintiff’s claims are typical of the Class Members’ claims because they arise from
20 the same factual basis and are based on the same legal theories applicable to the Class Members.
21 Plaintiff further contends Defendant’s policies applied to all Class Members and each Class
22 Member is challenging the same policies and practices. As such, typicality is satisfied for purposes
23 of settlement. Plaintiff also has been and will continue to be committed to vigorously prosecuting
24 this case, and he has no conflicts of interest with the Class.

25 47. Next, common questions of law and fact predominate – particularly for purposes of
26 a settlement class – as the Class Members all were subject to the same improper time keeping
27 policies that allegedly failed to accurately record and pay for all hours worked, subject to the same
28 policies that required use of their personal phones, etc. Since the focus of the claims against

1 Defendant concerns the legality of common policies applied uniformly to the entire class, common
2 issues predominate over individualized inquiries concerning liability. For instance, whether
3 Defendant's policies required employees to remain "on duty" to monitor their vehicles during a
4 meal break is company-wide policy applied equally and consistently to all class members, and this
5 policy is either compliant with California law or it is not. Regardless of that determination, it will
6 decide liability for all class members one way or another.

7 48. Resolving this matter as a class action is superior to other available means for the
8 fair and efficient adjudication of this controversy for multiple reasons, including inter alia: (a)
9 individual joinder of all members of the class is impractical, (b) class action treatment will permit
10 a large number of similarly situated persons to resolve their common claims in a single forum
11 simultaneously, efficiently, and without unnecessary duplication of effort and expense; and (c) the
12 damages suffered by many of the individual class members are relatively small and the expenses
13 and burden of individual litigation would make it difficult or impossible for them to seek redress
14 on their own.

15 **APEX SHOULD BE APPOINTED AS ADMINISTRATOR**

16 49. The Parties agreed to use Apex Class Action, LLC as the Settlement Administrator
17 in this matter. (Agreement, § 7.1.) Apex is highly qualified and experienced as a settlement
18 administrator, committed to the security of data (having experienced no data breaches at all), carries
19 insurance for the theft of money or data, and I am unaware of any relationship between Apex and
20 Crosner Legal.

21 50. For the foregoing reasons, it is respectfully requested that the Court approve the
22 settlement.

23 I declare under penalty of perjury under the laws of the State of California that the
24 foregoing is true and correct. Executed on December 15, 2025, at Los Angeles, California.

25 

26 _____
27 Declarant
28

Exhibit 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Dee Lawrence (“Plaintiff”) and Defendant Dependable Highway Express, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Lawrence v. Dependable Highway Express, Inc., et al.*, case number 23STCV07501 initiated on April 5, 2023 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2 “Administrator” means Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employee” means all current and former drivers in the Truckload, Less-Than-Truckload (“LTL”), and Harbor divisions who performed work for Defendant in California at any time during the PAGA Period.
- 1.5 “Class” means all drivers who performed work in the Truckload, LTL, and Harbor divisions for Dependable Highway Express, Inc. in California at any point during the Class Period.
- 1.6 “Class Counsel” means Zach Crosner, Jamie Serb, and Nikki Trenner of Crosner Legal, PC.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if available), and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available

sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, with a Spanish translation, if applicable in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the period from April 5, 2019 through either December 6, 2024 or the date of Preliminary Approval, whichever occurs first.
- 1.13 “Class Representative” means the named Plaintiff in the operative complaint in the Action, Dee Lawrence, seeking Court approval to serve as a Class Representative.
- 1.14 “Class Representative Service Payment” means the payment to the Class Representative for representing the Class and providing services in support of the Action.
- 1.15 “Court” means the Superior Court of California, County of Los Angeles.
- 1.16 “Defendant” means named Defendant Dependable Highway Express, Inc.
- 1.17 “Defense Counsel” means Angela Cash of Scopelitis, Garvin, Light, Hanson & Feary, P.C., and Christopher C. McNatt, Jr. of Scopelitis, Garvin, Light, Hanson & Feary, LLP.
- 1.18 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19 “Final Approval” or “Final Approval Order” means the Court’s Order Granting Final Approval of the Settlement.
- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21 “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.
- 1.22 “Gross Settlement Amount” means \$990,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class

Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administrator's Expenses.

- 1.23 "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.25 "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.26 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled to receive 75% of the PAGA Penalties awarded under Labor Code section 2699, subd. (i).
- 1.27 "LWDA PAGA Payment" means 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29 "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30 "Operative Complaint" means the Third Amended Complaint filed in the Action.
- 1.31 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.32 "PAGA Period" means the period from September 17, 2022 through December 6, 2024 or the date of preliminary approval, whichever occurs first.
- 1.33 "PAGA" means the Private Attorneys General Act of 2004 (Labor Code §§ 2698. et seq.).
- 1.34 "PAGA Notice" means Plaintiff's January 9, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.35 "PAGA Penalties" means the total amount of PAGA civil penalties (\$20,000.00) to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved

Employees (\$5,000.00) and 75% to LWDA (\$15,000.00) in settlement of PAGA claims.

- 1.36 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.37 “Plaintiff” means Dee Lawrence, the named plaintiff in the Action.
- 1.38 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.39 "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval of the Settlement.
- 1.40 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.41 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.42 “Released Parties” means: Defendant and each of its former, present, and future parents, directors, officers, directors, trustees, agents, employees, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates.
- 1.43 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.44 "Response Deadline" means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.45 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.46 “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

- 2.1 On April 5, 2023, Plaintiff Frank Brazil filed the underlying class action against Defendant in the Los Angeles County Superior Court. On July 14, 2023, Plaintiff Brazil timely provided a PAGA Notice to the LWDA and Defendant’s agent for service of process and Human Resources department. Defendant was served with Plaintiff Brazil’s PAGA Notice on July 20, 2023. Plaintiff Brazil later filed the First

Amended Complaint on November 21, 2023 adding a cause of action for alleged violations of the Private Attorney General Act of 2004 (“PAGA”).

- 2.2 Plaintiff Lawrence timely provided a PAGA Notice to the LWDA and Defendant’s agent for service of process and Human Resources department on January 9, 2024. Defendant was served with Plaintiff’s PAGA Notice on January 12, 2024. On February 20, 2024, a Second Amended Complaint was filed adding Plaintiff Lawrence to the action and alleging (1) recovery of unpaid wages and liquidated damages; (2) failure to furnish accurate, itemized wage statements; (3) failure to timely pay all wages due upon separation of employment; (4) failure to reimburse expenses; (5) violation of the Unfair Competition Law; and (6) violation of the PAGA on behalf of a class of all individuals who have been employed by Defendant in California as a driver, driver helper, or other similar title.
- 2.3 Thereafter, the Plaintiff Lawrence filed a Third Amended Complaint adding her allegations for violations of the PAGA and dismissing Plaintiff Frank Brazil from the Action.
- 2.4 On July 20, 2023, the Parties participated in an all-day mediation presided over by the Honorable Jan M. Adler (ret.) of Judicate West which led to this Agreement to settle the Action.
- 2.5 Prior to mediation, Plaintiff obtained, through formal and informal discovery, relevant documents and class data from Defendant including (1) Plaintiff’s personnel file, (2) Plaintiff’s time and payroll records, (3) the employee handbooks in effect during the Class Period, (4) Defendant’s additional policies and operating procedures regarding the (a) payment of wages, (b) timekeeping policies (including recording hours), (c) issuance of wage statements, (d) reimbursement of business expenses, and (e) termination wages, and (5) a sampling of the payroll and time records for the putative class members. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.6 The Court has not granted class certification.
- 2.7 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1 **Gross Settlement Amount.** Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$990,000.00 and no more as the Gross Settlement Amount including any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross

Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:

3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the Final Approval Motion, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will issue an IRS Form 1099 to Plaintiff reflecting the Class Representative Service Payment. Plaintiff assumes full responsibility and liability for any taxes owed based on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount plus the \$10,000 payment made to Kathy Brazil, the authorized representative of Frank Brazil, deceased, under the terms of the separate Confidential Settlement Agreement and General Release of Claims, entered into by Frank Brazil through his duly authorized representative, Kathy Brazil, which is currently estimated to be \$333,333.33, and a Class Counsel Litigation Expenses Payment of not more than \$25,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. As part of the Final Approval Motion, Plaintiff will seek Court approval of the Class Counsel Fees Payment and Class Litigation Expenses Payment. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will issue one or more IRS Forms 1099 to Class Counsel reflecting the Class Counsel Fees Payment and Class Counsel Expenses Payment. Class Counsel

assumes full responsibility and liability for taxes owed based on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 **To the Administrator:** An Administrator Expenses Payment not to exceed \$12,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$12,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 **To Each Participating Class Member:** An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1 **Tax Allocation of Individual Class Payments.** 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form issued by the Administrator. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms issued by the Administrator. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 **Effect of Non-Participating Class Members on Calculation of Individual Class Payments.** Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 **To the LWDA and Aggrieved Employees:** PAGA Penalties in the amount of \$20,000.00 to be paid from the Gross Settlement Amount, with 75% (\$15,000.00) allocated to the LWDA PAGA Payment and 25% (\$5,000.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,000.00) by the total number of PAGA Period

Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.2 **Funding of Gross Settlement Amount.** Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.
- 4.3 **Payments from the Gross Settlement Amount.** Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
 - 4.4.1 The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Participating Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less

than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.4.2 The Administrator must conduct a Class Member Address Search for all other Participating Class Members and Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Participating Class Members and Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Member and/or Aggrieved Employee whose original check was lost or misplaced, requested by the Participating Class Member and/or Aggrieved Employee prior to the void date.
- 4.4.3 For any Participating Class Member and/or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Participating Class Members or Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

- 5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, and Class Members, will release claims against all Released Parties as follows:

5.1 **Plaintiff's Release.** Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA Notice, and (c) any and all other claims, known or unknown, at law or in equity, arising out of all transactions, matters, or occurrences between Plaintiff and Defendant during the Class Period. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for disability benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 **Plaintiff's Waiver of Rights Under California Civil Code Section 1542.** For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2 **Release by Participating Class Members:** All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including, but not limited to, (1) the specific claims asserted in the Operative Complaint, i.e., claims for (i) recovery of unpaid wages and liquidated damages; (ii) failure to furnish accurate itemized wage statements; (iii) failure to timely pay all wages due upon separation of employment; (iv) failure to reimburse business expenses; (v) violations of the Unfair Competition Law, and (2) all claims pursuant to any Federal, State, local, or agency law, rule, regulation, ordinance, executive order, common law, or other requirement that could have been alleged based on the facts in the operative complaint, including, but not limited to, the Fair Labor Standards

Act, 29 U.S.C. §201 and the California Labor Code, the Private Attorneys General Act (“PAGA”), California Labor Code section 2698 et seq.; California Code of Civil Procedure section 1021.5; California Code of Regulations, title 8, sections 11010 and 11040; Industrial Welfare Commission Wage Orders; and California Business and Professions Code sections 17200 et seq. that occurred during the Class Period. Participating Class Members only release these claims for the duration of the Class Period. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period. (“Class Released Claims”).

- 5.3 **Release by Aggrieved Employees:** All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, including, but not limited to: (1) recovery of unpaid wages and liquidated damages; (2) failure to furnish accurate itemized wage statements; (3) failure to timely pay all wages due upon separation of employment; (4) failure to reimburse business expenses; (5) failure to keep accurate records; (6) failure to produce employment records; (7) failure to provide meal periods; (8) failure to provide rest periods; (9) failure to pay overtime wages; (10) failure to separately compensate rest and recovery periods and nonproductive time to piece-rate employees; (11) failure to pay statutory wages; (12) refusal to make payment; (13) implementing unlawful labor conditions; (14) failure to provide paid sick leave; (15) failure to provide supplemental paid sick leave; (16) unlawful deductions (17) failure to pay reporting time pay; (18) failure to provide a day of rest in seven; (19) failure to pay vested vacation and/or paid time off; (20) failure to pay final wages at the place of discharge; (21) publishing misleading compensation to induce employment; and (22) unlawful agreements and/or criminal inquiries during the PAGA Period. Aggrieved Employees only release these claims for the duration of the PAGA Period.

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

- 6.1 **Defendant’s Declaration in Support of Preliminary Approval.** Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator.

In their Declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2 **Plaintiff's Responsibilities.** Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. Plaintiff will provide the documents described in this paragraph no later than 7 days prior to the date the Motion for Preliminary Approval is filed.
- 6.3 **Responsibilities of Counsel.** Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion f/or Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.4 **Duty to Cooperate.** If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the

Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 **Selection of Administrator.** The Parties have jointly selected to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action Administration agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 **Employer Identification Number.** The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 **Qualified Settlement Fund.** The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 **Notice to Class Members.**
 - 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
 - 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail and via email (to all Class Members for whom Defendant is able to provide a last known email address), the Class Notice with Spanish translation, substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- 7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever ever are later.

7.5 Notice to LWDA.

- 7.5.1 On the same date or prior to the date that Class Counsel files the Motion for Preliminary Approval, Class Counsel shall additionally file a notice with the LWDA providing the LWDA with notice of the Settlement as required by Cal. Lab. Code § 2699(s)(2).

7.6 Requests for Exclusion (Opt-Outs).

- 7.6.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To

be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.6.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.6.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release and Aggrieved Employee Release under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.6.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.4 of this Agreement and are eligible for an Individual PAGA Payment.

7.7 **Challenges to Calculation of Workweeks.** Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or Pay Periods to

Defense Counsel and Class Counsel and documentation of the Administrator's determination of the challenges.

7.8 Objections to Settlement.

7.8.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.8.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.8.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.9 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.9.1 **Website, Email Address and Toll-Free Number.** The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.9.2 **Requests for Exclusion (Opt-outs) and Exclusion List.** The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class

Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

- 7.9.3 **Weekly Reports.** The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.9.4 **Workweek and/or Pay Period Challenges.** The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.9.5 **Administrator’s Declaration.** Not later than 14 days after the Response Deadline, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of the Class Notice, the total number of Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from the Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 7.9.6 **Final Report by Settlement Administrator.** Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator’s declaration in Court.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.

8.1 Based on its records, Defendant estimates that, as of June 27, 2024, there are 1,104 Class Members and 84,442 Total Workweeks during the Class Period.

8.2 The Gross Settlement Amount was agreed upon based on Defendant's representations of the total number of Workweeks in the Class Period. If the number of Workweeks during the Class Period exceeds 84,442 by more than ten percent (10%), the Gross Settlement Amount shall be increased on a pro rata basis per Workweek exceeding the 10% increase (i.e. if the number increases by 11%, the Gross Settlement Amount shall be increased by 1%). However, Defendant has the right to shorten the Class Period in lieu of increasing the Gross Settlement Amount.

9. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under the Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Late elections will have no effect.

10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel no later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 **Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members or Aggrieved Employees), the Parties will expeditiously work together in good faith to address

the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 **Continuing Jurisdiction of the Court.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5 **Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment.** If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Participating Class Members or Aggrieved Employees), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

12. **ADDITIONAL PROVISIONS.**

- 12.1 **No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 12.2 **Confidentiality of the Settlement.** Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel shall issue any press release or other announcement related to the Settlement. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. In all other cases, Plaintiff, Class Counsel, /Defendant and Defense Counsel separately agree to limit their statements regarding the terms of the Settlement, whether oral, written, or electronic (including the world wide web), to say "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members. This paragraph also does not restrict Class Counsel from referencing this Settlement in future cases in order to support their adequacy as Class Counsel.
- 12.3 **No Solicitation.** The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be

construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 12.4 **Integrated Agreement.** Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.5 **Attorney Authorization.** Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.6 **Cooperation.** The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of Mediator Hon. Jan M. Adler (ret.) and/or the Court for resolution.
- 12.7 **No Prior Assignments.** The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8 **No Tax Advice.** Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9 **Modification of Agreement.** This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10 **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

- 12.12 **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13 **Confidentiality.** To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 **Use and Return of Class Data.** Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff or Class Counsel shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 12.15 **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.16 **Calendar Days.** Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.17 **Notice.** All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Zachary Crosner
zach@crosnerlegal.com
Jamie Serb
jamie@crosnerlegal.com
Nikki Trenner
nikki@crosnerlegal.com
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210

To Defendant:

Christopher C. McNatt, Jr.

cmcnatt@scopelitis.com

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Angela S. Cash

acash@scopelitis.com

SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY, PC

10 West Market St., Suite 1400

Indianapolis, IN 46204

- 12.18 **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 12.19 **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.
- 12.20 **Severability.** In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

Dated: _____

Plaintiff DEE LAWRENCE

Michael Dougan

Michael Dougan (Aug 1, 2025 11:33:50 PDT)

Chief Financial Officer

for:

Defendant DEPENDABLE HIGHWAY EXPRESS

Dated: 08/01/2025

Dated: _____

CROSNER LEGAL, PC

Zachary Crosner, Esq.
Jamie Serb, Esq.
Nikki Trenner, Esq.
Attorneys for Plaintiff and the Class

Dated: 08/01/25

**SCOPELITIS, GARVIN, LIGHT, HANSON &
FEARY, PC/LLP**



Christopher C. McNatt
Angela S. Cash
Attorneys for Defendant

To Defendant:

Christopher C. McNatt, Jr.

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Indianapolis, IN 46204

- 12.18 **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 12.19 **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.
- 12.20 **Severability.** In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

Dated: 09 / 16 / 2025



Plaintiff DEE LAWRENCE

Dated: _____

for:

Defendant DEPENDABLE HIGHWAY EXPRESS

Dated: Sept. 16, 2025

CROSNER LEGAL, PC

Nikki Trenner

Zachary Crosner, Esq.

Jamie Serb, Esq.

Nikki Trenner, Esq.

Attorneys for Plaintiff and the Class

Dated: _____

**SCOPELITIS, GARVIN, LIGHT, HANSON &
FEARY, PC/LLP**

Christopher C. McNatt

Angela S. Cash

Attorneys for Defendant

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

Lawrence v. Dependable Highway Express, Inc., et al., Case No. 23STCV07501,
California Superior Court for the County of Los Angeles

The Superior Court for the State of California authorized this Notice. Read it carefully!

It is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Dependable Highway Express, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by a former driver (“Plaintiff”) who worked for Defendant and seeks payment of back wages for a class of all drivers who performed work in the Truckload, LTL, and Harbor divisions for Dependable Highway Express, Inc. in California (“Class Members”) during the Class Period (April 5, 2019 to December 6, 2024 or the date of preliminary approval, whichever occurs first); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all drivers who performed work in the Truckload, LTL, and Harbor divisions for Dependable Highway Express, Inc. in California during the PAGA Period (September 17, 2022 to December 6, 2024 or the date of preliminary approval, whichever occurs first) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that you worked [REDACTED] workweeks during the Class Period and you worked [REDACTED] pay periods during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

1. **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
2. **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement. If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).

You Can Opt-Out of the Class Settlement but not the PAGA Settlement. The Opt-out Deadline is **DATE**. If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.

You Cannot Opt-out of the PAGA Portion of the Proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement. Written objections must be submitted by **DATE**. All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff. See Section 7 of this Notice.

You Can Participate in the Final Approval Hearing. The Court's Final Approval Hearing is scheduled to take place on **DATE**. You don't have to attend but you do have the right to appear

(or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

You Can Challenge the Calculation of Your Workweeks/Pay Periods. Written Challenges Must be Submitted by **DATE**. The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Workweeks and number of Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you may challenge them. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former driver for Dependable Highway Express, Inc. The Action accuses Defendant of violating California labor laws by failing to the specific claims asserted in the Operative Complaint, i.e., claims for (i) recovery of unpaid wages and liquidated damages; (ii) failure to furnish accurate itemized wage statements; (iii) failure to timely pay all wages due upon separation of employment; (iv) failure to reimburse business expenses; (v) violations of the Unfair Competition Law. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys ("Class Counsel") in the Action.

Defendant denies all allegations made by Plaintiff and denies that it violated any law. The Court has made no ruling on the merits of Plaintiff's claims. The Court has only preliminarily approved this class and representative action settlement. The Court will decide whether to give final approval to the settlement at the Final Approval Hearing.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant violated any laws. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine whether to give final approval to the Settlement.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

Defendant Will Pay \$990,00.00 as the Gross Settlement Amount (Gross Settlement).

Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Up to \$333,333.33 to Class Counsel for attorneys' fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- Up to \$10,000.00 as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- Up to \$12,500.00 to the Administrator for services administering the Settlement.
- Up to \$20,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to penalties and interest ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the payment represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you notify the Administrator in writing, not later than **DATE**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a you or your representative setting forth your name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

Administrator. The Court has appointed a neutral company, Apex Class Action Administration (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for

wages based on the Class Period facts and PAGA penalties based on the facts, as alleged in the Action and resolved by this Settlement.

Participating Class Members Release: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint including, but not limited to, (1) the specific claims asserted in the Operative Complaint, i.e., claims for (i) recovery of unpaid wages and liquidated damages; (ii) failure to furnish accurate itemized wage statements; (iii) failure to timely pay all wages due upon separation of employment; (iv) failure to reimburse business expenses; (v) violations of the Unfair Competition Law, and (2) all claims pursuant to any Federal, State, local, or agency law, rule, regulation, ordinance, executive order, common law, or other requirement that could have been alleged based on the facts in the Operative Complaint, including, but not limited to, the Fair Labor Standards Act, 29 U.S.C. §201 and the California Labor Code, the Private Attorneys General Act (“PAGA”), California Labor Code section 2698 et seq.; California Code of Civil Procedure section 1021.5; California Code of Regulations, title 8, sections 11010 and 11040; Industrial Welfare Commission Wage Orders; and California Business and Professions Code sections 17200 et seq. that occurred during the Class Period. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendant has paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant based on the facts stated in the Operative Complaint and Plaintiff Lawrence’s PAGA Notices including, but not limited to: (1) recovery of unpaid wages and liquidated damages; (2) failure to furnish accurate itemized wage statements; (3) failure to timely pay all wages due upon separation of employment; (4) failure to reimburse business expenses; (5) failure to keep accurate records; (6) failure to produce employment records; (7) failure to provide meal periods; (8) failure to provide rest periods; (9) failure to pay overtime wages; (10) failure to separately compensate rest and recovery periods and nonproductive time to piece-rate employees; (11) failure to pay statutory wages; (12) refusal to make payment; (13) implementing unlawful labor conditions; (14) failure to provide paid sick leave; (15) failure to provide supplemental paid sick leave; (16) unlawful deductions (17) failure to pay reporting time pay; (18) failure to provide a day of rest in seven; (19) failure to pay vested vacation and/or paid time off; (20) failure to pay final wages at the place of discharge; (21) publishing misleading compensation to induce employment; and (22) unlawful agreements and/or criminal inquiries, during the PAGA Period, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the facts alleged in the Action and resolved by this Settlement.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$20,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **DATE** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment. **Non-Participating Class Members.** The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Dee Lawrence v. Dependable Highway Express, Inc.*, and

include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by **DATE**, or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ (url) or the Court's website _____ (url).

A Participating Class Member who disagrees with any aspect of the Agreement or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is **DATE**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Dee Lawrence v. Dependable Highway Express, Inc.*, and include your name, current address, telephone number, and approximate dates of employment with Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on **DATE** at **TIME** in Department 11 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Apex Class Action's website at _____(url). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 23STCV07501. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Zachary Crosner
zach@crosnerlegal.com
Jamie Serb
jamie@crosnerlegal.com
Nikki Trenner
nikki@crosnerlegal.com
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210

Settlement Administrator:

Apex Class Action Administration

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

Exhibit 2

~~[MODEL]~~ CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between ~~plaintiff~~ Plaintiff Dee Lawrence (“Plaintiff”) and ~~defendant—(“XYZ”).~~ Defendant Dependable Highway Express, Inc. (“Defendant”). The Agreement refers to Plaintiff and ~~XYZ~~ Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 ~~_____~~ “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against ~~XYZ~~ Defendant captioned ~~_____~~ Lawrence v. Dependable Highway Express, Inc., et al., case number 23STCV07501 initiated on ~~—April 5, 2023~~ and pending in ~~the~~ Superior Court of the State of California, County of Los Angeles.
- 1.2 ~~_____~~ “Administrator” means ~~_____~~ Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 ~~_____~~ “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 ~~_____~~ “Aggrieved Employee” means ~~{e.g., a person employed by XYZ}~~ all current and former drivers in the Truckload, Less-Than-Truckload (“LTL”), and Harbor divisions who performed work for Defendant in California and classified as a who worked for XYZ at any time during the PAGA Period}.
- 1.5 ~~_____~~ “Class” means ~~{define class, e.g., all persons employed by XYZ}~~ all drivers who performed work in the Truckload, LTL, and Harbor divisions for Dependable Highway Express, Inc. in California and classified as
1.5 ~~_____~~ who worked for XYZ at any point during the Class Period}.
- 1.6 ~~_____~~ “Class Counsel” means ~~_____~~ Zach Crosner, Jamie Serb, and Nikki Trenner of Crosner Legal, PC.
- 1.7 ~~_____~~ “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

- 1.8 _____ “Class Data” means Class Member identifying information in ~~XYZ’s~~Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if available), and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9 _____ “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-~~Participating~~ Class Member who qualifies as an Aggrieved Employee).
- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member ~~or Aggrieved Employee~~ mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members ~~or Aggrieved Employees~~.
- ~~1.11~~ _____ “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be
- 1.11 _____ mailed to Class Members in English ~~+~~ with a Spanish translation, if applicable ~~}~~ in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the period from _____ ~~to _____~~ April 5, 2019 through either December 6, 2024 or the date of Preliminary Approval, whichever occurs first.
- 1.13 “Class Representative” means the named Plaintiff in the operative complaint in the Action, Dee Lawrence, seeking Court approval to serve as a ~~class representative~~ Class Representative.
- 1.14 “Class Representative Service Payment” means the payment to the Class Representative for ~~initiating~~ representing the ~~Action~~ Class and providing services in support of the Action.
- 1.15 “Court” means the Superior Court of California, County of Los Angeles.
- 1.16 ~~“XYZ”~~ “Defendant” means named Defendant ~~—~~ Dependable Highway Express, Inc.
- ~~1.17~~ _____ “Defense Counsel” means _____.
- 1.17 _____ “Defense Counsel” means Angela Cash of Scopelitis, Garvin, Light, Hanson & Feary, P.C., and Christopher C. McNatt, Jr. of Scopelitis, Garvin, Light, Hanson & Feary, LLP.
- 1.18 “Effective Date” means the date ~~on which~~ by when both of the following have occurred: (a) the Court enters a Judgment becomes on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if

one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or ~~(e)~~ if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19 “Final Approval” or “Final Approval Order” means the Court’s ~~order granting final approval~~Order Granting Final Approval of the Settlement.

1.20 Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.21 “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

~~1.21~~1.22 “Gross Settlement Amount” means \$~~990,000.00~~ which is the total amount ~~XYZ~~Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and ~~Administration~~the Administrator’s Expenses ~~Payment~~.

~~1.22~~1.23 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

~~1.23~~1.24 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share ~~of~~ 25%/35%~~0%~~ of the PAGA Penalties calculated according to the number of ~~PAGA Pay Periods~~Workweeks worked during the PAGA Period~~1~~.

~~1.24~~1.25 “Judgment” means the judgment entered by the Court based upon the Final Approval.

~~1.25~~1.26 “LWDA” means the California Labor and Workforce Development Agency~~, the agency entitled to receive 75% of the PAGA Penalties awarded under Labor Code section 2699, subd. (i).~~

~~1.26~~1.27 “LWDA PAGA Payment” means ~~the 75%/65%~~ of the PAGA Penalties paid to the LWDA under Labor Code section 2699, ~~subdivisions~~subd. (i).

~~1.27~~1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

~~1.28~~1.29 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30 “Operative Complaint” means the Third Amended Complaint filed in the Action.

~~1.29~~1.31 “PAGA Pay Period” means any ~~pay period~~Pay Period during which an Aggrieved Employee worked for ~~XYZ~~Defendant for at least one day during the PAGA Period.

~~1.30~~1.32 “PAGA Period” means the period from ~~_____~~to September 17, 2022 through December 6, 2024 or the date of preliminary approval, whichever occurs first.

~~1.31~~1.33 “PAGA” means the Private Attorneys General Act ~~(of 2004 (Labor Lab. Code, §§ 2698. et seq.)).~~

~~1.32~~1.34 “PAGA Notice” means Plaintiff’s January 9, 2024 letter to ~~XYZ~~Defendant and the LWDA ~~[and Plaintiff’s _____ letter to XYZ and the LWDA]~~ providing notice pursuant to Labor Code section 2699.3, ~~subdivision (subd.)~~(a).

~~1.33~~1.35 “PAGA Penalties” means the total amount of PAGA civil penalties (\$20,000.00) to be paid from the Gross Settlement Amount, allocated ~~[25%/35%]~~1% to the Aggrieved Employees ~~(_____ (\$5,000.00))~~ and ~~[75%/65%]~~1% to ~~the~~ LWDA ~~(_____ (\$15,000.00))~~ in settlement of PAGA claims.

~~1.34~~1.36 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

~~1.35~~1.37 “Plaintiff” means Dee Lawrence, the named plaintiff in the Action.

~~1.36~~1.38 “Preliminary Approval” means the Court’s ~~order granting preliminary approval~~Order Granting Preliminary Approval of the Settlement.

1.39 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval of the Settlement.

~~1.37~~1.40 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

~~1.38~~1.41 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

~~1.39~~1.42 “Released Parties” means ~~XYZ: Defendant~~ and each of its former ~~and~~ present ~~-, and future~~ parents, directors, officers, directors, trustees, agents, employees, shareholders, owners,

members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates.

1.401.43 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.411.44 “Response Deadline” means ~~[e.g., 60]~~45 days after the Administrator mails ~~the Class Notice to Class Members and Aggrieved Employees~~, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion, ~~[from the Settlement, or (b) fax, email, or mail objections]~~his or her Objection to the Settlement, ~~or (c) fax, email or mail a challenge to the number of Workweeks allocated to the Class Member in the Class Notice.~~ Class Members to whom ~~Class Notices~~Notice Packets are resent after having been returned undeliverable to the Administrator shall have ~~their deadline extended~~ an additional [14] calendar days beyond the Response Deadline has expired.

1.421.45 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.431.46 “Workweek” means any week during which a Class Member worked for ~~XYZ~~Defendant for at least one day, during the Class Period.^u

2. RECITALS.

2.1 ——— On April 5, 2023, Plaintiff ~~commenced this Action by filing a complaint alleging causes of~~ Frank Brazil filed the underlying class action against XYZ for ~~_____]~~ [Defendant in the Los Angeles County Superior Court. On July 14, 2023, Plaintiff filed a [e.g., Brazil timely provided a PAGA Notice to the LWDA and Defendant’s agent for service of process and Human Resources department. Defendant was served with Plaintiff Brazil’s PAGA Notice on July 20, 2023. Plaintiff Brazil later filed the First Amended Complaint] alleging causes on November 21, 2023 adding a cause of action against XYZ for alleged violations of the Private Attorney General Act of 2004 (“PAGA”).

_____. The [e.g., First Amended] Complaint is the operative complaint in the Action (the “Operative Complaint”).] ~~XYZ denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.~~

2.2 ——— Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely ~~written notice to XYZ and the LWDA by sending the PAGA Notice.~~

2.2 ——— On _____ Plaintiff Lawrence timely provided a PAGA Notice to the LWDA and Defendant’s agent for service of process and Human Resources department on January

9, 2024. Defendant was served with Plaintiff's PAGA Notice on January 12, 2024. On February 20, 2024, a Second Amended Complaint was filed adding Plaintiff Lawrence to the action and alleging (1) recovery of unpaid wages and liquidated damages; (2) failure to furnish accurate, itemized wage statements; (3) failure to timely pay all wages due upon separation of employment; (4) failure to reimburse expenses; (5) violation of the Unfair Competition Law; and (6) violation of the PAGA on behalf of a class of all individuals who have been employed by Defendant in California as a driver, driver helper, or other similar title.

2.3 Thereafter, the Plaintiff Lawrence filed a Third Amended Complaint adding her allegations for violations of the PAGA and dismissing Plaintiff Frank Brazil from the Action.

2.32.4 On July 20, 2023, the Parties participated in an all-day mediation presided over by _____ the Honorable Jan M. Adler (ret.) of Judicate West which led to this Agreement ~~for describe alternative means of negotiation]~~ to settle the Action.

2.42.5 _____ Before [mediation] [negotiating the Settlement], Plaintiff obtained, through [formal] [informal] discovery, ~~(documents, testimony and information obtained)~~ _____. Prior to mediation, Plaintiff obtained, through formal and informal discovery, relevant documents and class data from Defendant including (1) Plaintiff's personnel file, (2) Plaintiff's time and payroll records, (3) the employee handbooks in effect during the Class Period, (4) Defendant's additional policies and operating procedures regarding the (a) payment of wages, (b) timekeeping policies (including recording hours), (c) issuance of wage statements, (d) reimbursement of business expenses, and (e) termination wages, and (5) a sampling of the payroll and time records for the putative class members. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-130 ("*Dunk/Kullar*").

2.52.6 The Court ~~[has]~~ [has not] granted class certification. _____

(list case names, case numbers, and jurisdictions)

2.62.7 _____ The Parties, Class Counsel and Defense Counsel represent ~~[that]~~ they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement] ~~[they are aware of the following other pending matter[s] or action[s] asserting claims that will be extinguished or affected by the Settlement:]~~

(list case names, case numbers, and jurisdictions)

_____.

3. MONETARY TERMS.

- 3.1 ~~_____~~ **Gross Settlement Amount.** ~~XYZ~~ Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$~~990,000.00~~ and no more as the Gross Settlement Amount ~~{and to separately pay including~~ any and all employer payroll taxes owed on the Wage Portions ~~{as defined below}~~ of the Individual Class Payments. ~~XYZ~~ Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) ~~before~~ prior to the deadline stated in Paragraph 4.2. ~~3~~ of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to ~~XYZ~~ Defendant.
- 3.2 ~~_____~~ **Payments from the Gross Settlement Amount.** The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:
- 3.2.1 ~~_____~~ **To Plaintiff:** Class Representative Service Payment to the Class Representative of not more than \$~~_____~~ \$10,000.00 (in addition to any Individual Class Payment ~~{and any Individual PAGA Payment}~~ the Class Representative is entitled to receive as a Participating Class Member). ~~XYZ~~ Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the ~~Motion for~~ Final Approval Motion, Plaintiff will seek Court approval for any Class Representative Service ~~Payment~~. Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount 3.2.1 requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay issue an IRS Form 1099 to Plaintiff reflecting the Class Representative Service Payment ~~using IRS Form 1099~~. Plaintiff assumes full responsibility and liability for ~~employee~~ any taxes owed based on the Class Representative Service Payment.
- 3.2.2 **To Class Counsel:** A Class Counsel Fees Payment of not more than ~~_____~~ %one-third of the Gross Settlement Amount plus the \$10,000 payment made to Kathy Brazil, the authorized representative of Frank Brazil, deceased, under the terms of the separate Confidential Settlement Agreement and General Release of Claims, entered into by Frank Brazil through his duly authorized representative, Kathy Brazil, which is currently estimated to be \$~~_____~~ 333,333.33, and a Class Counsel Litigation Expenses Payment of not more than \$~~_____~~ XYZ25,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. As part of the ~~Motion for~~ Final Approval Motion, Plaintiff ~~and/or Class Counsel may will~~ seek Court approval of ~~at the~~ Class Counsel Fees Payment and Class ~~Counsel~~ Litigation Expenses Payment. ~~In support of the Class Counsel Litigation Expenses Payment, Class Counsel must submit a cost ledger~~

~~listing each expense incurred during the Action.~~ If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the ~~amount~~amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will ~~pay~~issue one or more IRS Forms 1099 to Class Counsel reflecting the Class Counsel Fees Payment and Class Counsel ~~Litigation~~ Expenses Payment ~~using one or more IRS 1099 Forms.~~ Class Counsel assumes full responsibility and liability for taxes owed based on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds ~~XYZ~~Defendant harmless, and indemnifies ~~XYZ~~Defendant, from any dispute or controversy regarding any division or sharing of any of these ~~payments~~Payments.

3.2.3 ——— To the Administrator: An ~~Administration~~Administrator Expenses Payment not to exceed

3.2.3 ~~\$ ———~~ \$12,500.00 except for a showing of good cause and as approved by the Court. To the extent the ~~administration expenses~~Administration Expenses are less ~~than~~ or the Court approves payment less than \$12,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment, ~~which the Administrator shall calculate~~ calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. ~~—~~20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. ~~The — issued by the Administrator.~~ 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for ~~{e.g., interest and penalties}~~ (the "Non-Wage Portion").^{iv} The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms issued by the Administrator. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 **Effect of Non-Participating Class Members on Calculation of Individual Class Payments.** Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 **To the LWDA and Aggrieved Employees:** PAGA Penalties in the amount of \$
 20,000.00 to be paid from the Gross Settlement Amount, with ~~{75%/65%}~~ (\$
 % (\$15,000.00) allocated to the LWDA PAGA Payment and ~~{25%/35%}~~ (\$
 % (\$5,000.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' ~~{25%/35%}~~% share of PAGA Penalties (\$ 5,000.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 ~~Class Size Estimates. Based on a review of its records to date, XYZ estimates there are~~ ~~Class Members who collectively worked a total of~~ ~~Workweeks, and~~ ~~Aggrieved Employees who worked a total~~ ~~of PAGA Pay Periods.~~^v

4.1 Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.2 **Funding of Gross Settlement Amount.** ~~XYZ~~Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay XYZ's share of payroll taxes, Amoun by transmitting the funds to the Administrator no later than ~~{14}~~ days after the Effective Date.
- 4.3 **Payments from the Gross Settlement Amount.** Within ~~{14}~~ days after ~~XYZ~~Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- ~~4.3.1~~ The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Participating Class Members and Aggrieved
- ~~4.4.1~~ Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members ~~who are also Aggrieved Employees~~ a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- ~~4.3.24.2~~ The Administrator must conduct ~~ana~~ Class Member Address Search for all other Participating Class Members and Aggrieved Employees whose checks are returned undelivered without ~~a United States Postal Service ("USPS")~~ forwarding address. Within ~~{7}~~ days of receiving a returned check the Administrator must re-mail ~~the check~~checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Participating Class Members ~~or~~and Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Member and/or Aggrieved Employee whose original check was lost or misplaced, ~~as~~ requested by the Participating Class Member and/or Aggrieved Employee ~~before~~prior to the void date.
- ~~4.3.3~~ For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the

~~funds represented by such a check [to a Court approved nonprofit organization or foundation consistent with Code of Civil Procedure section 384, subdivision (b)] ("Cy Pres Recipient") [to the California Controller's Unclaimed Property Fund in the name of the Class Member]. [The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient].~~

~~4.3.44.4.3~~ For any Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such ~~check~~checks to the California ~~Controller's~~Controller's Unclaimed Property Fund in the name of the ~~Aggrieved Employee~~Class Member thereby leaving no ~~"unpaid residue"~~ subject to the requirements of California Code of Civil Procedure ~~section~~Section 384, ~~subdivisions~~subd. (b).

~~4.3.54.4.4~~ The payment of Individual Class Payments and Individual PAGA Payments shall not obligate ~~XYZ~~Defendant to confer any additional benefits or make any additional payments to Participating Class Members or Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when ~~XYZ~~Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, and Class Members, will release claims against all Released Parties as follows:

~~Individual Class Payments, Plaintiff, Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:~~

5.1 **Plaintiff's Release.** Plaintiff and ~~Plaintiff's~~her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences ~~{that occurred during the Class Period}~~, including, but not limited to:

5.1 (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA Notice- ~~("Plaintiff's Release."), and (c) any and all other claims, known or unknown, at law or in equity, arising out of all transactions, matters, or occurrences between Plaintiff and Defendant during the Class Period. ("Plaintiff's Release.")~~ Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for ~~vested benefits, unemployment benefits, disability benefits, social security benefits, or~~ workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be

true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.^{vi}

5.1.1 **Plaintiff's Waiver of Rights Under California Civil Code Section 1542.** For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

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

~~5.2~~ **Release by Participating Class Members:**

~~5.2~~ All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations stated in the Operative Complaint, including, but not limited to, (1) the specific claims asserted in the Operative Complaint, i.e., claims for (i) recovery of unpaid wages and liquidated damages; (ii) failure to furnish accurate itemized wage statements; (iii) failure to timely pay all wages due upon separation of employment; (iv) failure to reimburse business expenses; (v) violations of the Unfair Competition Law, and (2) all claims pursuant to any Federal, State, local, or agency law, rule, regulation, ordinance, executive order, common law, or other requirement that are could have been alleged to have based on the facts in the operative complaint, including, but not limited to, the Fair Labor Standards Act, 29 U.S.C. §201 and the California Labor Code, the Private Attorneys General Act ("PAGA"), California Labor Code section 2698 et seq.; California Code of Civil Procedure section 1021.5; California Code of Regulations, title 8, sections 11010 and 11040; Industrial Welfare Commission Wage Orders; and California Business and Professions Code sections 17200 et seq. that occurred during the Class Period [including, e.g., "(a) any and all claims involving any alleged failure to pay minimum wage; etc.]. Participating Class Members only release these claims for the duration of the Class Period. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, ~~or~~ workers' compensation, or claims based on events~~facts~~ occurring outside the Class Period. ("Class Released Claims").

~~5.3~~ **Release by Aggrieved Employees:**

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA

Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations stated in the Operative Complaint ~~that are alleged to have occurred during the PAGA Period~~

5.3 and the PAGA Notice ~~including, e.g., “(a) any and all claims involving any alleged but not limited to: (1) recovery of unpaid wages and liquidated damages; (2) failure to pay minimum furnish accurate itemized wage; etc.; statements; (3) failure to timely pay all wages due upon separation of employment; (4) failure to reimburse business expenses; (5) failure to keep accurate records; (6) failure to produce employment records; (7) failure to provide meal periods; (8) failure to provide rest periods; (9) failure to pay overtime wages; (10) failure to separately compensate rest and recovery periods and nonproductive time to piece-rate employees; (11) failure to pay statutory wages; (12) refusal to make payment; (13) implementing unlawful labor conditions; (14) failure to provide paid sick leave; (15) failure to provide supplemental paid sick leave; (16) unlawful deductions (17) failure to pay reporting time pay; (18) failure to provide a day of rest in seven; (19) failure to pay vested vacation and/or paid time off; (20) failure to pay final wages at the place of discharge; (21) publishing misleading compensation to induce employment; and (22) unlawful agreements and/or criminal inquiries during the PAGA Period. Aggrieved Employees only release these claims for the duration of the PAGA Period.~~

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1 ——— XYZ’s Defendant’s Declaration in Support of Preliminary Approval. Within 14 days of the full execution of this Agreement, XYZ Defendant will prepare and deliver to Class Counsel a signed ~~declaration~~ Declaration from XYZ Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator ~~and Cy Pres Recipient (if applicable).~~. In their ~~declarations~~ Declarations, Defense Counsel and XYZ Defendant shall aver ~~whether that~~ they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 ——— **Plaintiff’s Responsibilities.** Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code ~~section~~ Section 2699, ~~subdivisions~~ subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval ~~and Approval of PAGA Settlement~~; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of

interest with Class Members ~~[and/or the proposed Cy Pres Recipient]~~; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, ~~[and/or]~~ the Administrator ~~[and/or the proposed Cy Pres Recipient]~~; ~~(vi;~~ (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; ~~and~~ its timely transmission to the LWDA of all necessary PAGA documents (~~PAGA Notice~~ ~~(Lab. initial notice of violations~~ (Labor Code, ~~§~~ section 2699.3, subd. (a)), Operative Complaint (~~Lab. Labor~~ Code, ~~§~~ section 2699, subd. (l)(1)), ~~and the~~ this Agreement (~~Lab. Labor~~ Code, ~~§~~ section 2699, subd. (l)(2)); ~~(vii)~~ a redlined version of the parties' Agreement showing all modifications made to the ~~Los Angeles Superior Court's~~ Model Agreement ready for filing with the Court; and ~~(viii)~~ vii all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator ~~and/or the Cy Pres Recipient.~~ In their ~~declarations~~ Declarations, Plaintiff and Class Counsel shall aver ~~whether that~~ they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. Plaintiff will provide the documents described in this paragraph no later than 7 days prior to the date the Motion for Preliminary Approval is filed.

~~6.3~~ 6.3 ~~Responsibilities of Counsel.~~ Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than ~~[30]~~ days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion ~~for~~ for Preliminary Approval; and for appearing in Court to

6.3 advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4 ~~_____~~ Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

~~7.1~~ 7.1 ~~Selection of Administrator.~~ The Parties have jointly selected _____ to serve as the Administrator and verified that, as a condition of appointment,

7.1 ~~_____~~ Apex Class Action Administration agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for ~~the payment of~~ Administration Expenses ~~Payment~~. The Parties and their Counsel represent that they have no interest or

relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 ~~_____~~ **Employer Identification Number.** The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 ~~_____~~ **Qualified Settlement Fund.** The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

7.4 **Notice to Class Members.**

7.4.1 ~~_____~~ ~~Not later than [e.g., 15] days after the Court grants Preliminary Approval, XYZ will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to effect and perform under this Agreement. XYZ has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which XYZ must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.~~ No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

~~Members, Aggrieved Employees, Workweeks and PAGA Pay Periods in the Class Data.~~

7.4.2 ~~_____~~ Using best efforts to perform as soon as possible, and in no event later than ~~{14}~~ days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, and via email (to all Class Members for whom Defendant is able to provide a last known email address), the Class Notice ~~{with Spanish translation, if applicable}~~ substantially in the form attached to this Agreement as **Exhibit _____A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment ~~(if applicable)~~ payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before

mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- 7.4.3 — Not later than ~~{3}~~ business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 — The ~~deadline~~deadlines for Class Members' written objections, ~~challenges~~Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose ~~notices are~~notice is re-mailed. ~~Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional [14] calendar days beyond the Response Deadline.~~ The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 — If the Administrator, ~~XYZ~~Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than ~~{14}~~ days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Notice to LWDA.

- 7.5.1 On the same date or prior to the date that Class Counsel files the Motion for Preliminary Approval, Class Counsel shall additionally file a notice with the LWDA providing the LWDA with notice of the Settlement as required by Cal. Lab. Code § 2699(s)(2).

7.5.6 Requests for Exclusion (Opt-Outs).

- ~~7.5.1~~ — Class Members who wish to exclude themselves ~~from~~ (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Response Deadline. ~~Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed).~~ A Request

7.6.1 for Exclusion is a letter from a Class Member or ~~the Class Member's~~his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

~~7.5.27.6.2~~ ——— The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

~~7.5.37.6.3~~ ——— Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release and Aggrieved Employee Release under ~~Paragraph~~Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

~~7.5.47.6.4~~ ——— Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.4 of this Agreement and are eligible for an Individual PAGA Payment.

~~5.3 of this Agreement and are eligible for an Individual PAGA Payment.~~

7.67.7 ——— **Challenges to Calculation of Workweeks.** Each Class Member shall have ~~until~~45 days after the Response Deadline Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. ~~The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges to the number of Workweeks.~~ In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct if so long as they are consistent with the Class Data. The Administrator's determination of ~~allocation~~each Class

Member's allocation of Workweeks ~~is and/or Pay Periods shall be~~ final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide ~~to Defense Counsel and Class Counsel~~ copies of all challenges to the calculation of Workweeks and /or Pay Periods to Defense Counsel and Class Counsel and documentation of the Administrator's determination of the challenges.

7.7.8 **Objections to Settlement.**

7.7.17.8.1 ——— Only Participating Class Members may object to the class action components of the Settlement and /or this Agreement, including contesting the fairness of the Settlement, and ~~the/or~~ amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, ~~Administration Expenses Payment,~~ and /or Class Representative Service Payment.

7.7.27.8.2 ——— Participating Class Members may send written objections to the Administrator, by fax, email, or mail ~~no later than. In the Response Deadline alternative,~~ Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present ~~oral objections at the Final Approval Hearing verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).~~

7.7.37.8.3 ——— Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.87.9 ——— **Administrator Duties.** The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator ~~set forth~~ contained in this Agreement or otherwise.

7.8.17.9.1 ——— **Website, Email Address and Toll-Free Number.** The Administrator will establish, and maintain, and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval, and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.27.9.2 ——— **Requests for Exclusion (Opt-outs) and Exclusion List.** The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than ~~{5}~~ days after the expiration of the deadline for submitting

Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; ~~and~~ (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

~~7.8.37.9.3~~ 7.9.3 ~~_____~~ **Weekly Reports.** The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

~~assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.~~

~~7.9.4~~ 7.9.4 ~~_____~~ **Workweek and/or Pay Period Challenges.** The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

~~7.8.47.9.5~~ 7.9.5 ~~_____~~ **Administrator’s Declaration.** Not later than ~~{14}~~ days ~~before the date by which Plaintiff is required to file the Motion for Final Approval of~~ after the ~~Settlement Response Deadline~~, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of the Class Notice, the total number of Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from the Settlement it received (both valid or invalid), ~~and~~ the number of written objections. ~~The declaration shall and~~ attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

~~7.8.57.9.6~~ 7.9.6 ~~_____~~ **Final Report by Settlement Administrator.** Within ~~{10}~~ days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least ~~{15}~~ days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in

Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the ~~Administrator's~~Administrator's declaration in Court.

8. ~~XYZ'S~~ CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.

8.1 Based on its records, Defendant estimates that, as of June 27, 2024, there are 1,104 Class Members and 84,442 Total Workweeks during the Class Period.

8.2 The Gross Settlement Amount was agreed upon based on Defendant's representations of the total number of Workweeks in the Class Period. If the number of Workweeks during the Class Period exceeds 84,442 by more than ten percent (10%), the Gross Settlement Amount shall be increased on a pro rata basis per Workweek exceeding the 10% increase (i.e. if the number increases by 11%, the Gross Settlement Amount shall be increased by 1%). However, Defendant has the right to shorten the Class Period in lieu of increasing the Gross Settlement Amount.

8.9. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, ~~XYZ~~Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if ~~XYZ~~Defendant withdraws, the Settlement shall be void ab initio ~~and~~, have no force or effect whatsoever, and ~~that~~ neither Party will have any further obligation to perform under ~~this~~the Agreement; provided, however, ~~XYZ~~Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. ~~XYZ~~Defendant must notify Class Counsel and the Court of its election to withdraw not later than ~~[seven]~~7 days after the Administrator sends the final Exclusion List to Defense Counsel; ~~late~~. Late elections will have no effect.

9.10. MOTION FOR FINAL APPROVAL. Not later than ~~[16]~~ court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, ~~subdivisions~~subd. (l), a ~~proposed~~Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel ~~not no~~ later than ~~[seven]~~7 days ~~before~~prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

9.10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than ~~that~~ [than five] court days ~~before~~prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.210.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members or Aggrieved Employees), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the

amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

~~9.3~~10.3 ~~Continuing Jurisdiction of the Court.~~ The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

~~9.4~~10.4 ~~Waiver of Right to Appeal.~~ Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

~~9.5~~10.5 ~~Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment.~~ If the ~~appellate court~~reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Participating Class Members or Aggrieved Employees), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional ~~administration expenses~~Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

~~10.11.~~ **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

~~11.12.~~ **ADDITIONAL PROVISIONS.**

~~11.12.1~~ ~~No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes.~~ This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by ~~XYZ~~Defendant that any of the allegations in the Operative Complaint have merit or

that ~~XYZ~~Defendant has any liability for any claims asserted; nor ~~is~~should it be intended or ~~should be~~ construed as an admission by Plaintiff that ~~XYZ's~~Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, ~~grant~~Final Approval, or enter Judgment, ~~XYZ~~Defendant reserves the right to contest certification of any class for any ~~reason, XYZ~~reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest ~~XYZ's~~Defendant's defenses. The Settlement, this Agreement, and ~~Parties'~~the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.212.2 ——— **Confidentiality ~~Before Preliminary Approval of the Settlement~~**. Neither Plaintiff, Class Counsel, ~~XYZ~~Defendant, nor Defense Counsel shall issue any press release or other announcement related to the Settlement. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate, ~~and/or~~ publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) ~~to~~ counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. In all other cases, Plaintiff, Class Counsel, ~~XYZ/~~Defendant and Defense Counsel separately agree ~~not to, directly or indirectly, initiate any conversation or other communication, before to limit their statements regarding the filing terms of the Motion for Preliminary Approval, with any third party regarding this Agreement or Settlement, whether oral, written, or electronic (including the matters giving rise world wide web), to this Agreement except to respond only that say~~ "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members. This paragraph also does not restrict Class Counsel from referencing this Settlement in future cases in order to support their adequacy as Class Counsel.

11.312.3 ——— **No Solicitation**. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

~~11.4~~12.4 ~~_____~~ **Integrated Agreement.** Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

~~11.5~~12.5 ~~_____~~ **Attorney Authorization.** Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and ~~XYZ~~Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

~~11.6~~12.6 ~~_____~~ **Cooperation.** The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement ~~and~~, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of ~~a mediator~~ Mediator Hon. Jan M. Adler (ret.) and/or the Court for resolution.

~~11.7~~12.7 ~~_____~~ **No Prior Assignments.** The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity ~~any~~and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

~~11.8~~12.8 ~~_____~~ **No Tax Advice.** Neither Plaintiff, Class Counsel, ~~XYZ~~Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

~~11.9~~12.9 ~~_____~~ **Modification of Agreement.** This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

~~11.10~~12.10 ~~_____~~ **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

~~11.11~~12.11 ~~_____~~ **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the ~~State~~state of California, without regard to conflict of law principles.

~~11.12~~12.12 **Cooperation in Drafting.** The Parties have cooperated in the drafting and ~~preparing~~preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

~~11.13~~12.13 **Confidentiality.** To the extent permitted by law, all agreements made, and orders entered during ~~the~~ Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

~~11.14~~12.14 **Use and Return of Class Data.** Information provided to Class Counsel pursuant to ~~Evidence~~Cal. Evid. Code ~~section §~~ 1152, and all copies and summaries of the Class Data provided to Class Counsel by ~~XYZ~~Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and ~~for~~ no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or ~~the California Rules~~rule of ~~Court~~court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a ~~declaration~~Declaration confirming the final pay out of all Settlement funds, Plaintiff or Class Counsel shall destroy, all paper and electronic versions of Class Data received from ~~XYZ~~Defendant unless, ~~before~~prior to the Court's discharge of the Administrator's obligation, ~~XYZ~~Defendant makes a written request to Class Counsel for the return, rather than the ~~destruction~~destructions, of Class Data.

~~11.15~~12.15 **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

~~11.16~~12.16 **Calendar Days.** Unless otherwise noted, all ~~references~~reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

~~11.17~~12.17 **Notice.** All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Zachary Crosner
zach@crosnerlegal.com
Jamie Serb
jamie@crosnerlegal.com

(date) _____ (date)

12.20 Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

Dated: _____

Plaintiff DEE LAWRENCE

Dated: _____

for:

Defendant DEPENDABLE HIGHWAY EXPRESS

Dated: _____ **CROSNER LEGAL, PC**

Zachary Crosner, Esq.

Jamie Serb, Esq.

Nikki Trenner, Esq.

Attorneys for Plaintiff and the Class

Dated: _____ **SCOPELITIS, GARVIN, LIGHT, HANSON &
FEARY, PC/LLP**

Christopher C. McNatt

Angela S. Cash

Attorneys for Defendant

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR
FINAL COURT APPROVAL**

† _____ (case name and number) _____ †

Lawrence v. Dependable Highway Express, Inc., et al., Case No. 23STCV07501,
California Superior Court for the County of Los Angeles

The Superior Court for the State of California authorized this Notice. Read it carefully!

~~It is~~ It is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against _____ [abbreviate name; “XYZ” is used herein as a placeholder] Defendant Dependable Highway Express, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by a [former] XYZ employee _____ driver (“Plaintiff”) who worked for Defendant and seeks payment of ~~(1)~~ back wages ~~and other relief~~ for a class of ~~[e.g., hourly] employees~~ all drivers who performed work in the Truckload, LTL, and Harbor divisions for Dependable Highway Express, Inc. in California (“Class Members”) who worked for XYZ during the Class Period _____ (April 5, 2019 to _____; December 6, 2024 or the date of preliminary approval, whichever occurs first); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all ~~[e.g., hourly] employees who worked for XYZ~~ drivers who performed work in the Truckload, LTL, and Harbor divisions for Dependable Highway Express, Inc. in California during the PAGA Period (_____ September 17, 2022 to _____ December 6, 2024 or the date of preliminary approval, whichever occurs first) (“Aggrieved Employees”).

The proposed ~~settlement~~ Settlement has two main parts: (1) a ~~class settlement~~ Class Settlement requiring XYZ Defendant to fund ~~individual class payments~~ Individual Class Payments, and (2) a PAGA ~~settlement~~ Settlement requiring XYZ Defendant to fund ~~individual~~ Individual PAGA ~~payments~~ Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on XYZ’s Defendant’s records, and the ~~parties’~~ Parties’ current assumptions, your ~~individual class payment~~ Individual Class Payment is estimated to be \$ _____ (less withholding) and your ~~individual~~ Individual PAGA ~~payment~~ Payment is estimated to be \$ _____. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your ~~individual~~ Individual PAGA ~~payment~~ Payment, then according to XYZ’s Defendant’s records you are not eligible for an ~~individual~~ Individual PAGA ~~payment~~ Payment under the ~~settlement~~ Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on XYZ’s Defendant’s records showing that you worked _____ workweeks during the Class Period and you worked _____ workweeks _____ pay periods during the PAGA Period. If you believe that you worked more workweeks during ~~the Class Period~~ either period, you can submit a challenge by the deadline date. See Section ~~iv~~ 4 of this Notice.

The Court has already preliminarily approved the proposed ~~settlement~~Settlement and approved this ~~notice~~Notice. The Court has not yet decided whether to grant final approval ~~of the Settlement~~. Your legal rights are affected whether you act or do not act. Read this ~~notice~~Notice carefully. You will be deemed to have carefully read and understood it. At the ~~final approval hearing~~Final Approval Hearing, the Court will decide whether to finally approve the ~~settlement~~Settlement and how much of the ~~settlement~~Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires ~~XYZ~~Defendant to make payments under the ~~settlement~~Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against ~~XYZ~~Defendant.

If you worked for ~~XYZ~~Defendant during the Class Period and/or the PAGA Period, you have two basic options under the ~~settlement~~Settlement:

1. Do Nothing. You don't have to do anything to participate in the proposed ~~settlement~~Settlement and be eligible for an ~~individual-class-payment~~Individual Class Payment and/or an ~~individual~~Individual PAGA ~~payment~~Payment. As a ~~participating-class member~~Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against ~~XYZ~~Defendant.

(+)~~2.~~ Opt-Out of the Class Settlement. You can exclude yourself from the ~~class-settlement~~Class Settlement (opt-out) by submitting the written ~~request~~Request for ~~exclusion~~Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the ~~settlement~~Settlement, you will not receive an ~~individual-class-payment~~Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against ~~XYZ~~Defendant, and, if you are an Aggrieved Employee, remain eligible for an ~~individual~~Individual PAGA ~~payment~~Payment. You cannot opt-out of the PAGA portion of the proposed ~~settlement~~Settlement.

~~XYZ~~Defendant will not retaliate against you for any actions you take with respect to the proposed ~~settlement~~Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an individual-class payment and an individual PAGA payment (if any). In exchange, you will give up your right to assert the wage claims against XYZ that are covered by this settlement ("Released Claims").
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You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed settlement, you can opt-out of the class settlement by sending the Administrator a written request for exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an individual class payment. Non-Participating Class Members cannot object to any portion of the proposed settlement. See Section VI of this notice. You cannot opt-out of the PAGA portion of the proposed settlement. XYZ must pay individual PAGA payments to all Aggrieved Employees, and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed settlement. The Court's decision whether to finally approve the settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section VII of this notice.

You Can Participate in the _____ Final Approval Hearing	~~The Court’s final approval hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the settlement at the final approval hearing. See Section VIII of this notice.~~
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	~~The amount of your individual class payment and individual PAGA payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to XYZ’s records is stated on the first page of this notice. If you disagree with the number of Class Period workweeks, you must challenge it by _____. See Section IV of this notice.~~

You Don’t Have to Do Anything to Participate in the Settlement. If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).

You Can Opt-Out of the Class Settlement but not the PAGA Settlement. The Opt-out Deadline is **DATE**. If you don’t want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.

You Cannot Opt-out of the PAGA Portion of the Proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement. Written objections must be submitted by **DATE**. All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff. See Section 7 of this Notice.

You Can Participate in the Final Approval Hearing. The Court’s Final Approval Hearing is scheduled to take place on **DATE**. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

You Can Challenge the Calculation of Your Workweeks/Pay Periods. Written Challenges Must be Submitted by **DATE**. The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least

one day during the PAGA Period, respectively. The number of Workweeks and number of Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you may challenge them. See Section 4 of this Notice.

I.1. WHAT IS THE ACTION ABOUT?

Plaintiff is a ~~{former} XYZ employee.~~ driver for Dependable Highway Express, Inc. The Action accuses ~~XYZ~~ Defendant of violating California labor laws by failing to ~~pay {the specific claims asserted in the Operative Complaint, i.e.g., overtime., claims for (i) recovery of unpaid wages, minimum wages, wages due upon termination and reimbursable expenses} and failing~~ liquidated damages; (ii) failure to ~~provide {e.g., meal periods, rest breaks and furnish~~ accurate itemized wage statements}; (iii) failure to timely pay all wages due upon separation of employment; (iv) failure to reimburse business expenses; (v) violations of the Unfair Competition Law. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (~~Lab. Labor~~ Code, ~~§ §§~~ 2698, et seq.~~.).~~) ("PAGA"). Plaintiff is represented by attorneys ("Class Counsel") in the Action.

Plaintiff is represented by attorneys in the Action: _____.

~~XYZ strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.~~

Defendant denies all allegations made by Plaintiff and denies that it violated any law. The Court has made no ruling on the merits of Plaintiff's claims. The Court has only preliminarily approved this class and representative action settlement. The Court will decide whether to give final approval to the settlement at the Final Approval Hearing.

I.2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether ~~XYZ or Plaintiff is correct on the merits.~~ Defendant violated any laws. In the meantime, Plaintiff and ~~XYZ~~ Defendant hired ~~{an experienced, neutral mediator/a retired judge/(describe alternative means of negotiation)}~~ in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and ~~XYZ~~ Defendant have negotiated a proposed settlementSettlement that is subject to the Court's final approval.Final Approval. Both sides agree the proposed settlementSettlement is a compromise of disputed claims. By agreeing to settle, ~~XYZ~~ Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the settlementSettlement is a good deal for you because they believe that: (1) ~~XYZ~~ Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) settlementSettlement is in the best interests of the Class Members, and Aggrieved Employees. The Court preliminarily approved the proposed settlementSettlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine whether to give final approval to the Settlement.

III.3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. ~~XYZ~~Defendant Will Pay \$—990,00.00 as the Gross Settlement Amount ~~(“(Gross Settlement”)-XYZ)~~. Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the ~~settlement~~Settlement. The Administrator will use the Gross Settlement to pay the ~~individual class payments, individual~~Individual Class Payments, Individual PAGA ~~payments, a class representative service payment~~Payments, Class Representative Service Payment, Class Counsel’s ~~attorneys’~~attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA-”). Assuming the Court grants ~~final approval, XYZ~~Final Approval, Defendant will fund the Gross Settlement not more than ~~{14}~~ days after the ~~judgment~~Judgment entered by the Court becomes final. The ~~judgment~~Judgment will be final on the date the Court enters ~~judgment~~Judgment, or a later date if Participating Class Members object to the proposed ~~settlement~~Settlement or the ~~judgment~~Judgment is appealed.

2. **Court Approved Deductions from Gross Settlement.** At the ~~final approval hearing,~~Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

A.● Up to \$_____ [~~_____ % of the Gross Settlement~~]333,333.33 to Class Counsel for attorneys’ fees and up to \$_____ 25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B.● Up to \$_____ ~~to Plaintiff~~10,000.00 as a ~~class representative award~~Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. ~~A class representative award~~A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff’s ~~individual class payment~~Individual Class Payment and any ~~individual~~Individual PAGA ~~payment~~Payment.

C.● Up to \$_____ 12,500.00 to the Administrator for services administering the ~~settlement~~Settlement.

D.● Up to \$_____ 20,000.00 for PAGA ~~penalties~~Penalties, allocated ~~{75%/65%}~~1% to the LWDA PAGA Payment and ~~{25%/35%}~~ to individual% in Individual PAGA paymentsPayments to the Aggrieved Employees based on their ~~pay periods during the~~ PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions ~~except the PAGA penalties.~~ The Court will consider all objections.

3. **Net Settlement Distributed to Class Members.** After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making ~~individual class payments~~Individual Class Payments to Participating Class Members based on their Class Period ~~workweeks~~Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and ~~XYZ~~Defendant are asking the Court to approve an allocation of ~~_____~~20% of each ~~individual-class payment~~Individual Class Payment to taxable wages (“Wage Portion”) and ~~80%~~to [e.g., penalties and interest, etc.] (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. ~~{Option 1: (XYZ~~Defendant will separately pay employer payroll taxes it owes on the Wage Portion.~~})~~. The ~~individual~~Individual ~~PAGA payments~~Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the ~~individual~~Individual ~~PAGA payments~~Payments and the Non-Wage Portions of the ~~individual-class payments~~Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and ~~xyz~~Defendant have agreed to these allocations, neither side is giving you any advice on whether your ~~payments~~Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed ~~settlement~~Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed ~~settlement~~Settlement.

5.—Need to Promptly Cash Payment Checks. The front of every check issued for ~~individual-class payments~~Individual Class Payments and ~~individual~~Individual ~~PAGA payments~~Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies ~~[will be deposited with the California~~ Controller’sController’s Unclaimed Property Fund in your name]~~[will irrevocably be lost to you because they will be paid to a non-profit organization or foundation].~~

~~f.~~ If the ~~monies~~payment represented by your check is sent to the Controller’s Unclaimed Property Fund, you should consult the rules of the ~~fund~~Fund for instructions on how to retrieve your money.~~f.~~

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the ~~class-settlement~~Settlement, unless you notify the Administrator in writing, not later than DATE, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed ~~request~~Request for ~~exclusion~~Exclusion by the ~~response deadline~~Response Deadline. The ~~request~~Request for ~~exclusion~~Exclusion should be a letter from ~~the Class Member~~a you or ~~Class Member’s~~your representative setting forth ~~the Class Member’s~~your name, present address, telephone number, and a simple statement electing to be excluded from the ~~settlement~~Settlement. Excluded Class Members ~~who opt-out (i.e., Non-Participating Class Members)~~ will not receive ~~individual-class payments~~Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against ~~XYZ~~Defendant.

You cannot opt-out of the PAGA portion of the ~~settlement~~Settlement. Class Members who ~~opt-out of~~exclude themselves from the ~~class-settlement~~Class Settlement (Non-Participating Class Members) remain eligible for ~~individual~~Individual ~~PAGA payments~~Payments and are required to give up their right to assert PAGA claims against ~~xyz~~Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will ~~not decline to~~ grant ~~final approval~~Final Approval of the ~~settlement~~Settlement or ~~not decline to~~ enter a ~~judgment~~Judgment. It is also possible the Court will enter a ~~judgment~~Judgment that is reversed on appeal.

Plaintiff and ~~XYZ~~Defendant have agreed that, in either case, the ~~settlement~~Settlement will be void, ~~XYZ; Defendant~~ will not pay any money, and Class Members will not release any claims against ~~XYZ~~Defendant.

8.—Administrator. The Court has appointed a neutral company, ~~_____~~ Apex Class Action Administration (the “Administrator”) to send this ~~notice~~Notice, calculate and make payments, and process Class Members’ ~~requests~~Requests for ~~exclusion~~Exclusion. The Administrator will also decide Class Member ~~challenges~~Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the ~~settlement~~Settlement. The Administrator’s contact information is contained in Section ~~ix~~9 of this ~~notice~~Notice.

9. Participating Class Members’ Release. After the Judgment is final and ~~XYZ~~Defendant has fully funded the Gross Settlement ~~{and separately paid all employer payroll taxes}~~}, Participating Class Members will be legally barred from asserting any of the claims released under the ~~settlement~~Settlement. This means that unless you opted out by validly excluding yourself from the ~~class-settlement~~Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against ~~XYZ~~Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on ~~PAGA-Period~~the facts, as alleged in the Action and resolved by this ~~settlement~~Settlement.

~~The Participating Class Members will be bound by the following release:~~

Release: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, ~~heirs~~, administrators, successors, and assigns, release Released Parties from ~~(i)~~ all claims that were alleged, or reasonably could have been alleged, based on the facts ~~and allegations stated~~ in the Operative Complaint including, but not limited to, (1) the specific claims asserted in the Operative Complaint, i.e., claims for (i) recovery of unpaid wages and liquidated damages; (ii) failure to furnish accurate itemized wage statements; (iii) failure to timely pay all wages due upon separation of employment; (iv) failure to reimburse business expenses; (v) violations of the Unfair Competition Law, and (2) all claims pursuant to any Federal, State, local, or agency law, rule, regulation, ordinance, executive order, common law, or other requirement that ~~are~~ could have been alleged to have based on the facts in the Operative Complaint, including, but not limited to, the Fair Labor Standards Act, 29 U.S.C. §201 and the California Labor Code, the Private Attorneys General Act (“PAGA”), California Labor Code section 2698 et seq.; California Code of Civil Procedure section 1021.5; California Code of Regulations, title 8, sections 11010 and 11040; Industrial Welfare Commission Wage Orders; and California Business and Professions Code sections 17200 et seq. that occurred during the Class Period [including, e.g., “(a) any and all claims involving any alleged failure to pay minimum wage; etc.]. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on ~~events~~facts occurring outside the Class Period.^{viii}

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and ~~XYZ~~Defendant has paid the Gross Settlement ~~{and separately paid the employer-side payroll taxes}~~}, all Aggrieved Employees will be barred from asserting PAGA claims against ~~XYZ~~Defendant based on the facts stated in the Operative Complaint and Plaintiff Lawrence’s PAGA Notices including, but not limited to: (1) recovery of unpaid wages and liquidated damages; (2) failure to furnish accurate itemized wage statements; (3) failure to timely pay all wages due upon separation of employment; (4) failure to reimburse business expenses; (5) failure to keep accurate records; (6)

~~failure to produce employment records; (7) failure to provide meal periods; (8) failure to provide rest periods; (9) failure to pay overtime wages; (10) failure to separately compensate rest and recovery periods and nonproductive time to piece-rate employees; (11) failure to pay statutory wages; (12) refusal to make payment; (13) implementing unlawful labor conditions; (14) failure to provide paid sick leave; (15) failure to provide supplemental paid sick leave; (16) unlawful deductions (17) failure to pay reporting time pay; (18) failure to provide a day of rest in seven; (19) failure to pay vested vacation and/or paid time off; (20) failure to pay final wages at the place of discharge; (21) publishing misleading compensation to induce employment; and (22) unlawful agreements and/or criminal inquiries, during the PAGA Period~~, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the ~~class settlement~~Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against ~~XYZ~~Defendant or its related entities based on the ~~PAGA Period~~ facts alleged in the Action and resolved by this ~~settlement~~Settlement.

The Aggrieved Employees' Release is as follows:

~~All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the PAGA Period and the PAGA Notice [including, e.g., (a) any and all claims involving any alleged failure to pay minimum wage; etc.].^{viii}~~

IV.4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. **Individual Class Payments.** The Administrator will calculate ~~individual class payments~~Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. **Individual PAGA Payments.** The Administrator will calculate ~~individual~~Individual PAGA ~~payments~~Payments by (a) dividing \$20,000 by the total number of PAGA ~~Period pay periods~~Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA ~~Period pay periods~~Pay Periods worked by each individual Aggrieved Employee.

3. **Workweek/Pay Period Challenges.** The number of Workweeks you worked during the Class Period ~~and the number of PAGA Pay Periods you worked during the PAGA Period~~, as recorded in ~~XYZ's~~Defendant's records, ~~is~~are stated in the first page of this ~~notice~~Notice. You have until DATE to challenge the number of Workweeks ~~and/or Pay Periods~~ credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section ~~ix~~9 of this ~~notice~~Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept ~~XYZ's~~Defendant's calculation of Workweeks ~~and/or Pay Periods~~ based on ~~XYZ's~~Defendant's records as accurate

unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and ~~XYZ's~~Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

V.5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the ~~individual class payment and the individual PAGA payment (if any)~~Individual Class Payment and the Individual PAGA Payment. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Settlement (i.e., every Non-Participating Class Member).

~~2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single individual PAGA payment check to every Aggrieved Employee who opts out of the class settlement.~~

Your check will be sent to the same address as this ~~notice~~Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section ~~IX~~9 of this ~~notice~~Notice has the Administrator's contact information.

VI.6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

~~To opt out of the class action settlement, submit~~Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the ~~settlement~~Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as

Dee Lawrence v. Dependable Highway Express, Inc., and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. ~~You~~The Administrator must ~~send~~be sent your request to be excluded ~~to the Administrator~~ by DATE, or it will be invalid. Section ~~IX~~9 of the ~~notice~~Notice has the Administrator's contact information.

VII.7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the ~~settlement~~Settlement. Before deciding whether to object, you may wish to see what Plaintiff and ~~xyz~~Defendant are asking the Court to approve. At least 16 ~~court~~ days before the ~~final approval hearing~~Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed ~~settlement~~Settlement is fair, and ~~states~~stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a ~~class representative service award~~Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section ~~ix~~9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's ~~website~~Website _____ (url) or the Court's website _____ (url).

_____ (url) _____ or the Court's website _____ (url) _____

A Participating Class Member who disagrees with any aspect of the ~~settlement~~Agreement or the Motion for Final Approval may wish to object, for example, that the proposed ~~settlement~~Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is _____ DATE. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action ~~—Dee Lawrence v. Dependable Highway Express, Inc.,~~ and include your name, current address, telephone number, and approximate dates of employment ~~for [xyz] with Defendant~~ and sign the objection. Section ~~ix~~9 of this ~~notice~~Notice has the Administrator's contact information.

AAAlternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the ~~final approval hearing~~Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section ~~viii~~8 of this ~~notice~~Notice (immediately below) for specifics regarding the ~~final approval hearing~~Final Approval Hearing.

VIII.8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but ~~don't~~do not have to, attend the ~~final approval hearing~~Final Approval Hearing on _____ DATE at ~~(time)~~ TIME in Department ~~111~~ of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the ~~hearing~~Hearing, the judge will decide whether to grant ~~final approval~~Final Approval of the ~~settlement~~Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and ~~defense counsel~~Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the ~~final approval hearing~~Final Approval Hearing. You should check the ~~Administrator's~~Court's website _____ beforehand or contact Class Counsel to verify the date and time of the ~~final approval hearing~~Final Approval Hearing.

IX.9. _____ HOW CAN I GET MORE INFORMATION?

The ~~settlement agreement~~Agreement sets forth everything ~~XYZ~~Defendant and Plaintiff have promised to do under the proposed ~~settlement~~Settlement. The easiest way to read the ~~settlement agreement~~Agreement, the ~~judgment~~Judgment or any other ~~settlement~~Settlement documents is to go to _____ (specify entity) _____ Apex Class Action's website at _____ (_____ (url) _____).

_____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <http://www.lacourt.org/casesummary/ui/index.aspx> ~~[confirm]~~(http://www.lacourt.org/casesummary/ui/index.aspx) and entering the Case Number for the Action, Case No. —23STCV07501. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

~~Class Counsel:~~

~~Name of Attorney:~~

~~Email Address:~~

~~Name of Firm:~~

~~Mailing Address:~~

~~Telephone:~~

Class Counsel:

Zachary Crosner

zach@crosnerlegal.com

Jamie Serb

jamie@crosnerlegal.com

Nikki Trenner

nikki@crosnerlegal.com

9440 Santa Monica Blvd., Suite 301

Beverly Hills, CA 90210

Settlement Administrator:

Name of Company:

Apex Class Action Administration

Email Address:

Mailing Address:

Telephone:

Fax Number:

X.10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, ~~you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds~~ ~~[you will have no way to recover the money].~~

XI.11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

ⁱ For PAGA settlements involving PAGA notice letters sent to the LWDA after June 19, 2024, ensure that Plaintiff complies with the new PAGA requirements established by S.B. 92 and A.B. 2288. The PAGA penalty allocation in the Settlement Agreement should be revised to reflect the updated structure detailed in Lab. Code, § 2699(m) — 65% of the amount to the LWDA, 35% to Aggrieved Employees.

ⁱⁱ The Parties may need to tailor this language to pay periods or shifts depending on the facts of the case.

ⁱⁱⁱ The Parties are free to negotiate a payment plan structure if appropriate. In the motion for preliminary approval, counsel should submit evidence (e.g., declaration from a representative of Defendant) explaining the financial necessity for a payment plan.

^{iv} ~~Note that this is not the only possible appropriate breakdown depending on the claims at issue in the case (e.g., a settlement that is solely a Labor Code section 226, subdivision (a) claim).~~

^v ~~Insert any negotiated terms addressing the possibility that XYZ's estimates of Class size, Workweeks, or PAGA Pay Periods turn out to be understated or concerning an "escalator" clause memorializing XYZ's promise to increase the Gross Settlement Amount in an agreed-upon proportion to the percentage by which the calculated class size, Workweeks, or PAGA Pay Periods exceed XYZ's estimates. Counsel must finalize the end dates of the Class and PAGA Periods before filing the Motion for Preliminary Approval and submit evidence showing if the escalator clause has been triggered and the consequences.~~

^{vi} ~~The Parties can negotiate and propose a broader individual release for Plaintiff's claims.~~

^{vii} ~~Releases in the Notice should be verbatim to the releases in the Settlement Agreement.~~

^{viii} ~~Releases in the Notice should be verbatim to the releases in the Settlement Agreement.~~

Exhibit 3

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

Lawrence v. Dependable Highway Express, Inc., et al., Case No. 23STCV07501,
California Superior Court for the County of Los Angeles

The Superior Court for the State of California authorized this Notice. Read it carefully!

It is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Dependable Highway Express, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by a former driver (“Plaintiff”) who worked for Defendant and seeks payment of back wages for a class of all drivers who performed work in the Truckload, LTL, and Harbor divisions for Dependable Highway Express, Inc. in California (“Class Members”) during the Class Period (April 5, 2019 to December 6, 2024 or the date of preliminary approval, whichever occurs first); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all drivers who performed work in the Truckload, LTL, and Harbor divisions for Dependable Highway Express, Inc. in California during the PAGA Period (September 17, 2022 to December 6, 2024 or the date of preliminary approval, whichever occurs first) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that you worked [REDACTED] workweeks during the Class Period and you worked [REDACTED] pay periods during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

1. **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
2. **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement. If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).

You Can Opt-Out of the Class Settlement but not the PAGA Settlement. The Opt-out Deadline is **DATE**. If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.

You Cannot Opt-out of the PAGA Portion of the Proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement. Written objections must be submitted by **DATE**. All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff. See Section 7 of this Notice.

You Can Participate in the Final Approval Hearing. The Court's Final Approval Hearing is scheduled to take place on **DATE**. You don't have to attend but you do have the right to appear

(or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

You Can Challenge the Calculation of Your Workweeks/Pay Periods. Written Challenges Must be Submitted by **DATE**. The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Workweeks and number of Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you may challenge them. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former driver for Dependable Highway Express, Inc. The Action accuses Defendant of violating California labor laws by failing to the specific claims asserted in the Operative Complaint, i.e., claims for (i) recovery of unpaid wages and liquidated damages; (ii) failure to furnish accurate itemized wage statements; (iii) failure to timely pay all wages due upon separation of employment; (iv) failure to reimburse business expenses; (v) violations of the Unfair Competition Law. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys ("Class Counsel") in the Action.

Defendant denies all allegations made by Plaintiff and denies that it violated any law. The Court has made no ruling on the merits of Plaintiff's claims. The Court has only preliminarily approved this class and representative action settlement. The Court will decide whether to give final approval to the settlement at the Final Approval Hearing.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant violated any laws. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine whether to give final approval to the Settlement.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

Defendant Will Pay \$990,00.00 as the Gross Settlement Amount (Gross Settlement).

Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Up to \$333,333.33 to Class Counsel for attorneys' fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- Up to \$10,000.00 as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- Up to \$12,500.00 to the Administrator for services administering the Settlement.
- Up to \$20,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to penalties and interest ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the payment represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you notify the Administrator in writing, not later than **DATE**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a you or your representative setting forth your name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

Administrator. The Court has appointed a neutral company, Apex Class Action Administration (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for

wages based on the Class Period facts and PAGA penalties based on the facts, as alleged in the Action and resolved by this Settlement.

Participating Class Members Release: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint including, but not limited to, (1) the specific claims asserted in the Operative Complaint, i.e., claims for (i) recovery of unpaid wages and liquidated damages; (ii) failure to furnish accurate itemized wage statements; (iii) failure to timely pay all wages due upon separation of employment; (iv) failure to reimburse business expenses; (v) violations of the Unfair Competition Law, and (2) all claims pursuant to any Federal, State, local, or agency law, rule, regulation, ordinance, executive order, common law, or other requirement that could have been alleged based on the facts in the Operative Complaint, including, but not limited to, the Fair Labor Standards Act, 29 U.S.C. §201 and the California Labor Code, the Private Attorneys General Act (“PAGA”), California Labor Code section 2698 et seq.; California Code of Civil Procedure section 1021.5; California Code of Regulations, title 8, sections 11010 and 11040; Industrial Welfare Commission Wage Orders; and California Business and Professions Code sections 17200 et seq. that occurred during the Class Period. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendant has paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant based on the facts stated in the Operative Complaint and Plaintiff Lawrence’s PAGA Notices including, but not limited to: (1) recovery of unpaid wages and liquidated damages; (2) failure to furnish accurate itemized wage statements; (3) failure to timely pay all wages due upon separation of employment; (4) failure to reimburse business expenses; (5) failure to keep accurate records; (6) failure to produce employment records; (7) failure to provide meal periods; (8) failure to provide rest periods; (9) failure to pay overtime wages; (10) failure to separately compensate rest and recovery periods and nonproductive time to piece-rate employees; (11) failure to pay statutory wages; (12) refusal to make payment; (13) implementing unlawful labor conditions; (14) failure to provide paid sick leave; (15) failure to provide supplemental paid sick leave; (16) unlawful deductions (17) failure to pay reporting time pay; (18) failure to provide a day of rest in seven; (19) failure to pay vested vacation and/or paid time off; (20) failure to pay final wages at the place of discharge; (21) publishing misleading compensation to induce employment; and (22) unlawful agreements and/or criminal inquiries, during the PAGA Period, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the facts alleged in the Action and resolved by this Settlement.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$20,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **DATE** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment. **Non-Participating Class Members.** The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Dee Lawrence v. Dependable Highway Express, Inc.*, and

include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by **DATE**, or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ (url) or the Court's website _____ (url).

A Participating Class Member who disagrees with any aspect of the Agreement or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is **DATE**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Dee Lawrence v. Dependable Highway Express, Inc.*, and include your name, current address, telephone number, and approximate dates of employment with Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on **DATE** at **TIME** in Department 11 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Apex Class Action's website at _____(url). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 23STCV07501. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Zachary Crosner
zach@crosnerlegal.com
Jamie Serb
jamie@crosnerlegal.com
Nikki Trenner
nikki@crosnerlegal.com
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210

Settlement Administrator:

Apex Class Action Administration

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

Exhibit 4



Los Angeles Office
9440 Santa Monica Blvd.
Beverly Hills, CA 90210

Kiara Bramasco, Esq.
kiara@crosnerlegal.com
direct: (424) 335-5236
office: (866) 276-7637
fax: (310) 510-6429

July 14, 2023

VIA PAGA ONLINE FILING ONLY:

California Labor & Workforce
Development Agency
ATTN: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
PAGAFilings@dir.ca.gov

VIA U.S. CERTIFIED MAIL:

Ron Massman
Agent for Service of Process for:
Dependable Highway Express, Inc.
2555 E. Olympic Blvd.
Los Angeles, CA 90023

Dependable Highway Express, Inc.
Attn: Human Resources / Legal Department
2555 E. Olympic Blvd.
Los Angeles, CA 90023

Dependable Highway Express, Inc.
Attn: Human Resources / Legal Department
PO Box 58047
Los Angeles, CA 90058-0047

NOTICE OF PRIVATE ATTORNEYS GENERAL ACT CLAIM

To: California Labor and Workforce Development Agency and Dependable Highway Express, Inc.
Date: July 14, 2023
Subject: *Frank Brazil v. Dependable Highway Express, Inc.*

Introduction

This office represents PLAINTIFF, Frank Brazil (hereinafter "PLAINTIFF") in connection with PLAINTIFF's claims under the California Labor Code. PLAINTIFF was, at all relevant times

herein mentioned, an employee of the following entity and individual managing agents of said entity: Dependable Highway Express, Inc. (hereinafter, this entity and its managing agents are collectively referred to as “DEFENDANTS”). DEFENDANTS may be contacted directly at the addresses listed above.

Pursuant to California Labor Code sections 2699.3 and 2699.5, PLAINTIFF, on behalf of PLAINTIFF, and on behalf of all current and former non-exempt employees employed by any one or more of the DEFENDANTS at any location in California within one year of the date of this notice (“NON-EXEMPT AGGRIEVED EMPLOYEES”) and on behalf of all current and former exempt employees employed by any one or more of the DEFENDANTS at any location in California within one year of the date of this notice (“EXEMPT AGGRIEVED EMPLOYEES”), hereby gives written notice (“NOTICE”) of PLAINTIFF’s claims against DEFENDANTS. This NOTICE is being provided via online filing to the California Labor and Workforce Development Agency (“LWDA”) and DEFENDANTS via certified mail to their Agent(s) for Service of Process and/or entity mailing address as provided to the California Secretary of State.

This NOTICE also serves to demonstrate PLAINTIFF’s reasonable attempt at settlement with DEFENDANTS. If DEFENDANTS are interested in settling this matter before a lawsuit is filed, DEFENDANTS may contact Crosner Legal, P.C., at the address listed at the close of this NOTICE. This settlement attempt is in compliance with relevant California law. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal.4th 553, 561.

This NOTICE is sent in compliance with the reporting requirements of California Labor Code sections 2699.3 and 2699.5. This NOTICE further reserves any and all rights by PLAINTIFF to amend this notice to include, amend, or add further charges upon discovery of new violations of any of the provisions of the California Labor Code. In addition, to the extent that entities and/or other individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code sections including, but not limited to sections 558.1 and 1197.1—PLAINTIFF reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue. Any further amendments and changes to this notice shall relate back to the date of this NOTICE. Consequently, DEFENDANTS are on notice that PLAINTIFF continues its investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of *any* of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein. For violations that are curable under § 2699.3(c) and that DEFENDANTS intend to cure within the statutory time period set forth in §§ 2699 and 2699.3(c), the DEFENDANTS shall provide notice including a description of the actions taken to cure. If the alleged violation is not cured within the statutory time period, PLAINTIFF will commence a civil action pursuant to section 2699. For all other violations that are not curable, an action pursuant to section 2699(a) and 2699(f) will commence after the requirements under 2699.3 are fulfilled.

Based on the following summary of facts and theories upon which PLAINTIFF will base PLAINTIFF’s claims, PLAINTIFF requests that the LWDA regard this NOTICE as written notice of PLAINTIFF’s intent to seek civil penalties against DEFENDANTS. Under *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, a PAGA representative has authority to

seek penalties for all known violations committed by the employer – regardless of whether the representative experienced all violations personally. *Id.* at 760-761. Moreover, under *Johnson v. Maxim Healthcare Servs., Inc.*, (2021) 66 Cal. App. 5th 924, 929, an employee may pursue a claim under PAGA even when that employee’s individual claim is time-barred.

PLAINTIFF, on behalf of PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES, and EXEMPT AGGRIEVED EMPLOYEES, alleges that the specific provisions of California law that DEFENDANTS have violated, requiring this NOTICE, include but are not limited to: California Labor Code sections 201-203, 204, 208, 216, 221-223, 226, 226.2, 226.7, 227.3, 245-248.6, 432, 432.5, 432.7, 510, 512, 558, 558.1, 976, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2751, 2802, 2810.5, and all applicable Wage Orders.

The Named Entities Are Joint Employers of PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES

California courts have recognized that the definition of “employer” for purposes of enforcement of the California Labor Code goes beyond the concept of traditional employment to reach irregular working arrangements for the purpose of preventing evasion and subterfuge of California’s labor laws. *Martinez v. Combs* (2010) 49 Cal.4th 35, 65. As such, anyone who directly or indirectly, or through an agent or any other person, engages, suffers, or permits any person to work or exercises control over the wages, hours, or working conditions of any person, may be liable for violations of the California Labor Code as to that person.

PLAINTIFF is informed and believes and thereon alleges that at all relevant times DEFENDANTS and unknown entities operated as a single integrated enterprise with common ownership and centralized human resources as set forth herein. Under California law, in determining whether two defendant entities are liable as an integrated enterprise, courts consider four factors: (1) centralized control of labor relations; (2) interrelation of operations; (3) common management; and (4) common ownership or financial control. *Laird v. Capital Cities/Abc, Inc.* (1998) 68 Cal.App.4th 727, 737 (overruled on other grounds, *Reid v. Google, Inc.* (2010) 50 Cal. 4th 512 (2010).)

PLAINTIFF believes and hereon asserts that DEFENDANTS and unknown entities must be classified as joint employers of PLAINTIFF for purposes of liability for civil penalties under PAGA, as the aforementioned entities engaged, suffered and permitted PLAINTIFF to perform services from which they benefited, and furthermore that the aforementioned entities had the right to exercise control over the wages, hours and/or working conditions of PLAINTIFF at all relevant times herein, so as to be considered the joint employers of PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES. By reason of their status as joint employers of PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES, they are each liable for civil penalties for violations of the California Labor Code and applicable Wage Orders as to PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES.

Individual Liability Under Labor Code § 558.1

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

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

General Information

DEFENDANTS own, operate, manage and/or staff its employees to work at the warehouses, offices, yards, facilities and/or other location(s) in California, including but not limited to the warehouses, offices, yards, facilities and/or other location(s) in Fresno, California. DEFENDANTS, through its various locations serve the logistics industry.¹ Although DEFENDANTS may operate a successful company or have a noble mission, DEFENDANTS do not comply with California's labor laws.

PLAINTIFF is a former employee of DEFENDANTS. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with a job title of professional driver, truck driver and/or a similar title(s) and/or position(s) from in or around July 2022 through on or around March 15, 2023. PLAINTIFF hauled primarily dog food and/or furniture. PLAINTIFF reported to DEFENDANTS' offices, warehouse, yard and/or location(s) in Fresno, California, and completed routes in cities throughout California, including but not limited to, Bakersfield, Sacramento, Victorville, and Fresno, California. PLAINTIFF regularly worked at least eight (8) to twelve (12) hours per day, at least five (5) days per week. DEFENDANTS paid PLAINTIFF an hourly rate for time counted by DEFENDANTS as hours worked.

¹ See <https://www.godependable.com/Company-Overview>. Last visited on July 14, 2023.

Among other things, DEFENDANTS (1) failed and continue to fail to keep accurate and complete time records for PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES; (2) failed and continue to fail to pay PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked; (3) failed and continue to fail to pay NON-EXEMPT AGGRIEVED EMPLOYEES at least minimum wage for all hours worked and failed and continue to fail to pay NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions all overtime/regular rates for corresponding work; (4) failed and continue to fail to pay proper overtime wages for failure to incorporate all non-discretionary compensation into the overtime premium pay calculations; (5) failed and continue to fail to provide NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions with proper meal and/or rest breaks, and/or compensate NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions an additional hour of premium pay at the regular rate of compensation for missed/improper meal and/or rest periods; (6) refused and continue to refuse to make and/or falsely denied the amount of payments due to PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES, including but not limited to, owed sick pay; (7) failed and continue to fail to place PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES on proper notice of their workplace rights, including but not limited to owed sick pay; (8) failed and continue to fail to provide legally compliant wage statements to PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES; (9) made unlawful deductions from PLAINTIFF's and other NON-EXEMPT AGGRIEVED EMPLOYEES' and EXEMPT AGGRIEVED EMPLOYEES' paychecks; (10) failed and continue to fail to timely pay wages to PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES during employment and/or upon separation of employment; (11) failed and continue to fail to reimburse PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES for business expenses incurred on behalf of DEFENDANTS; (12) conducted and continue to conduct illegal criminal and/or financial background checks as a condition of PLAINTIFF's, NON-EXEMPT AGGRIEVED EMPLOYEES' and EXEMPT AGGRIEVED EMPLOYEES' hire and continued employment; (13) required and continue to require PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to disclose arrests not resulting in convictions and/or to disclose convictions prior to extending an offer of employment and/or otherwise impermissibly inquired and continue to inquire into PLAINTIFF's, NON-EXEMPT AGGRIEVED EMPLOYEES', and/or EXEMPT AGGRIEVED EMPLOYEES' criminal history on their employment applications and sign off on same as a condition of employment; (14) failed and continues to fail to pay all reporting time pay wages to PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES; and (15) required and continue to require PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES, and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to a term or condition that violates the law as a condition of employment. Further descriptions of the above-mentioned violations and others are explained below.

Labor Code Violations

Recordkeeping Requirement Violations: California Labor Code section 1174 requires employers to keep "accurate and complete" payroll records showing, among other things, the hours worked daily by PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES. All applicable

IWC Wage Orders, sections 6 and/or 7 similarly requires employers to keep accurate time records reflecting the times during which allowed meal periods were provided each day.

Based on information and belief, DEFENDANTS failed, and continue to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES began and ended each work period, time records of meal periods, and accurate itemized wage statements.

Based on information and belief, DEFENDANTS failed and continue to fail to keep accurate and complete records showing total hours worked by PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES by virtue of DEFENDANTS' time rounding and/or auto deduction policies and practices and/or other off-the-clock work policies and practices.

DEFENDANTS failed and continue to fail to keep accurate and complete records showing total hours worked by virtue of DEFENDANTS' failure to relieve PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and DEFENDANTS' control for unpaid meal periods, resulting in unpaid hours worked.

Based on information and belief, DEFENDANTS further failed, and continue to fail, to record the true start and end times of NON-EXEMPT AGGRIEVED EMPLOYEES' meal periods.

Based on further information and belief, DEFENDANTS further failed and continue to fail, to record the true start and end times of PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES' work shifts.

Additionally, DEFENDANTS failed, and continue to fail to keep accurate records and issue accurate wage statements by not documenting accrued sick time for PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES.

DEFENDANTS' failure to keep "accurate and complete" payroll records for PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject DEFENDANTS to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each NON-EXEMPT AGGRIEVED EMPLOYEE, results in a separate civil penalty.²

Violations of Labor Code Sections 226(b)-(c), 1198.5, and 432:

Time and Pay Records

Labor Code section 226 and all applicable IWC Wage Orders, section 7 require that employers keep the following information on file for each employee for a minimum of three years: The employee's dates of employment; the employee's hourly rates and the corresponding number of hours worked by the employee at each hourly rate, when the employee begins and ends each work

² See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

period (including meal periods) and split intervals; total hours worked by the employee; all deductions; gross wages earned; and net wages earned.

Section (b) of Labor Code section 226 further requires employers to “afford current and former employees the right to inspect or receive a copy of records pertaining to their employment upon reasonable request to the employer.” Section (c) of Labor Code section 226 provides that, “an employer who receives a written or oral request to inspect or receive a copy of records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request. A violation of this subdivision is an infraction.” An employer’s failure to comply within this timeframe entitles a current or former employee to recover a seven hundred fifty-dollar (\$750) penalty from the employer. Lab. Code section 226(f).

Personnel Records

In addition to their right to time and pay records, employees, and their representatives, have the right to inspect and receive a copy of their personnel files pursuant to Labor Code section 1198.5. This statute applies to both former and current employees. Labor Code section 432 further specifies that employers must furnish copies of all employment records bearing the employee’s signature.

Labor Code section 1198.5 also requires that the file be made available for inspection or receipt within a “reasonable” amount of time, but “not later than 30 calendar days from the date the employer receives a written request.” An employer’s failure to comply within this timeframe likewise entitles a current or former employee to recover a seven hundred fifty-dollar (\$750) penalty from the employer. Lab. Code section 1198.5(k).

Based on information and belief, DEFENDANTS failed to timely produce or make available a current or former employee’s personnel records and/or payroll records when requested pursuant to Labor Code sections 226, 1198.5, 432, and/or the applicable Wage Order. Based on information and belief, DEFENDANTS failed and continue to fail to timely produce complete payroll and personnel records when requested by NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES.

These violations subject DEFENDANTS to penalties under Labor Code sections 226, 1198.5, and 2699. Each violation of each Labor Code section and Wage Order provision, for each NON-EXEMPT AGGRIEVED EMPLOYEE and each EXEMPT AGGRIEVED EMPLOYEE, results in a separate civil penalty.

Meal Period Violations: California law requires employers to provide employees a duty-free, uninterrupted thirty (30) minute meal period when an employee works more than five (5) hours in a workday, and it must be provided within the first five (5) hours the employee works. Lab. Code section 512 (and all applicable IWC Wage Orders), sections 10 and/or 11(A) and (C); *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004. Employers must also provide employees with a second duty-free, uninterrupted thirty (30) minute meal period when an employee works more than (10) hours in a workday, and it must be provided before the end of the 10th hour of work. *Ibid.* Meal periods can be waived, but only under the following circumstances: (1) if an employee’s total work period in a day is over five (5) hours but no more than six (6) hours,

the required meal period may be waived by mutual consent of the employer and employee, and (2) if an employee's total work period in a day is over ten (10) hours but no more than twelve (12) hours, the required second meal period may be waived by mutual consent of the employer and employee, but only if the first meal period was not waived. *Ibid.* Upon information and belief, PLAINTIFF did not sign a valid meal period waiver throughout PLAINTIFF's employment by DEFENDANTS.

Employers covered by any and all applicable IWC Wage Orders have an obligation to both (1) relieve their employees for at least one meal period for shifts over five hours (see above), *and* (2) to record having done so. If the employer fails to properly record a valid meal period, it is presumed that no meal period was provided. All applicable IWC Wage Orders, section 7(A)(3) ("Meal periods . . . shall also be recorded"); *Brinker, supra*, 53 Cal.4th 1004, 1052-1053, citing section 7(A)(3) ("If an employer's records show no meal period for a given shift over five hours, a rebuttable presumption arises that the employee was not relieved of duty and no meal period was provided").

Employers must pay employees an additional hour of wages at the employees' regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted meal period, first meal period provided after five (5) hours, second meal period provided after 10 hours). Lab. Code § 226.7; all applicable IWC Wage Orders, §11(B) ("If an employer fails to provide an employee a meal period in accordance with the applicable provision of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided"); *Brinker, supra*, 53 Cal.4th 1004.

NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions consistently worked shifts of five and a one-half (5 ½) hours or more, entitling to at least one meal period.

NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions would not receive legally compliant thirty (30) minute first meal breaks. Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions were consistently unable to take timely, off duty, thirty-minute, uninterrupted meal periods, often being forced to take late meal periods, interrupted meal periods, and/or work through part or all their meal periods due to understaffing, the nature and constraints of their job duties and/or commentary from supervisors pressuring them to take non-compliant meal breaks or skip meal breaks completely. For example, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions were forced to take late meal periods in order to complete assigned job duties. Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions were at times interrupted during purported meal periods and/or had meal periods cut short and/or restricted to DEFENDANTS' premises due to the need to continue assigned job duties.

Based on information and belief, other NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions were consistently suffered and permitted to take meal periods past the fifth hour of work and/or had their meal periods interrupted, cut short, restricted to DEFENDANTS' premises and/or otherwise on duty due to commentary from supervisors,

understaffing, the nature and constraints of their job duties, and/or the need to meet DEFENDANTS' goals and expectations.

Based on information and belief, DEFENDANTS implemented policies and/or practices that failed to relieve NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions of all duties and DEFENDANTS' control during unpaid meal periods.

Based on information and belief, DEFENDANTS required NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions to complete off-the-clock work prior to their scheduled shift time which DEFENDANTS failed to take into account when scheduling meal periods for NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions. Based on information and belief, meal periods were late, in part due to unaccounted pre-shift off-the-clock work.

Based on information and belief, DEFENDANTS had actual and/or constructive knowledge that their policies and practices resulted in the denial of uninterrupted meal periods which were free of DEFENDANTS' control owed to NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions, in violation of California's meal period laws.

Based on information and belief, per DEFENDANTS' uniform policy and practice, NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions who worked shifts of more than ten hours did not receive a second legally compliant thirty (30) minute second meal break.

Based on information and belief, despite DEFENDANTS' failure to provide lawful meal periods, DEFENDANTS implemented a policy and/or practice of rounding the start and end times of NON-EXEMPT AGGRIEVED EMPLOYEES' working in non-truck-driving positions meal periods and/or automatically deducting at least thirty minutes per shift for missed and/or otherwise unlawful meal periods (including meal periods restricted to DEFENDANTS' premises), despite having actual and/or constructive knowledge that NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions did not receive lawful meal periods.

Moreover, based on information and belief, DEFENDANTS failed to keep accurate records of the true start and end times of NON-EXEMPT AGGRIEVED EMPLOYEES' working in non-truck-driving positions meal periods. Based on information and belief, to the extent meal periods were recorded, DEFENDANTS illegally rounded the start and end times of purported meal periods resulting in NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions not being paid for all time worked as well as late and/or shortened meal periods. *See Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

Based on information and belief, DEFENDANTS failed to instruct NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions as to the timing and duty-free nature of meal periods. Based on further information and belief, DEFENDANTS did not have a compliant written meal break policy, nor did DEFENDANTS have any sort of compliant policy in practice. Liability for the NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions can be established by evidence that an employer adopted a uniform corporate break policy that failed

to give full effect to California law and the applicable Wage Order requirements. The fact that employees may legally waive meal breaks does not affect this result. *Brinker, supra*, 53 Cal.4th 1004.

PLAINTIFF is further informed and believes and thereon alleges that DEFENDANTS had actual and/or constructive knowledge that their time-rounding and/or auto-deduction policies and practices resulted in the denial of lawful meal periods owed to NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions, in violation of California's meal period laws.

DEFENDANTS failed to pay NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions, an additional hour of wages at their respective regular rates of compensation for each workday a lawful meal period was not provided. DEFENDANTS either failed to pay a meal period premium at all for each workday a lawful meal period was not provided and/or failed to pay the proper meal period premium for failure to incorporate all non-discretionary remuneration, including but not limited to, bonuses, shift differential pay and/or other non-discretionary compensation into the regular rate or compensation for purposes of calculating the owed meal period premium.

The aforementioned conduct results in violations of Labor Code sections 226.7, 512, and 1198-1199, and all applicable IWC Wage Orders, section 10 and/or 11(A) and (C) along with all applicable IWC Wage Orders. These violations subject DEFENDANTS to civil penalties under Labor Code sections 558.1, 558 and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE working in a non-truck-driving position for each pay period during which the referenced statutes and Wage Order provisions were violated.³ DEFENDANTS' failure to provide valid meal periods, and the automatic deduction for meal periods that were not provided/valid, ultimately results in further violations, such as violations of Labor Code sections 1174, 1199, 226.6, discussed above, and other violations discussed below.

Rest Period Violations: California law requires employers to provide employees a paid, duty-free ten (10) minute rest period for each four (4) hours worked, or major fraction thereof. *See* applicable IWC Wage Order, §§ 11 and/or 12(A). In *Brinker v. Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012), the California Supreme Court held that employees are entitled to a 10-minute paid rest period for shifts from 3 ½ to 6 hours in length, two 10-minute rest periods for shifts more than 6 hours up to 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at 1029). The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the

³ See Lab. Code §2699(f)(2) (establishing that the civil penalty is “for each aggrieved employee per pay period”); Lab. Code §558 (establishing that the civil penalty is “for each underpaid employee for each pay period for which the employee was underpaid”); All applicable IWC Wage Orders, §20 (establishing that “[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid”).

employee's regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided").

Moreover, under California law rest periods must be a "net" ten minutes in a suitable rest area. *Id.* at 268 (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what "net" ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; see also, *Bufil v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the "onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to their employees.").

DEFENDANTS did not properly authorize and provide NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions with legally compliant rest periods at a rate of every four (4) hours worked or major fraction thereof, that insofar as practicable, are provided in the middle of the work period, as required by law.

NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions were not adequately informed, authorized, instructed about, nor permitted an opportunity to take proper rest breaks per California law. Based on information and belief, DEFENDANTS had no policy in place nor instruction as to the taking of duty-free rest periods. Based on information and belief, DEFENDANTS did not have a compliant written rest period policy, nor did DEFENDANTS have any sort of compliant rest period policy in practice. For example, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions were at times unable to take compliant rest periods due to their need to complete assigned job duties and/or were unable to take a net ten-minute rest period in a suitable rest area and/or had purported rest periods restricted to DEFENDANTS' premises.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES (working in non-truck-driving positions)' rest periods were interrupted, cut short, on duty, restricted to premises and/or late due to understaffing, the nature and constraints of their job duties, and/or due to commentary from supervisors/ managers pressuring NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions to skip rest breaks completely or otherwise take non-compliant rest periods.

Moreover, based on information and belief, DEFENDANTS failed to provide any form of a third rest period on shifts lasting longer than ten hours.

Based on information and belief, DEFENDANTS implemented policies and/or practices that failed to relieve NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions of all duties and DEFENDANTS' control during rest periods.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions were pressured to complete their work duties according to a designated schedule such that rest breaks were only taken once tasks were completed, and/or as time permitted.

Furthermore, DEFENDANTS failed to pay a rest period premium for each day in which NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions experienced a missed or otherwise unlawful rest period in violation of California law. *Bluford v. Safeway Stores, Inc.* (2013) 216 Cal. App. 4th 864, 872. DEFENDANTS failed to pay NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions, an additional hour of wages at their respective regular rates of pay for each workday a proper rest period was not provided. DEFENDANTS either failed to pay a rest period premium at all for each workday a lawful rest period was not provided and/or failed to pay the proper rest period premium for failure to incorporate all non-discretionary remuneration, including but not limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into the regular rate of compensation for purposes of calculating the owed rest period premium.

The aforementioned conduct results in violations of Labor Code sections 226.7, and 1198-1199, and all applicable IWC Wage Orders, §§ 11 and/or 12(A). These violations subject DEFENDANTS to civil penalties under Labor Code sections 558, 2699, and all applicable IWC Wage Orders, §20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE working in a non-truck-driving position for each pay period during which the referenced statutes and Wage Order provisions were violated.⁴

Minimum Wage Violations: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorneys’ fees, and costs of suit.” Labor Code section 1194.

Labor Code section 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission, and any payment of less than the minimum wage is unlawful. The minimum wage standard applies to each hour employees worked for which they were not paid. Pursuant to section 4 of the applicable Wage Order, “Every employer shall pay to each employee not less than the applicable minimum wage for all hours worked in the payroll period...” The applicable Wage Order defines “hours worked” as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” See §2 of all applicable Wage

⁴ See Lab. Code §2699(f)(2) (establishing that the civil penalty is “for each aggrieved employee per pay period”); and All applicable IWC Wage Orders, §20 (establishing that “[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid”).

Orders. Therefore, employers are required to pay employees for all time spent subject to the control of the employer and all time the employee is suffered or permitted to work. An employer's failure to pay for any particular hour worked by an employee is unlawful even if averaging an employee's total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324. Furthermore, "in any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon..." *Cal. Lab. Code* § 1194.2.

DEFENDANTS failed to compensate PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked by virtue of DEFENDANTS' automatic deduction and time rounding policies for shift start and shift end times and meal period start and end times, and failure to relieve employees of all duties/employer control during unpaid meal periods or otherwise unlawful practices for missed or improper meal periods as explained above.

Based on information and belief, DEFENDANTS implemented a policy and/or practice of rounding meal period start and end times and/or automatically deducting at least thirty minutes per shift for meal periods, despite having actual and/or constructive knowledge that PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES were subject to DEFENDANTS' control during purported meal periods and/or were otherwise not afforded with lawful meal periods, depriving PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES of all wages owed.

For example, PLAINTIFF was rarely if ever afforded a full thirty-minute off-duty meal period during his employment. PLAINTIFF was usually if not always forced to continue driving and/or completing other work tasks during unpaid meal periods as PLAINTIFF's assigned routes and/or delivery schedule as designated by DEFENDANTS usually if not always prohibited the taking of a full thirty-minute uninterrupted off-duty meal period. Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were required to remain inside and/or in immediate physical proximity to their assigned vehicles and/or tethered to their workstations during unpaid meal periods and/or were required to monitor work communication devices during unpaid meal periods and therefore were not relieved of all duties and DEFENDANTS' control during unpaid meal periods, resulting in unpaid minimum wages and straight time wages to NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, DEFENDANTS performed an automatic meal period deduction of at least thirty minutes per shift per NON-EXEMPT AGGRIEVED EMPLOYEE even though DEFENDANTS had actual and/or constructive knowledge that NON-EXEMPT AGGRIEVED EMPLOYEES were consistently required to return to work during unpaid meal periods, work through unpaid meal periods completely, and/or were not relieved of all duties and employer control during unpaid meal periods, resulting in consistent off-the-clock work and the underpayment of minimum wages and straight time wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

For example, PLAINTIFF did not clock out for meal periods during his employment because he was unable to take meal periods due to his assigned routes and/or delivery schedule and/or the

need to complete other work tasks. Nevertheless, DEFENDANTS deducted thirty minutes from PLAINTIFF's total hours worked for a purportedly off-duty thirty-minute meal period for most if not all shifts PLAINTIFF worked.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were not paid for all hours worked due to DEFENDANTS' policy and/or practice of paying according to scheduled hours worked instead of actual time worked, and/or mandated off-the clock work policies and/or practices.

For example, based on information and belief, DEFENDANTS have a policy and practice of rounding NON-EXEMPT AGGRIEVED EMPLOYEES' total hours worked to at least the nearest tenth, quarter, half and/or whole hour, resulting in the underpayment of minimum wages and straight time wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES. For example, DEFENDANTS' wage statement for PLAINTIFF for pay period beginning on October 9, 2022 and ending on October 15, 2022 shows precisely 56.60 hours worked. Likewise, DEFENDANTS' wage statement for PLAINTIFF for pay period beginning on November 13, 2022 and ending on November 19, 2022 shows precisely 48.00 regular hours worked. Based on information and belief, DEFENDANTS rounded PLAINTIFF's total hours worked to at least the nearest tenth, quarter, half and/or whole hour during most if not all pay periods, resulting in the consistent underpayment of minimum wages and straight time wages owed to PLAINTIFF.

Based on information and belief, DEFENDANTS also rounded the total hours worked of other NON-EXEMPT AGGRIEVED EMPLOYEES to at least the nearest tenth, quarter, half and/or whole hour resulting in the consistent underpayment of minimum wages and straight time wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were required to perform off-the-clock work due to work-related phone calls and/or messages NON-EXEMPT AGGRIEVED EMPLOYEES received to their phones/work-communication devices and were required to respond to outside of scheduled shift times and/or during unpaid meal periods, including but not limited to, communications from supervisors and/or other NON-EXEMPT AGGRIEVED EMPLOYEES regarding scheduling, shift assignments and/or other work tasks, resulting in the underpayment of wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

Moreover, based on information and belief, at times, DEFENDANTS' electronic employee time-keeping system / app malfunctioned such that NON-EXEMPT AGGRIEVED EMPLOYEES were required to either reinitiate and/or otherwise troubleshoot the system / app prior to being able to clock in and/or were unable to clock in at all for the start of their shifts, resulting in off-the-clock work and the underpayment of wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES. Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES experienced the same issues when clocking out for shifts. This time spent under DEFENDANTS' control was not recorded and not compensated and resulted in unpaid minimum wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES were required to complete other off-the-clock work tasks before clocking in for the

beginning of their shifts and/or after clocking out for the end of their shifts and/or during uncompensated meal periods, resulting in the underpayment of minimum and straight time wages owed to PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, DEFENDANTS failed to pay NON-EXEMPT AGGRIEVED EMPLOYEES for time they were required to spend completing orientation, policy questionnaires, and/or time spent completing the onboarding process including but not limited to reviewing various documents and policies provided by DEFENDANTS. Based on information and belief, this work time was completed off-the-clock and was not compensated. For example, based on information and belief, DEFENDANTS required NON-EXEMPT AGGRIEVED EMPLOYEES to review and sign various types of policies and documents, including but not limited to, safety guidelines/safety awareness certifications, employee time-keeping policies, among other documents, but they were not paid for all time spent reviewing and/or completing certification as directed by DEFENDANTS.

Based on further information and belief, DEFENDANTS implemented a time-rounding system that as applied systematically deprived PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES of compensable time because the time-rounding system implemented by DEFENDANTS would almost always, if not always, result in understating actual compensable work time. DEFENDANTS' failure to pay for all time worked by virtue of their time-rounding practices resulted in the underpayment of minimum wages owed to PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES as well as unpaid overtime wages for those NON-EXEMPT AGGRIEVED EMPLOYEES who worked more than eight (8) hours in a day and/or more than forty (40) hours in a week.

DEFENDANTS' failure to pay for all time worked by virtue of their time rounding, auto-deduction policies and practices for unlawful meal periods, failure to provide lawful meal periods, and/or other off-the-clock work practices and policies, resulted in the underpayment of minimum wages owed to PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES as well as unpaid overtime wages for those NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions who worked more than eight (8) hours in a day and/or more than forty (40) hours in a week.

Based on information and belief, DEFENDANTS had actual and/or constructive knowledge that their time rounding policies/practices, auto-deduction policies and practices, failure to provide lawful meal periods and/or other off-the-clock work resulted in the underpayment of minimum wages owed to PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES, in violation of California's minimum wage laws.

These violations subject DEFENDANTS, to civil penalties under Labor Code sections 558, 558.1, 1197.1 and all applicable IWC Wage Orders, §20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the referenced statutes and Wage Order provisions were violated.⁵

⁵ See Lab. Code §1197.1(a) (establishing that the civil penalty is “for each underpaid employee for each pay period for which the employee was underpaid”); All applicable IWC Wage Orders, §20 (establishing that “[i]n addition to

Overtime Violations: California law requires employers to pay overtime equal to one and one-half times the regular hourly rate of pay for each hour worked beyond eight (8) hours per workday and each hour worked beyond forty (40) hours per work week. Lab. Code §510; IWC Wage Order All applicable IWC Wage Orders §3. Employers must pay overtime equal to double the regular hourly rate of pay for each hour worked beyond twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in a work week. *Ibid.*

Based on information and belief, DEFENDANTS violated California's overtime laws by, among other things, failing to correctly calculate, or record, the total number of hours worked by NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions and not paying proper overtime rates for overtime worked by virtue of same.

Namely, DEFENDANTS' automatic deduction and time rounding policies and practices for meal periods and shift start times and shift end times, payment according to scheduled hours worked rather than actual time worked, off-the-clock/unpaid work completed during meal periods and/or time spent restricted to DEFENDANTS' premises and/or subject to DEFENDANTS' control during off-the-clock meal periods (described above), and/or other off-the-clock work resulted in the failure to account for all hours worked and thus the denial of minimum wages as well as overtime wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions who worked more than eight (8) hours in a day or more than forty (40) hours in a week.

Based on information and belief, DEFENDANTS failed and continue to fail to pay a premium wage rate for all hours worked beyond eight (8) hours in a day or beyond forty (40) hours in a week.

Based on information and belief, DEFENDANTS failed and continue to fail to pay twice NON-EXEMPT AGGRIEVED EMPLOYEES (working in non-truck-driving positions)' regular rate(s) of pay for time worked beyond twelve (12) hours per workday and for time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in violation of California's overtime laws.

Based on information and belief, DEFENDANTS failed to incorporate all non-discretionary remuneration, including but not limited to, shift differential pay, bonus pay, multiple base rates of pay and/or other non-discretionary pay into the regular rate of pay used to calculate the owed overtime rate(s), resulting in the miscalculation and underpayment of overtime wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions.

This conduct results in violations of Labor Code sections 218.5, 510, 558, 558.1, 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject DEFENDANTS to civil penalties under Labor Code sections 558, 558.1, 218.5, and 2699, and all applicable IWC Wage

any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid").

Orders, §20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE working in a non-truck-driving position, for each pay period during which the referenced statutes and Wage Order provisions were violated.⁶

Failure to Provide Written Commission Agreements: Labor Code section 2751 requires that all commission contracts "be in writing and . . . set forth the method by which the commissions shall be computed and paid." Cal. Lab. Code section 2751(a) (2012). Under the statute, employers must also "give a signed copy of the contract to every employee who is a party [to the contract] and . . . obtain a signed receipt for the contract from each employee." *Id.* section 2751(b).

Based on information and belief, DEFENDANTS failed to provide NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES who were compensated on a commission basis with proper written commission agreements, in violation of Labor Code section 2751.

Violation of Labor Code Section 226.2: Labor Code section 226.2 requires an employer to pay employees compensated on a piece-rate basis separately for rest and recovery periods and nonproductive time, apart from any piece-rate pay. This statute further requires an employer to include on the wage statements for these employees the total hours of compensable rest and recovery period, the total hours for other non-productive time, the rates of compensation for these hours, and the gross wages paid for these hours. In addition, the statute requires that employees shall be compensated for rest and recovery periods at a regular hourly rate that is no less than the higher of: (i) an average hourly rate determined by dividing the total compensation for the workweek, exclusive of compensation for rest and recovery periods and any premium compensation for overtime, by the total hours worked during the workweek, exclusive of rest and recovery periods, or (ii) The applicable minimum wage. Per case law, Labor Code section 226.2 also applies to employees compensated on a commission basis.

Based on information and belief, DEFENDANTS failed to compensate NON-EXEMPT AGGRIEVED EMPLOYEES who were paid solely on a piece rate and/or commission basis separately for the rest periods and nonproductive time, and/or failed to pay them for this time at the correct rates. Based on information and belief, DEFENDANTS further failed to include this information on NON-EXEMPT AGGRIEVED EMPLOYEES' wage statements. As such, DEFENDANTS failed to comply with Labor Code section 226.2.

Violation of California Labor Code §§ 245-248.5: Throughout the relevant time period, DEFENDANTS failed to provide proper paid sick leave to PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES. DEFENDANTS either failed to provide paid sick leave at all or

⁶ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period"); Lab. Code §558 (establishing that the civil penalty is "for each underpaid employee for each pay period for which the employee was underpaid"); All applicable Wage Orders, §20 (establishing that "[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid").

improperly calculated the sick leave accrual and the sick leave rate of pay owed to PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES by failing to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock work including but not limited to work completed during unpaid meal periods and by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary bonuses, shift differential pay, commission and/or piece-rate compensation and/or other non-discretionary compensation into the sick leave pay rate calculation.

Based on information and belief, DEFENDANTS further failed to provide notice of the correct sick leave amount balance available to PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES on their wage statements or other written statements.

Based on information and belief, DEFENDANTS failed to put NON-EXEMPT AGGRIEVED on notice of their paid sick leave rights—or thereby putting their entitlement to sick leave in a Labor Code section 2810.5 notice. In addition, DEFENDANTS failed to maintain accurate records of used sick leave and the balance of paid sick leave left to the NON-EXEMPT AGGRIEVED EMPLOYEE throughout the relevant time period.

Based on information and belief, throughout the relevant period, DEFENDANTS failed to provide notice of sick leave amount balance left for PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES, thus affecting their intelligent exercise of their paid sick leave. But for this failure, PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES would have used their paid sick leave at least prior to their respective separations, for as on several occasions thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate compensation.

This illegal retention of paid sick leave is unlawful, and PLAINTIFF seeks all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of PLAINTIFF and all NON-EXEMPT AGGRIEVED EMPLOYEES.

In violation of Labor Code section 247.5, DEFENDANTS failed to maintain records documenting the hours worked and paid sick days accrued and used by PLAINTIFF and all NON-EXEMPT AGGRIEVED EMPLOYEES, permitting the presumption that PLAINTIFF and all NON-EXEMPT AGGRIEVED EMPLOYEES were entitled to the maximum number of hours accruable under this article.

Upon information and belief, DEFENDANTS further failed and continue to fail to comply with Labor Code section 246, by failing to provide PLAINTIFF and all NON-EXEMPT AGGRIEVED EMPLOYEES with a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays wages.

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

On information and belief, PLAINTIFF alleges that all of these practices were experienced and continue to be experienced by other NON-EXEMPT AGGRIEVED EMPLOYEES.

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

Accordingly, PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES are entitled to injunctive relief, attorney's fees, declaratory relief, restitution, and penalties as permitted by law. PLAINTIFF requests all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code sections 233 and 234, which incorporates the paid sick leave requirements.

Failure To Provide Supplemental Paid Sick Leave: Labor Code section 248.2 provides that all employers with 26 or more employees are required to provide up to 80 hours for covered employees to take 2021 COVID-19 Supplemental Paid Sick Leave to care for themselves, to care for a family member or if it is vaccine-related. Based on information and belief, DEFENDANTS violated Labor Code section 248.2 by not providing NON-EXEMPT AGGRIEVED EMPLOYEES with required 2021 COVID-19 Supplemental Paid Sick Leave. Based on information and belief, DEFENDANTS failed to provide Supplemental Paid Sick Leave in 2022 in violation of Labor Code section 248.6.

Refusal to Make Payment: Labor Code section 216 declares unlawful an employer's refusal to pay wages due and payable and/or denial of the validity of any claim to wages due.

DEFENDANTS violated and continue to violate Labor Code section 216 by failing to pay PLAINTIFF and all NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked at the proper wage rate and by failing to pay all NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions an additional hour of pay for each meal and/or rest period not provided or that was invalid. *Gould v. Maryland Sound Industries, Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155.

These violations subject DEFENDANTS to civil penalties under Labor Code section 225.5. Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the statute's provisions were violated.⁷

Wage Statement Violations: California law requires every employer semi-monthly or at the time of each payment of wages to furnish each of his or her employees with an accurate itemized wage statement in writing that contains the following: (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; (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

⁷ Labor Code § 225.5 (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee”) (emphasis added).

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. Cal. Lab. Code. section 226(a).

As DEFENDANTS failed to provide NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions with meal and rest periods that complied with Labor Code section 226.7, the wage statements DEFENDANTS issued to NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions failed and continue to fail to correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b) the total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net wages earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code section 226(a)(9).

DEFENDANTS' issued wage statements to PLAINTIFF and all NON-EXEMPT AGGRIEVED EMPLOYEES that also failed to indicate the earned gross and net wages earned during the pay period, the correct applicable rates of pay for all hours worked, and the "total hours worked" by PLAINTIFF and all NON-EXEMPT AGGRIEVED EMPLOYEES (by virtue of rounded time entries, automatic deduction for meal periods/failure to relieve NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and employer control during unpaid meal periods, payment according to scheduled hours worked rather than actual hours worked, and/or other off-the-clock work policies and practices described above), which results in a violation of Labor Code section 226(a). Failure to list all hours worked on a wage statement, gives rise to an inference of injury under Labor Code Section 226 (*Maldonado v. Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

Based on information and belief, wage statements issued by DEFENDANTS failed to list the inclusive dates of the pay period for which the NON-EXEMPT AGGRIEVED EMPLOYEE or EXEMPT AGGRIEVED EMPLOYEE is being paid.

DEFENDANTS' failure to accurately list all hours worked on all wage statements caused confusion to PLAINTIFF and caused and continue to cause confusion to the NON-EXEMPT AGGRIEVED EMPLOYEES over whether they received all wages owed to them. PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES were injured by DEFENDANTS' failure to provide accurate wage statements.

In addition, because of the violations detailed above, including but not limited to, not paying regular and overtime wages for all hours worked, not paying all sick leave wages at the proper rates, and failing to provide meal and rest break premiums, DEFENDANTS have violated California Labor Code § 226 by willfully failing to furnish PLAINTIFF and all NON-EXEMPT AGGRIEVED EMPLOYEES with accurate, itemized wage statements. As described herein, based on information and belief, DEFENDANTS also failed to incorporate all forms of non-discretionary compensation earned during the pay period into the overtime pay rate calculation, and as such, failed to display the proper overtime rate(s) for each hour of overtime worked by PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, wage statements issued by DEFENDANTS failed to list all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code section 226(a)(9).

Moreover, based on information and belief, DEFENDANTS issued wage statements to PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES that further violate Labor Code section 226(a), by among other things, failing to list the correct name and/or address of the legal entity that is the employer.

As a result, the wage statements provided to PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were not accurate and did not include all of the statutorily required information.

These violations subject DEFENDANTS to civil penalties under Labor Code section 226. Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE and each EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the statute provisions were violated.⁸

Unlawful Deductions: Labor Code section 221 prohibits an employer from “collect[ing] or receiv[ing] from an employee any part of wages theretofore paid by said employer to said employee.” Based on information and belief DEFENDANTS made unlawful deductions from NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES paychecks during the relevant period including but not limited to deducting costs of uniforms and/or other business costs and/or deducting wages for purported overpayments from previous pay periods and/or unlawfully deducting wages for negligently damaged property. Such a practice is in violation of including but not limited to, all applicable IWC Wage Orders, sections 7, 8 and/or 9 and Labor Code Sections 221-222 which subjects DEFENDANTS to civil penalties under Labor Code Section 2699.

Each violation results in a separate civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE and EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the statute provisions were violated. See Lab. Code §225.5 (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee”).

Semimonthly Payment Violations: Labor Code section 204 requires that all earned wages must be paid to employees twice during each calendar month. DEFENDANTS violated this section by, including but not limited to, failing to pay PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES an additional hour of pay for meal and rest periods not provided and/or otherwise unlawful, by failing to compensate employees for all hours worked, and by failing to pay proper premium wage rates for all hours worked. These violations subject DEFENDANTS to civil penalties under Labor Code section 210. Each violation results in a *separate* civil penalty, for each

⁸ See Lab. Code §226.3 (establishing that the civil penalty is “per employee per violation”).

NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the statute's provisions were violated.

Reporting Time Pay Violations:

Section 4 and/or 5 of all applicable IWC Wage Orders, provide as follows:

(A) Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage. (B) If an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting

PLAINTIFF was not paid reporting time wages in accordance with California law, including but not limited to the applicable IWC Wage Order. For example, based on information and belief, at times, PLAINTIFF and/or other NON-EXEMPT AGGRIEVED EMPLOYEES reported to work for a scheduled shift but were sent home and/or were not put to work and were not paid all owed reporting time pay wages in accordance with California law. For example, on at least approximately six (6) occasions, PLAINTIFF reported to work for a scheduled shift but was sent home and/or was not put to work and was not paid all reporting time pay wages in accordance with California law.

Based on information and belief, EMPLOYER has a policy and practice of failing to pay all reporting time wages to NON-EXEMPT AGGRIEVED EMPLOYEES, in violation of California law, including but not limited to, the applicable IWC Wage Order, Section 4. EMPLOYER's failure to pay all reporting time wages to NON-EXEMPT AGGRIEVED EMPLOYEES violated and continues to violate the applicable Wage Order, including but not limited to IWC Wage Order 9-2001, section 4(A)-(B) and the California Labor Code, including but not limited to section 1198.

Violation of California Day of Rest Law

Under California law, every employee in California is "entitled" to "one day's rest [from labor] in seven"; and, no employer may "cause" their employees "to work more than six days in seven." *See* Labor Code Sections 551 and 552. Labor Code section 553 provides that a violation of the foregoing sections is a misdemeanor.

Based on information and belief, DEFENDANTS have and continue to have a uniform policy and practice of requiring NON-EXEMPT AGGRIEVED EMPLOYEES to work at least seven days consecutively in a workweek, in violation of including but not limited to, Labor Code Section 551. Based on information and belief, PLAINTIFF and/or other NON-EXEMPT AGGRIEVED EMPLOYEES were suffered, permitted, or required to work at least seven (7) days consecutively in a workweek, in violation of California law, including but not limited to Labor Code Section 551.

Violation of Labor Code section 351 and 353: Labor Code Section 351 prohibits employers and their agents from sharing in or keeping any portion of a gratuity left for or given to one or more employees by a patron. Furthermore, it is illegal for employers to make wage deductions from

gratuities, or from using gratuities as direct or indirect credits against an employee's wages. Labor Code Section 353 mandates employers to keep accurate records of all gratuities received.

Based on information and belief, DEFENDANTS failed to ensure that NON-EXEMPT AGGRIEVED EMPLOYEES fully received the gratuities left for them by patrons, in that DEFENDANTS and their agents would collect and/or take a portion of the gratuities for themselves, in violation of Labor Code Section 351. Based on further information and belief, DEFENDANTS also failed/fails to keep accurate records of all tips received, in violation of Labor Code Section 353. Based on information and belief, DEFENDANTS failed to pay gratuities paid by customers using credit cards to NON-EXEMPT AGGRIEVED EMPLOYEES by the next regular payday following the credit card payment, in violation of Labor Code section 351.

Based on information and belief, DEFENDANTS charge an additional service charge to their customers/patrons. Customers are led to believe that the service charge will be paid to DEFENDANTS' NON-EXEMPT AGGRIEVED EMPLOYEES. Instead, DEFENDANTS keeps a majority (if not the entirety) of the service charge, thereby depriving NON-EXEMPT AGGRIEVED EMPLOYEES of the service charge/gratuity that is left by the patron/customer for the NON-EXEMPT AGGRIEVED EMPLOYEES. *See O'Grady v Merchant Exchanges Production, Inc.*, 41 Cal.App.5th 771, 790 (a mandatory service charge can constitute a gratuity that is intended to the employees providing the service).

Pursuant to PAGA, DEFENDANTS are liable for penalties of \$100 per pay period payable to each NON-EXEMPT AGGRIEVED EMPLOYEE for the first violation of Labor Code Sections 351 and 353 they experienced within the statutory period, and \$200 per pay period for each additional violation.

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

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

Statutory Wage Violations: Labor Code section 223 makes it unlawful for an employer to secretly pay wages lower than required by statute while purporting to pay legal wages.

As described above, DEFENDANTS willfully and systematically denied PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES of minimum and overtime wage compensation for all hours worked which resulted in the payment of less than statutorily required wages owed to them. DEFENDANTS acted with the intent to deprive them of statutory wages, including, but not limited to, overtime wages and minimum wages, to which they were entitled to under California law.

Thus, DEFENDANTS paid PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES lower wages than those they were entitled to while purporting that PLAINTIFF and all NON-EXEMPT AGGRIEVED EMPLOYEES were properly paid. As such, PLAINTIFF and all NON-EXEMPT AGGRIEVED EMPLOYEES are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code § 2699(f)-(g).

Failure to Pay Vested Vacation/Paid Time Off:

California Labor Code section 227.3 provides that when an employer policy provides for paid vacations and/or paid time off, and an employee is terminated without having taken off his, her, or their vested vacation time, all vested vacation shall be paid to the employee as wages at the employee's final rate in accordance with such contract of employment or employer policy respecting eligibility or time served and that there shall be no forfeiture of vested vacation time or paid time off upon termination. Based on information and belief, DEFENDANTS had and continue to have a uniform policy and practice of failing to allow NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to use their earned vacation/paid time off during their employment and failing to pay all vested, accrued paid time off (including but not limited to, all owed vacation pay/paid time off paid at the final rate including non-discretionary compensation, including but not limited to, shift differentials) to NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES upon separation of employment, in violation of California law, including but not limited to, Labor Code section 227.3.

Final Pay Violations: Labor Code section 201 requires employers to pay all wages earned and unpaid at the time of discharge, immediately upon discharge. California Labor Code section 201(a) provides, in relevant part, that "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." California Labor Code section 202(a) provides, in relevant part, that "[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting." Pursuant to Labor Code section 203, an employer that willfully fails to pay wages due an employee who is terminated or resigns must pay (in addition to the unpaid wages) a penalty equal to the employee's daily wages for each day, not exceeding 30 days, that the wages are unpaid. This 30-day waiting time penalty is recoverable under the PAGA via Labor Code Section 256. See, *Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal.4th 348 (2014); see also, *Caliber Bodyworks, Inc. v. Superior Court*, 134 Cal. App. 4th 365 (2005).

Based on information and belief, DEFENDANTS failed to timely pay NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES all wages that were due and owing upon termination or resignation. Based on information and belief, DEFENDANTS untimely provide final wages to NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES without regard to the timing requirements of Labor Code sections 201-202.

Upon separation of employment, NON-EXEMPT AGGRIEVED EMPLOYEES' and EXEMPT AGGRIEVED EMPLOYEES' final paychecks were not timely provided and/or were not timely

provided with all owed vacation pay and/or paid time off. Moreover, NON-EXEMPT AGGRIEVED EMPLOYEES' final paychecks, once provided, did not include all wages owed as they were devoid of, including but not limited to, all owed minimum wages, overtime wages, premium wages, reporting time pay wages, vacation pay, all owed sick leave and/or paid time off wages at the properly accrued rates (including but not limited to, all owed vacation pay/paid time off paid at the final rate including non-discretionary compensation, including but not limited to, shift differentials).

Based on further information and belief, DEFENDANTS failed to timely provide all owed wages immediately upon discharge of employment. Based in information and belief, at times, NON-EXEMPT AGGRIEVED EMPLOYEES experienced breaks in employment caused by DEFENDANTS whereby NON-EXEMPT AGGRIEVED EMPLOYEES would not be called in for work for longer than a single pay period due to including but not limited to DEFENDANTS' lack of work or lack of assignments. Such instances qualify as a discharge of employment. Yet, DEFENDANTS failed to timely pay all owed wages at the end of such periods of employment, in violation of including but not limited to Labor Code section 201-202.

These violations subject DEFENDANTS to civil penalties under Labor Code sections 203, 210, and/or 256. Each violation results in a *separate* civil penalty, for each EXEMPT AGGRIEVED EMPLOYEE and each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the statute provisions were violated.⁹

Violation of Labor Code Section 208:

Labor Code Section 208 provides: Every employee who is discharged shall be paid at the place of discharge, and every employee who quits shall be paid at the office or agency of the employer in the county where the employee has been performing labor. All payments shall be made in the manner provided by law.

Based on information and belief, DEFENDANTS have a policy and practice of failing to provide AGGRIEVED EMPLOYEES and AGGRIEVED EMPLOYEES who are terminated with their final paychecks at the place of discharge and/or of failing to provide NON-EXEMPT AGGRIEVED EMPLOYEES with their final paychecks at the office or agency of DEFENDANTS in the county where the work was performed, in violation of Labor Code Section 208.

Business Expense Violations: California law requires employers to indemnify their employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of their duties or of their obedience to the directions of the employer. *See* Cal. Lab. Code § 2802(a) and all applicable Wage Orders, § 8 and/or 9 (b). Furthermore, “for purposes of [section 2802], the term ‘necessary expenditure or losses’ shall include all reasonable costs, including, but not limited to, attorneys’ fees incurred by the employee enforcing the rights granted by this section.”

Among other things, under California law, when tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and

⁹ (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, 1197.5, shall be subject to a civil penalty...for each failure to pay each employee”).

maintained by employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft. *See* applicable IWC Wage Order, § 9 (b).

Among other things, under California law, when employees must use their personal cellphones for work-related purposes, the employer must reimburse them for a reasonable percentage of their cell phone bills. *See Cochran v. Schwan's Home Services, Inc.* (2014) 228 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was required to use their personal cellphone for work-related purposes and not reimbursed for the use. *Id.* 1144-1145

California law also requires employers to reimburse employees for automobile expenses incurred for the business use of personal vehicles, such as for mileage, gas, and the wear and tear on the vehicle. *See Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554.

Further, “any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled to under the laws of this State.” *See* Cal. Lab. Code § 2804.

Based on information and belief, PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were improperly required to provide and maintain work tools that are supposed to be the responsibility of the employer.

Based on information and belief, DEFENDANTS shifted the costs of doing business onto NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES by requiring them to pay for their business expenses

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were improperly required to pay for business expenses that are supposed to be the responsibility of DEFENDANTS including but not limited to, uniforms and/or protective/safety equipment, and/or the use of NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES’ personal mobile phone and data usage for work-related purposes, including but not limited to, to receive and respond to work related messages and/or phone calls. For example, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES were required to use their personal cell phones for work but did not receive any and/or full reimbursement from DEFENDANTS for these business expenses.

For example, DEFENDANTS required PLAINTIFF to download and use an employee time-keeping application on his personal cell phone/mobile device as well as use his personal cell phone/mobile device for navigational purposes to perform his assigned job duties / complete his assigned routes. DEFENDANTS did not reimburse PLAINTIFF at all for these business expenses, including but not limited to, data plan charges, PLAINTIFF incurred in connection with DEFENDANTS’ business use of PLAINTIFF’s personal cell phone/ mobile device. Based on information and belief, DEFENDANTS required NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES to use their personal cell phone/mobile devices to download applications for work, make and/or receive work-related messages/calls, and/or for

navigation purposes to compete their assigned job duties but did not provide any / legally mandated reimbursement for the business expenses NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES incurred as a result of being required to use their personal cell phones/mobile devices for work.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES were not reimbursed for the cost of using their personal phone for work-related purposes and/or the cost of purchasing and/or maintaining work uniforms and/or protective/safety equipment.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES were improperly required to pay for additional business expenses that are supposed to be the responsibility of DEFENDANTS.

For example, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES were improperly required to pay for business expenses that are the responsibility of DEFENDANTS, including but not limited to, purchase and/or maintenance of hand tools/equipment and/or cost of fuel, tolls/fines and/or other work-related fees/fines, incurred as a direct consequence of the discharge of their assigned job duties without receiving any and/or full reimbursement from DEFENDANTS for these expenses.

On information and belief, at times, NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES were required to use their personal vehicles for DEFENDANTS' business purposes, including but not limited to, for driving between and/or around DEFENDANTS' job sites/locations and/or for other work purposes without receiving any and/or full reimbursement from DEFENDANTS for the business use of their personal vehicles.

As a pattern and practice, DEFENDANTS regularly failed to reimburse and indemnify NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES for business expenses. Pursuant to California Labor Code section 2802, PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were entitled to be reimbursed for all reasonable expenses associated with carrying out DEFENDANTS' orders and/or carrying out the duties assigned by DEFENDANTS.

As described herein, DEFENDANTS regularly failed to reimburse and indemnify PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES for all reasonable expenses associated with carrying out their job duties. DEFENDANTS' failure to provide PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES with full reimbursement for all reasonable expenses associated with carrying out their duties required that PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES subsidize and/or carry the burden of business expenses in violation of Labor Code section 2802.

Violation of Labor Code section 976: Labor Code section 976 provides that "No person shall publish or cause to be published any advertisement, solicitation or communication in any newspaper, poster, or letter, offering employment as a salesman, broker or agent whether as an

employee or independent contractor, which advertisement, solicitation or communication (a) is willfully designed to mislead any person as to compensation or commissions which may be earned; or (b) falsely represents the compensation or commissions which may be earned.”

Based on information and belief, EMPLOYER has a policy and/or practice of offering prospective employees, including AGGRIEVED EMPLOYEES, a higher compensation and commission that is misleading as it falsely represents the compensation or commission that will be earned during employment, as the actual compensation or commission earned is lower than that which is offered to induce employment or continued employment. Such a practice or policy is in violation of Labor Code section 976.

Unlawful Agreements/ Unlawful Criminal History Inquiries:

Unlawful Agreements

Labor Code section 432.5 provides that “no employer...shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer...to be prohibited by law.” Based on information and belief, DEFENDANTS required PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to unlawful conditions of employment including but not limited to unlawful non-solicitation/non-compete agreements, unlawful confidentiality and/or nondisclosure agreements, unlawful releases and/or waivers of rights, unlawful forum selection clauses and/or unlawful choice of law provisions/agreements and/or unlawful criminal and/or financial checks as a condition of obtaining and/or continuing employment in violation of Labor Code section 432.5.

The California Labor Code places certain procedural and substantive limit on employers’ ability to conduct employee background checks and on how employers can use the information they obtain through those background checks. Labor Code section 1024.5 states that employers, except for financial institutions, may order a credit check only if the individual works (or is applying to work) in certain positions (e.g., managerial positions, financially-related positions, and certain government positions). Additionally, the Investigative Consumer Reporting Agencies Act (ICRAA- CA Civil Code section 1786, *et seq.*) and the Fair Credit Reporting Act (FCRA - 15 U.S.C. section 1681, *et seq.*) mandate several requirements prior to and following an employee background check, including but not limited to identifying an appropriate reason for the background check, a separate consent form with required disclosures and certain formatting requirements, additional forms such as a summary of rights, a way by which to request a copy of the report, as well as proper notice of adverse actions taken, among other statutory requirements.

Based on information and belief, DEFENDANTS ordered unlawful financial credit checks on NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES, in violation of Labor Code section 1024.5, and required NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to provide ongoing written consent to the unlawful credit checks as a condition of employment, in violation of California and Federal law, which results in a further violation of Labor Code section 432.5.

Based on information and belief, DEFENDANTS also required NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to submit and/or agree to submit in

writing to unlawful criminal background checks as a condition of obtaining and/or holding employment in violation of the ICRAA and the FCRA.

Based on information and belief, DEFENDANTS required NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to a background check which failed to abide by the requirements set forth in CA Civil Code section 1786, *et seq.* and 15 U.S.C. section 1681, *et seq.*, including but not limited to by failing to provide a clear and conspicuous disclosure (and/or failing to provide any disclosure at all), failing to provide disclosures free of extraneous information, failing to provide a lawful purpose for the background check, failing to provide a summary of rights under the ICRAA and/or the FCRA, failing to provide a way by which the individual could request a copy of the report, failing to disclose the name, address, and telephone number of the third party preparing the report, and failing to properly obtain authorization or consent to such a background check, and thus was an unlawful background check.

By requiring NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to unlawful criminal and/or financial checks not in conformance with the applicable laws, DEFENDANTS violated Labor Code section 432.5.

Based on information and belief, DEFENDANTS also required NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to provide ongoing consent to DEFENDANTS to conduct background checks throughout the duration of employment, in violation of the ICRAA and/or FCRA and/or other applicable laws, resulting in a further violation of Labor Code section 432.5, by requiring applicants and employees to agree to an unlawful provision as a condition of employment.

Based on further information and belief, DEFENDANTS knew that requiring NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree to unlawful criminal and/or financial background checks as a condition of obtaining and/or holding employment was unlawful.

By requiring NON-EXEMPT AGGRIEVED EMPLOYEES, and EXEMPT AGGRIEVED EMPLOYEES agree in writing to unlawful provisions as a condition of employment, DEFENDANTS violated Labor Code section 432.5.

Unlawful Inquires into Criminal History

Labor Code section 432.7 prohibits an employer from asking applicants about past arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on information and belief, DEFENDANTS asked NON-EXEMPT AGGRIEVED EMPLOYEES, and EXEMPT AGGRIEVED EMPLOYEES about arrests not resulting in convictions on their employment application, in violation of California law.

Upon information and belief, DEFENDANTS, in violation of California law, including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act ("FEHA"), asked NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES about convictions prior to extending an offer of employment and/or otherwise impermissibly inquired into criminal history on their employment application in violation of California law.

By asking about arrests not resulting in convictions, DEFENDANTS violated Labor Code section 432.7. By asking about convictions at the application phase or prior to extending an employment offer, DEFENDANTS violated California's Fair Chance Act, and thereby violated Labor Code section 432.5 by unlawfully requiring NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to disclose arrests and/or convictions as a condition of employment.

Unlawful PAGA Waiver

Additionally, DEFENDANTS violated Labor Code section 432.5 by requiring NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to other unlawful agreements, including but not limited to, an unlawful waiver of PAGA and or representative actions as a condition of employment.

An action pursuant to PAGA "...is a representative action on behalf of the state" *Kim v Reins Int'l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87. It is well settled that agreements purporting to waive an employee's right to a trial of PAGA claims is contrary to California law and unenforceable. *See Iskanian v CLS Transportation Los Angeles, LLC* (2014) 59 Cal. 4th 348, 384 ("We conclude that where, as here, an employment agreement compels the waiver of representative claims under the PAGA, it is contrary to public policy and unenforceable as a matter of state law.")

Moreover, the California Supreme Court has ruled that a court cannot compel arbitration of an aggrieved employee's individual PAGA claim because there is no such thing as an individual PAGA claim. *Kim v Reins Int'l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87 ("There is no individual component to a PAGA action because 'every PAGA action ... is a representative action on behalf of the state.'")

Upon information and belief, DEFENDANTS required NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to waive their right to a trial of PAGA claims in violation of California law. By requiring NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree, in writing, to an unlawful PAGA waiver, DEFENDANTS required written agreement to an unlawful provision as a condition of employment which is a violation of labor code section 432.5.

As such, PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES continue to be subject to various unlawful provisions as a condition of employment.

Conclusion

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

Labor Code § 2699.3 requires that a claimant send a certified letter (i.e. this NOTICE) to the employer in question and file an online claim to the LWDA setting forth the claims and the basis for the claims, thereby giving the LWDA an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this NOTICE is to satisfy the requirements created by Labor Code §§ 2699, 2699.3(a), 2699.3(b), 2699.3(c), and 2699.5, prior to seeking penalties and premium wages allowed by law for the aforementioned statutory violations in a civil action. We look forward to determining whether the LWDA intends to take any action in reference to these claims. We kindly ask that you respond to this NOTICE according to the time frame contemplated by the code.

If the LWDA elects not to take any action with respect to any of the foregoing claims, PLAINTIFF will seek these penalties in a civil action, on behalf of PLAINTIFF and all NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES of DEFENDANTS within one year of the date of this letter as allowed by law.

Please advise if your office intends to investigate any of the factual and legal allegations and provide notice within sixty-five days of the date of this NOTICE to our office and to that of other charged parties. Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Kiara Bramasco, Esq.
Crosner Legal, PC
9440 Santa Monica Blvd., Ste. 301
Beverly Hills, CA 90210
Main: 866.276.7637
Fax: 310.510.6429
Email: kiara@crosnerlegal.com

Thank you for your attention to this matter.

Best Regards,

A handwritten signature in black ink, appearing to read "Kiara Bramasco". The signature is fluid and cursive, with the first name "Kiara" being more prominent than the last name "Bramasco".

Kiara Bramasco, Esq.
CROSNER LEGAL, PC

Thank you for submission of your PAGA Case.

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To: "prelit@crosnerlegal.com" <prelit@crosnerlegal.com>

Fri, Jul 14, 2023 at 3:03 PM

7/14/2023

LWDA Case No. LWDA-CM-968434-23
Law Firm : Crosner Legal
Plaintiff Name : Frank Brazil
Employer: Dependable Highway Express, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Exhibit 5



Los Angeles Office
9440 Santa Monica Blvd.
Beverly Hills, CA 90210

Kiara Bramasco, Esq.
kiara@crosnerlegal.com
direct: (424) 335-5236
office: (866) 276-7637
fax: (310) 510-6429

January 9, 2024

VIA PAGA ONLINE FILING ONLY:

California Labor & Workforce
Development Agency
ATTN: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
PAGAFilings@dir.ca.gov

VIA U.S. CERTIFIED MAIL:

Ron Massman
Agent for Service of Process for:
Dependable Highway Express, Inc.
2555 E. Olympic Blvd.
Los Angeles, CA 90023

Dependable Highway Express, Inc.
Attn: Human Resources / Legal Department
2555 E. Olympic Blvd.
Los Angeles, CA 90023

Dependable Highway Express, Inc.
Attn: Human Resources / Legal Department
PO Box 58047
Los Angeles, CA 90058-0047

NOTICE OF PRIVATE ATTORNEYS GENERAL ACT CLAIM

To: California Labor and Workforce Development Agency and Dependable Highway Express, Inc.
Date: January 9, 2024
Subject: *Dee Lawrence v. Dependable Highway Express, Inc.*

Introduction

This office represents PLAINTIFF Dee Lawrence (hereinafter "PLAINTIFF") in connection with PLAINTIFF's claims under the California Labor Code. PLAINTIFF was, at all relevant times herein mentioned, an employee of the following entity and individual managing agents of said

entity: Dependable Highway Express, Inc. (hereinafter, this entity and its managing agents are collectively referred to as “DEFENDANTS”). DEFENDANTS may be contacted directly at the addresses listed above.

Pursuant to California Labor Code sections 2699.3 and 2699.5, PLAINTIFF, on behalf of PLAINTIFF, and on behalf of all current and former non-exempt employees employed by any one or more of the DEFENDANTS at any location in California within one year of the date of this notice (“NON-EXEMPT AGGRIEVED EMPLOYEES”) and on behalf of all current and former exempt employees employed by any one or more of the DEFENDANTS at any location in California within one year of the date of this notice (“EXEMPT AGGRIEVED EMPLOYEES”), hereby gives written notice (“NOTICE”) of PLAINTIFF’s claims against DEFENDANTS. This NOTICE is being provided via online filing to the California Labor and Workforce Development Agency (“LWDA”) and DEFENDANTS via certified mail to their Agent(s) for Service of Process and/or entity mailing address as provided to the California Secretary of State.

This NOTICE also serves to demonstrate PLAINTIFF’s reasonable attempt at settlement with DEFENDANTS. If DEFENDANTS are interested in settling this matter before a lawsuit is filed, DEFENDANTS may contact Crosner Legal, P.C., at the address listed at the close of this NOTICE. This settlement attempt is in compliance with relevant California law. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal.4th 553, 561.

This NOTICE is sent in compliance with the reporting requirements of California Labor Code sections 2699.3 and 2699.5. This NOTICE further reserves any and all rights by PLAINTIFF to amend this notice to include, amend, or add further charges upon discovery of new violations of any of the provisions of the California Labor Code. In addition, to the extent that entities and/or other individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code sections including, but not limited to sections 558.1 and 1197.1—PLAINTIFF reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue. Any further amendments and changes to this notice shall relate back to the date of this NOTICE. Consequently, DEFENDANTS are on notice that PLAINTIFF continues its investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of *any* of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein. For violations that are curable under § 2699.3(c) and that DEFENDANTS intend to cure within the statutory time period set forth in §§ 2699 and 2699.3(c), the DEFENDANTS shall provide notice including a description of the actions taken to cure. If the alleged violation is not cured within the statutory time period, PLAINTIFF will commence a civil action pursuant to section 2699. For all other violations that are not curable, an action pursuant to section 2699(a) and 2699(f) will commence after the requirements under 2699.3 are fulfilled.

Based on the following summary of facts and theories upon which PLAINTIFF will base PLAINTIFF’s claims, PLAINTIFF requests that the LWDA regard this NOTICE as written notice of PLAINTIFF’s intent to seek civil penalties against DEFENDANTS. Under *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, a PAGA representative has authority to seek penalties for all known violations committed by the employer – regardless of whether the

representative experienced all violations personally. *Id.* at 760-761. Moreover, under *Johnson v. Maxim Healthcare Servs., Inc.*, (2021) 66 Cal. App. 5th 924, 929, an employee may pursue a claim under PAGA even when that employee's individual claim is time-barred.

PLAINTIFF, on behalf of PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES, and EXEMPT AGGRIEVED EMPLOYEES, alleges that the specific provisions of California law that DEFENDANTS have violated, requiring this NOTICE, include but are not limited to: California Labor Code sections 201-203, 204, 208, 216, 221-223, 226, 226.2, 226.7, 227.3, 245-248.6, 432, 432.5, 432.7, 510, 512, 558, 558.1, 976, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2751, 2802, 2810.5, and all applicable Wage Orders.

The Named Entities Are Joint Employers of PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES

California courts have recognized that the definition of "employer" for purposes of enforcement of the California Labor Code goes beyond the concept of traditional employment to reach irregular working arrangements for the purpose of preventing evasion and subterfuge of California's labor laws. *Martinez v. Combs* (2010) 49 Cal.4th 35, 65. As such, anyone who directly or indirectly, or through an agent or any other person, engages, suffers, or permits any person to work or exercises control over the wages, hours, or working conditions of any person, may be liable for violations of the California Labor Code as to that person.

PLAINTIFF is informed and believes and thereon alleges that at all relevant times DEFENDANTS and unknown entities operated as a single integrated enterprise with common ownership and centralized human resources as set forth herein. Under California law, in determining whether two defendant entities are liable as an integrated enterprise, courts consider four factors: (1) centralized control of labor relations; (2) interrelation of operations; (3) common management; and (4) common ownership or financial control. *Laird v. Capital Cities/ABC, Inc.* (1998) 68 Cal.App.4th 727, 737 (overruled on other grounds, *Reid v. Google, Inc.* (2010) 50 Cal. 4th 512 (2010).)

PLAINTIFF believes and hereon asserts that DEFENDANTS and unknown entities must be classified as joint employers of PLAINTIFF for purposes of liability for civil penalties under PAGA, as the aforementioned entities engaged, suffered and permitted PLAINTIFF to perform services from which they benefited, and furthermore that the aforementioned entities had the right to exercise control over the wages, hours and/or working conditions of PLAINTIFF at all relevant times herein, so as to be considered the joint employers of PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES. By reason of their status as joint employers of PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES, they are each liable for civil penalties for violations of the California Labor Code and applicable Wage Orders as to PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES.

Individual Liability Under Labor Code § 558.1

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

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

General Information

DEFENDANTS own, operate, manage and/or staff its employees to work at the warehouses, offices, yards, facilities and/or other location(s) in California, including but not limited to the warehouses, offices, yards, facilities and/or other location(s) in Fresno, California. DEFENDANTS, through its various locations serve the logistics industry.¹ Although DEFENDANTS may operate a successful company or have a noble mission, DEFENDANTS do not comply with California's labor laws.

PLAINTIFF is a former employee of DEFENDANTS. PLAINTIFF worked for DEFENDANTS as a professional driver and/or a similar title(s) from in or around August 2022 through on or around October 23, 2023. PLAINTIFF reported to DEFENDANTS warehouses, offices, yards, and/or facilities located in Fresno, California, and completed routes in cities throughout California, including without limitation, Sacramento, Bay Area, Los Angeles, and Victorville, California. PLAINTIFF regularly worked at least approximately eight (8) to fourteen (14) hours per day, at least five (5) days per week. . DEFENDANTS paid PLAINTIFF an hourly rate for time counted by DEFENDANTS as hours worked.

¹ See <https://www.godependable.com/Company-Overview>. Last visited on July 14, 2023.

Among other things, DEFENDANTS (1) failed and continue to fail to keep accurate and complete time records for PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES; (2) failed and continue to fail to pay PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked; (3) failed and continue to fail to pay NON-EXEMPT AGGRIEVED EMPLOYEES at least minimum wage for all hours worked and failed and continue to fail to pay NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions all overtime/regular rates for corresponding work; (4) failed and continue to fail to pay proper overtime wages for failure to incorporate all non-discretionary compensation into the overtime premium pay calculations; (5) failed and continue to fail to provide NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions with proper meal and/or rest breaks, and/or compensate NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions an additional hour of premium pay at the regular rate of compensation for missed/improper meal and/or rest periods; (6) refused and continue to refuse to make and/or falsely denied the amount of payments due to PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES, including but not limited to, owed sick pay; (7) failed and continue to fail to place PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES on proper notice of their workplace rights, including but not limited to owed sick pay; (8) failed and continue to fail to provide legally compliant wage statements to PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES; (9) made unlawful deductions from PLAINTIFF's and other NON-EXEMPT AGGRIEVED EMPLOYEES' and EXEMPT AGGRIEVED EMPLOYEES' paychecks; (10) failed and continue to fail to timely pay wages to PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES during employment and/or upon separation of employment; (11) failed and continue to fail to reimburse PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES for business expenses incurred on behalf of DEFENDANTS; (12) conducted and continue to conduct illegal criminal and/or financial background checks as a condition of PLAINTIFF's, NON-EXEMPT AGGRIEVED EMPLOYEES' and EXEMPT AGGRIEVED EMPLOYEES' hire and continued employment; (13) required and continue to require PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to disclose arrests not resulting in convictions and/or to disclose convictions prior to extending an offer of employment and/or otherwise impermissibly inquired and continue to inquire into PLAINTIFF's, NON-EXEMPT AGGRIEVED EMPLOYEES', and/or EXEMPT AGGRIEVED EMPLOYEES' criminal history on their employment applications and sign off on same as a condition of employment; (14) failed and continues to fail to pay all reporting time pay wages to PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES; and (15) required and continue to require PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES, and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to a term or condition that violates the law as a condition of employment. Further descriptions of the above-mentioned violations and others are explained below.

Labor Code Violations

Recordkeeping Requirement Violations: California Labor Code section 1174 requires employers to keep "accurate and complete" payroll records showing, among other things, the hours worked daily by PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES. All applicable

IWC Wage Orders, sections 6 and/or 7 similarly requires employers to keep accurate time records reflecting the times during which allowed meal periods were provided each day.

Based on information and belief, DEFENDANTS failed, and continue to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES began and ended each work period, time records of meal periods, and accurate itemized wage statements.

Based on information and belief, DEFENDANTS failed and continue to fail to keep accurate and complete records showing total hours worked by PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES by virtue of DEFENDANTS' time rounding and/or auto deduction policies and practices and/or other off-the-clock work policies and practices.

DEFENDANTS failed and continue to fail to keep accurate and complete records showing total hours worked by virtue of DEFENDANTS' failure to relieve PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and DEFENDANTS' control for unpaid meal periods, resulting in unpaid hours worked.

Based on information and belief, DEFENDANTS further failed, and continue to fail, to record the true start and end times of NON-EXEMPT AGGRIEVED EMPLOYEES' meal periods.

Based on further information and belief, DEFENDANTS further failed and continue to fail, to record the true start and end times of PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES' work shifts.

Additionally, DEFENDANTS failed, and continue to fail to keep accurate records and issue accurate wage statements by not documenting accrued sick time for PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES.

DEFENDANTS' failure to keep "accurate and complete" payroll records for PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject DEFENDANTS to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each NON-EXEMPT AGGRIEVED EMPLOYEE, results in a separate civil penalty.²

Violations of Labor Code Sections 226(b)-(c), 1198.5, and 432:

Time and Pay Records

Labor Code section 226 and all applicable IWC Wage Orders, section 7 require that employers keep the following information on file for each employee for a minimum of three years: The employee's dates of employment; the employee's hourly rates and the corresponding number of hours worked by the employee at each hourly rate, when the employee begins and ends each work

² See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

period (including meal periods) and split intervals; total hours worked by the employee; all deductions; gross wages earned; and net wages earned.

Section (b) of Labor Code section 226 further requires employers to “afford current and former employees the right to inspect or receive a copy of records pertaining to their employment upon reasonable request to the employer.” Section (c) of Labor Code section 226 provides that, “an employer who receives a written or oral request to inspect or receive a copy of records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request. A violation of this subdivision is an infraction.” An employer’s failure to comply within this timeframe entitles a current or former employee to recover a seven hundred fifty-dollar (\$750) penalty from the employer. Lab. Code section 226(f).

Personnel Records

In addition to their right to time and pay records, employees, and their representatives, have the right to inspect and receive a copy of their personnel files pursuant to Labor Code section 1198.5. This statute applies to both former and current employees. Labor Code section 432 further specifies that employers must furnish copies of all employment records bearing the employee’s signature.

Labor Code section 1198.5 also requires that the file be made available for inspection or receipt within a “reasonable” amount of time, but “not later than 30 calendar days from the date the employer receives a written request.” An employer’s failure to comply within this timeframe likewise entitles a current or former employee to recover a seven hundred fifty-dollar (\$750) penalty from the employer. Lab. Code section 1198.5(k).

Based on information and belief, DEFENDANTS failed to timely produce or make available a current or former employee’s personnel records and/or payroll records when requested pursuant to Labor Code sections 226, 1198.5, 432, and/or the applicable Wage Order. Based on information and belief, DEFENDANTS failed and continue to fail to timely produce complete payroll and personnel records when requested by NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES.

These violations subject DEFENDANTS to penalties under Labor Code sections 226, 1198.5, and 2699. Each violation of each Labor Code section and Wage Order provision, for each NON-EXEMPT AGGRIEVED EMPLOYEE and each EXEMPT AGGRIEVED EMPLOYEE, results in a separate civil penalty.

Meal Period Violations: California law requires employers to provide employees a duty-free, uninterrupted thirty (30) minute meal period when an employee works more than five (5) hours in a workday, and it must be provided within the first five (5) hours the employee works. Lab. Code section 512 (and all applicable IWC Wage Orders), sections 10 and/or 11(A) and (C); *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004. Employers must also provide employees with a second duty-free, uninterrupted thirty (30) minute meal period when an employee works more than (10) hours in a workday, and it must be provided before the end of the 10th hour of work. *Ibid.* Meal periods can be waived, but only under the following circumstances: (1) if an employee’s total work period in a day is over five (5) hours but no more than six (6) hours,

the required meal period may be waived by mutual consent of the employer and employee, and (2) if an employee's total work period in a day is over ten (10) hours but no more than twelve (12) hours, the required second meal period may be waived by mutual consent of the employer and employee, but only if the first meal period was not waived. *Ibid.* Upon information and belief, PLAINTIFF did not sign a valid meal period waiver throughout PLAINTIFF's employment by DEFENDANTS.

Employers covered by any and all applicable IWC Wage Orders have an obligation to both (1) relieve their employees for at least one meal period for shifts over five hours (see above), and (2) to record having done so. If the employer fails to properly record a valid meal period, it is presumed that no meal period was provided. All applicable IWC Wage Orders, section 7(A)(3) ("Meal periods . . . shall also be recorded"); *Brinker, supra*, 53 Cal.4th 1004, 1052-1053, citing section 7(A)(3) ("If an employer's records show no meal period for a given shift over five hours, a rebuttable presumption arises that the employee was not relieved of duty and no meal period was provided").

Employers must pay employees an additional hour of wages at the employees' regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted meal period, first meal period provided after five (5) hours, second meal period provided after 10 hours). Lab. Code § 226.7; all applicable IWC Wage Orders, §11(B) ("If an employer fails to provide an employee a meal period in accordance with the applicable provision of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided"); *Brinker, supra*, 53 Cal.4th 1004.

NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions consistently worked shifts of five and a one-half (5 ½) hours or more, entitling to at least one meal period.

NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions would not receive legally compliant thirty (30) minute first meal breaks. Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions were consistently unable to take timely, off duty, thirty-minute, uninterrupted meal periods, often being forced to take late meal periods, interrupted meal periods, and/or work through part or all their meal periods due to understaffing, the nature and constraints of their job duties and/or commentary from supervisors pressuring them to take non-compliant meal breaks or skip meal breaks completely. For example, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions were forced to take late meal periods in order to complete assigned job duties. Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions were at times interrupted during purported meal periods and/or had meal periods cut short and/or restricted to DEFENDANTS' premises due to the need to continue assigned job duties.

Based on information and belief, other NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions were consistently suffered and permitted to take meal periods past the fifth hour of work and/or had their meal periods interrupted, cut short, restricted to DEFENDANTS' premises and/or otherwise on duty due to commentary from supervisors,

understaffing, the nature and constraints of their job duties, and/or the need to meet DEFENDANTS' goals and expectations.

Based on information and belief, DEFENDANTS implemented policies and/or practices that failed to relieve NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions of all duties and DEFENDANTS' control during unpaid meal periods.

Based on information and belief, DEFENDANTS required NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions to complete off-the-clock work prior to their scheduled shift time which DEFENDANTS failed to take into account when scheduling meal periods for NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions. Based on information and belief, meal periods were late, in part due to unaccounted pre-shift off-the-clock work.

Based on information and belief, DEFENDANTS had actual and/or constructive knowledge that their policies and practices resulted in the denial of uninterrupted meal periods which were free of DEFENDANTS' control owed to NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions, in violation of California's meal period laws.

Based on information and belief, per DEFENDANTS' uniform policy and practice, NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions who worked shifts of more than ten hours did not receive a second legally compliant thirty (30) minute second meal break.

Based on information and belief, despite DEFENDANTS' failure to provide lawful meal periods, DEFENDANTS implemented a policy and/or practice of rounding the start and end times of NON-EXEMPT AGGRIEVED EMPLOYEES' working in non-truck-driving positions meal periods and/or automatically deducting at least thirty minutes per shift for missed and/or otherwise unlawful meal periods (including meal periods restricted to DEFENDANTS' premises), despite having actual and/or constructive knowledge that NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions did not receive lawful meal periods.

Moreover, based on information and belief, DEFENDANTS failed to keep accurate records of the true start and end times of NON-EXEMPT AGGRIEVED EMPLOYEES' working in non-truck-driving positions meal periods. Based on information and belief, to the extent meal periods were recorded, DEFENDANTS illegally rounded the start and end times of purported meal periods resulting in NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions not being paid for all time worked as well as late and/or shortened meal periods. *See Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

Based on information and belief, DEFENDANTS failed to instruct NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions as to the timing and duty-free nature of meal periods. Based on further information and belief, DEFENDANTS did not have a compliant written meal break policy, nor did DEFENDANTS have any sort of compliant policy in practice. Liability for the NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions can be established by evidence that an employer adopted a uniform corporate break policy that failed

to give full effect to California law and the applicable Wage Order requirements. The fact that employees may legally waive meal breaks does not affect this result. *Brinker, supra*, 53 Cal.4th 1004.

PLAINTIFF is further informed and believes and thereon alleges that DEFENDANTS had actual and/or constructive knowledge that their time-rounding and/or auto-deduction policies and practices resulted in the denial of lawful meal periods owed to NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions, in violation of California's meal period laws.

DEFENDANTS failed to pay NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions, an additional hour of wages at their respective regular rates of compensation for each workday a lawful meal period was not provided. DEFENDANTS either failed to pay a meal period premium at all for each workday a lawful meal period was not provided and/or failed to pay the proper meal period premium for failure to incorporate all non-discretionary remuneration, including but not limited to, bonuses, shift differential pay and/or other non-discretionary compensation into the regular rate or compensation for purposes of calculating the owed meal period premium.

The aforementioned conduct results in violations of Labor Code sections 226.7, 512, and 1198-1199, and all applicable IWC Wage Orders, section 10 and/or 11(A) and (C) along with all applicable IWC Wage Orders. These violations subject DEFENDANTS to civil penalties under Labor Code sections 558.1, 558 and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE working in a non-truck-driving position for each pay period during which the referenced statutes and Wage Order provisions were violated.³ DEFENDANTS' failure to provide valid meal periods, and the automatic deduction for meal periods that were not provided/valid, ultimately results in further violations, such as violations of Labor Code sections 1174, 1199, 226.6, discussed above, and other violations discussed below.

Rest Period Violations: California law requires employers to provide employees a paid, duty-free ten (10) minute rest period for each four (4) hours worked, or major fraction thereof. *See* applicable IWC Wage Order, §§ 11 and/or 12(A). In *Brinker v. Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012), the California Supreme Court held that employees are entitled to a 10-minute paid rest period for shifts from 3 ½ to 6 hours in length, two 10-minute rest periods for shifts more than 6 hours up to 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at 1029). The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the

³ See Lab. Code §2699(f)(2) (establishing that the civil penalty is “for each aggrieved employee per pay period”); Lab. Code §558 (establishing that the civil penalty is “for each underpaid employee for each pay period for which the employee was underpaid”); All applicable IWC Wage Orders, §20 (establishing that “[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid”).

employee's regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided").

Moreover, under California law rest periods must be a "net" ten minutes in a suitable rest area. *Id.* at 268 (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what "net" ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; see also, *Bufil v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the "onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to their employees.").

DEFENDANTS did not properly authorize and provide NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions with legally compliant rest periods at a rate of every four (4) hours worked or major fraction thereof, that insofar as practicable, are provided in the middle of the work period, as required by law.

NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions were not adequately informed, authorized, instructed about, nor permitted an opportunity to take proper rest breaks per California law. Based on information and belief, DEFENDANTS had no policy in place nor instruction as to the taking of duty-free rest periods. Based on information and belief, DEFENDANTS did not have a compliant written rest period policy, nor did DEFENDANTS have any sort of compliant rest period policy in practice. For example, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions were at times unable to take compliant rest periods due to their need to complete assigned job duties and/or were unable to take a net ten-minute rest period in a suitable rest area and/or had purported rest periods restricted to DEFENDANTS' premises.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES (working in non-truck-driving positions)' rest periods were interrupted, cut short, on duty, restricted to premises and/or late due to understaffing, the nature and constraints of their job duties, and/or due to commentary from supervisors/ managers pressuring NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions to skip rest breaks completely or otherwise take non-compliant rest periods.

Moreover, based on information and belief, DEFENDANTS failed to provide any form of a third rest period on shifts lasting longer than ten hours.

Based on information and belief, DEFENDANTS implemented policies and/or practices that failed to relieve NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions of all duties and DEFENDANTS' control during rest periods.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions were pressured to complete their work duties according to a designated schedule such that rest breaks were only taken once tasks were completed, and/or as time permitted.

Furthermore, DEFENDANTS failed to pay a rest period premium for each day in which NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions experienced a missed or otherwise unlawful rest period in violation of California law. *Bluford v. Safeway Stores, Inc.* (2013) 216 Cal. App. 4th 864, 872. DEFENDANTS failed to pay NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions, an additional hour of wages at their respective regular rates of pay for each workday a proper rest period was not provided. DEFENDANTS either failed to pay a rest period premium at all for each workday a lawful rest period was not provided and/or failed to pay the proper rest period premium for failure to incorporate all non-discretionary remuneration, including but not limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into the regular rate of compensation for purposes of calculating the owed rest period premium.

The aforementioned conduct results in violations of Labor Code sections 226.7, and 1198-1199, and all applicable IWC Wage Orders, §§ 11 and/or 12(A). These violations subject DEFENDANTS to civil penalties under Labor Code sections 558, 2699, and all applicable IWC Wage Orders, §20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE working in a non-truck-driving position for each pay period during which the referenced statutes and Wage Order provisions were violated.⁴

Minimum Wage Violations: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorneys’ fees, and costs of suit.” Labor Code section 1194.

Labor Code section 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission, and any payment of less than the minimum wage is unlawful. The minimum wage standard applies to each hour employees worked for which they were not paid. Pursuant to section 4 of the applicable Wage Order, “Every employer shall pay to each employee not less than the applicable minimum wage for all hours worked in the payroll period...” The applicable Wage Order defines “hours worked” as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” See §2 of all applicable Wage

⁴ See Lab. Code §2699(f)(2) (establishing that the civil penalty is “for each aggrieved employee per pay period”); and All applicable IWC Wage Orders, §20 (establishing that “[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid”).

Orders. Therefore, employers are required to pay employees for all time spent subject to the control of the employer and all time the employee is suffered or permitted to work. An employer's failure to pay for any particular hour worked by an employee is unlawful even if averaging an employee's total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324. Furthermore, "in any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon..." *Cal. Lab. Code* § 1194.2.

DEFENDANTS failed to compensate PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked by virtue of DEFENDANTS' automatic deduction and time rounding policies for shift start and shift end times and meal period start and end times, and failure to relieve employees of all duties/employer control during unpaid meal periods or otherwise unlawful practices for missed or improper meal periods as explained above.

Based on information and belief, DEFENDANTS implemented a policy and/or practice of rounding meal period start and end times and/or automatically deducting at least thirty minutes per shift for meal periods, despite having actual and/or constructive knowledge that PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES were subject to DEFENDANTS' control during purported meal periods and/or were otherwise not afforded with lawful meal periods, depriving PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES of all wages owed.

For example, PLAINTIFF was rarely if ever afforded a full thirty-minute off-duty meal period during his employment. PLAINTIFF was usually if not always forced to continue driving and/or completing other work tasks during unpaid meal periods as PLAINTIFF's assigned routes and/or delivery schedule as designated by DEFENDANTS usually if not always prohibited the taking of a full thirty-minute uninterrupted off-duty meal period. Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were required to remain inside and/or in immediate physical proximity to their assigned vehicles and/or tethered to their workstations during unpaid meal periods and/or were required to monitor work communication devices during unpaid meal periods and therefore were not relieved of all duties and DEFENDANTS' control during unpaid meal periods, resulting in unpaid minimum wages and straight time wages to NON-EXEMPT AGGRIEVED EMPLOYEES.

PLAINTIFF was frequently if not always required to work through her unpaid meal periods due to the need to complete assigned job duties. However, based on information and belief, DEFENDANTS would unlawfully edit the clock in and out times for PLAINTIFF's purported meal periods in order to display at least a thirty minute, timely, off-duty meal period during most if not all shifts worked, notwithstanding the fact that DEFENDANTS had actual and/or constructive knowledge that DEFENDANTS had required PLAINTIFF to perform work-related tasks during unpaid meal periods. DEFENDANTS deducted at least thirty minutes per shift from PLAINTIFF's total hours worked for a purportedly off-duty thirty-minute meal period for most if not all shifts PLAINTIFF worked, resulting in DEFENDANTS failure to compensate PLAINTIFF for all hours worked and the underpayment of wages owed to PLAINTIFF.

Based on information and belief, DEFENDANTS performed an automatic meal period deduction of at least thirty minutes per shift per NON-EXEMPT AGGRIEVED EMPLOYEE even though DEFENDANTS had actual and/or constructive knowledge that NON-EXEMPT AGGRIEVED EMPLOYEES were consistently required to return to work during unpaid meal periods, work through unpaid meal periods completely, and/or were not relieved of all duties and employer control during unpaid meal periods, resulting in consistent off-the-clock work and the underpayment of minimum wages and straight time wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were not paid for all hours worked due to DEFENDANTS' policy and/or practice of paying according to scheduled hours worked instead of actual time worked, and/or mandated off-the clock work policies and/or practices.

For example, based on information and belief, DEFENDANTS have a policy and practice of rounding NON-EXEMPT AGGRIEVED EMPLOYEES' total hours worked to at least the nearest tenth, quarter, half and/or whole hour, resulting in the underpayment of minimum wages and straight time wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES. For example, based on information and belief, DEFENDANTS rounded NON-EXEMPT AGGRIEVED EMPLOYEES' total hours worked to at least the nearest tenth, quarter, half and/or whole hour during most if not all pay periods, resulting in the consistent underpayment of minimum wages and straight time wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were required to perform off-the-clock work due to work-related phone calls and/or messages NON-EXEMPT AGGRIEVED EMPLOYEES received to their phones/work-communication devices and were required to respond to outside of scheduled shift times and/or during unpaid meal periods, including but not limited to, communications from supervisors and/or other NON-EXEMPT AGGRIEVED EMPLOYEES regarding scheduling, shift assignments and/or other work tasks, resulting in the underpayment of wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

Moreover, based on information and belief, at times, DEFENDANTS' electronic employee time-keeping system / app malfunctioned such that NON-EXEMPT AGGRIEVED EMPLOYEES were required to either reinitiate and/or otherwise troubleshoot the system / app prior to being able to clock in and/or were unable to clock in at all for the start of their shifts, resulting in off-the-clock work and the underpayment of wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES. Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES experienced the same issues when clocking out for shifts. This time spent under DEFENDANTS' control was not recorded and not compensated and resulted in unpaid minimum wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES were required to complete other off-the-clock work tasks before clocking in for the

beginning of their shifts and/or after clocking out for the end of their shifts and/or during uncompensated meal periods, resulting in the underpayment of minimum and straight time wages owed to PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, DEFENDANTS failed to pay NON-EXEMPT AGGRIEVED EMPLOYEES for time they were required to spend completing orientation, policy questionnaires, and/or time spent completing the onboarding process including but not limited to reviewing various documents and policies provided by DEFENDANTS. Based on information and belief, this work time was completed off-the-clock and was not compensated. For example, based on information and belief, DEFENDANTS required NON-EXEMPT AGGRIEVED EMPLOYEES to review and sign various types of policies and documents, including but not limited to, safety guidelines/safety awareness certifications, employee time-keeping policies, among other documents, but they were not paid for all time spent reviewing and/or completing certification as directed by DEFENDANTS.

Based on further information and belief, DEFENDANTS implemented a time-rounding system that as applied systematically deprived PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES of compensable time because the time-rounding system implemented by DEFENDANTS would almost always, if not always, result in understating actual compensable work time. DEFENDANTS' failure to pay for all time worked by virtue of their time-rounding practices resulted in the underpayment of minimum wages owed to PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES as well as unpaid overtime wages for those NON-EXEMPT AGGRIEVED EMPLOYEES who worked more than eight (8) hours in a day and/or more than forty (40) hours in a week. For example, as explained above, DEFENDANTS rounded the total hours worked of NON-EXEMPT AGGRIEVED EMPLOYEES to at least the nearest tenth, quarter, half and/or whole hour during most if not all pay periods during the relevant period, resulting in DEFENDANTS' consistent failure to compensate NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked and the underpayment of wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

DEFENDANTS' failure to pay for all time worked by virtue of their time rounding, auto-deduction policies and practices for unlawful meal periods, failure to provide lawful meal periods, and/or other off-the-clock work practices and policies, resulted in the underpayment of minimum wages owed to PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES as well as unpaid overtime wages for those NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions who worked more than eight (8) hours in a day and/or more than forty (40) hours in a week.

Based on information and belief, DEFENDANTS had actual and/or constructive knowledge that their time rounding policies/practices, auto-deduction policies and practices, failure to provide lawful meal periods and/or other off-the-clock work resulted in the underpayment of minimum wages owed to PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES, in violation of California's minimum wage laws.

These violations subject DEFENDANTS to civil penalties under Labor Code sections 558, 558.1, 1197.1 and all applicable IWC Wage Orders, §20. Each violation of each Labor Code section and

Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the referenced statutes and Wage Order provisions were violated.⁵

Overtime Violations: California law requires employers to pay overtime equal to one and one-half times the regular hourly rate of pay for each hour worked beyond eight (8) hours per workday and each hour worked beyond forty (40) hours per work week. Lab. Code §510; IWC Wage Order All applicable IWC Wage Orders §3. Employers must pay overtime equal to double the regular hourly rate of pay for each hour worked beyond twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in a work week. *Ibid.*

Based on information and belief, DEFENDANTS violated California's overtime laws by, among other things, failing to correctly calculate, or record, the total number of hours worked by NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions and not paying proper overtime rates for overtime worked by virtue of same.

Namely, DEFENDANTS' automatic deduction and time rounding policies and practices for meal periods and shift start times and shift end times, payment according to scheduled hours worked rather than actual time worked, off-the-clock/unpaid work completed during meal periods and/or time spent restricted to DEFENDANTS' premises and/or subject to DEFENDANTS' control during off-the-clock meal periods (described above), and/or other off-the-clock work resulted in the failure to account for all hours worked and thus the denial of minimum wages as well as overtime wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions who worked more than eight (8) hours in a day or more than forty (40) hours in a week.

Based on information and belief, DEFENDANTS failed and continue to fail to pay a premium wage rate for all hours worked beyond eight (8) hours in a day or beyond forty (40) hours in a week.

Based on information and belief, DEFENDANTS failed and continue to fail to pay twice NON-EXEMPT AGGRIEVED EMPLOYEES (working in non-truck-driving positions)' regular rate(s) of pay for time worked beyond twelve (12) hours per workday and for time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in violation of California's overtime laws.

Based on information and belief, DEFENDANTS failed to incorporate all non-discretionary remuneration, including but not limited to, shift differential pay, bonus pay, multiple base rates of pay and/or other non-discretionary pay into the regular rate of pay used to calculate the owed

⁵ See Lab. Code §1197.1(a) (establishing that the civil penalty is "for each underpaid employee for each pay period for which the employee was underpaid"); All applicable IWC Wage Orders, §20 (establishing that "[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid").

overtime rate(s), resulting in the miscalculation and underpayment of overtime wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions.

This conduct results in violations of Labor Code sections 218.5, 510, 558, 558.1, 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject DEFENDANTS to civil penalties under Labor Code sections 558, 558.1, 218.5, and 2699, and all applicable IWC Wage Orders, §20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE working in a non-truck-driving position, for each pay period during which the referenced statutes and Wage Order provisions were violated.⁶

Failure to Provide Written Commission Agreements: Labor Code section 2751 requires that all commission contracts "be in writing and . . . set forth the method by which the commissions shall be computed and paid." Cal. Lab. Code section 2751(a) (2012). Under the statute, employers must also "give a signed copy of the contract to every employee who is a party [to the contract] and . . . obtain a signed receipt for the contract from each employee." *Id.* section 2751(b).

Based on information and belief, DEFENDANTS failed to provide NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES who were compensated on a commission basis with proper written commission agreements, in violation of Labor Code section 2751.

Violation of Labor Code Section 226.2: Labor Code section 226.2 requires an employer to pay employees compensated on a piece-rate basis separately for rest and recovery periods and nonproductive time, apart from any piece-rate pay. This statute further requires an employer to include on the wage statements for these employees the total hours of compensable rest and recovery period, the total hours for other non-productive time, the rates of compensation for these hours, and the gross wages paid for these hours. In addition, the statute requires that employees shall be compensated for rest and recovery periods at a regular hourly rate that is no less than the higher of: (i) an average hourly rate determined by dividing the total compensation for the workweek, exclusive of compensation for rest and recovery periods and any premium compensation for overtime, by the total hours worked during the workweek, exclusive of rest and recovery periods, or (ii) The applicable minimum wage. Per case law, Labor Code section 226.2 also applies to employees compensated on a commission basis.

Based on information and belief, DEFENDANTS failed to compensate NON-EXEMPT AGGRIEVED EMPLOYEES who were paid solely on a piece rate and/or commission basis separately for the rest periods and nonproductive time, and/or failed to pay them for this time at the correct rates. Based on information and belief, DEFENDANTS further failed to include this

⁶ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period"); Lab. Code §558 (establishing that the civil penalty is "for each underpaid employee for each pay period for which the employee was underpaid"); All applicable Wage Orders, §20 (establishing that "[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid").

information on NON-EXEMPT AGGRIEVED EMPLOYEES' wage statements. As such, DEFENDANTS failed to comply with Labor Code section 226.2.

Violation of California Labor Code §§ 245-248.5: Throughout the relevant time period, DEFENDANTS failed to provide proper paid sick leave to PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES. DEFENDANTS either failed to provide paid sick leave at all or improperly calculated the sick leave accrual and the sick leave rate of pay owed to PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES by failing to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock work including but not limited to work completed during unpaid meal periods and by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary bonuses, shift differential pay, commission and/or piece-rate compensation and/or other non-discretionary compensation into the sick leave pay rate calculation.

Based on information and belief, DEFENDANTS further failed to provide notice of the correct sick leave amount balance available to PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES on their wage statements or other written statements.

Based on information and belief, DEFENDANTS failed to put NON-EXEMPT AGGRIEVED on notice of their paid sick leave rights—or thereby putting their entitlement to sick leave in a Labor Code section 2810.5 notice. In addition, DEFENDANTS failed to maintain accurate records of used sick leave and the balance of paid sick leave left to the NON-EXEMPT AGGRIEVED EMPLOYEE throughout the relevant time period.

Based on information and belief, throughout the relevant period, DEFENDANTS failed to provide notice of sick leave amount balance left for PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES, thus affecting their intelligent exercise of their paid sick leave. But for this failure, PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES would have used their paid sick leave at least prior to their respective separations, for as on several occasions thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate compensation.

This illegal retention of paid sick leave is unlawful, and PLAINTIFF seeks all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of PLAINTIFF and all NON-EXEMPT AGGRIEVED EMPLOYEES.

In violation of Labor Code section 247.5, DEFENDANTS failed to maintain records documenting the hours worked and paid sick days accrued and used by PLAINTIFF and all NON-EXEMPT AGGRIEVED EMPLOYEES, permitting the presumption that PLAINTIFF and all NON-EXEMPT AGGRIEVED EMPLOYEES were entitled to the maximum number of hours accruable under this article.

Upon information and belief, DEFENDANTS further failed and continue to fail to comply with Labor Code section 246, by failing to provide PLAINTIFF and all NON-EXEMPT AGGRIEVED EMPLOYEES with a Labor Code section 226 wage statement, or separate writing containing the

amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays wages.

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

On information and belief, PLAINTIFF alleges that all of these practices were experienced and continue to be experienced by other NON-EXEMPT AGGRIEVED EMPLOYEES.

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

Accordingly, PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES are entitled to injunctive relief, attorney's fees, declaratory relief, restitution, and penalties as permitted by law. PLAINTIFF requests all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code sections 233 and 234, which incorporates the paid sick leave requirements.

Failure To Provide Supplemental Paid Sick Leave: Labor Code section 248.2 provides that all employers with 26 or more employees are required to provide up to 80 hours for covered employees to take 2021 COVID-19 Supplemental Paid Sick Leave to care for themselves, to care for a family member or if it is vaccine-related. Based on information and belief, DEFENDANTS violated Labor Code section 248.2 by not providing NON-EXEMPT AGGRIEVED EMPLOYEES with required 2021 COVID-19 Supplemental Paid Sick Leave. Based on information and belief, DEFENDANTS failed to provide Supplemental Paid Sick Leave in 2022 in violation of Labor Code section 248.6.

Refusal to Make Payment: Labor Code section 216 declares unlawful an employer's refusal to pay wages due and payable and/or denial of the validity of any claim to wages due.

DEFENDANTS violated and continue to violate Labor Code section 216 by failing to pay PLAINTIFF and all NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked at the proper wage rate and by failing to pay all NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions an additional hour of pay for each meal and/or rest period not provided or that was invalid. *Gould v. Maryland Sound Industries, Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155.

These violations subject DEFENDANTS to civil penalties under Labor Code section 225.5. Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the statute's provisions were violated.⁷

⁷ Labor Code § 225.5 (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee”) (emphasis added).

Wage Statement Violations: California law requires every employer semi-monthly or at the time of each payment of wages to furnish each of his or her employees with an accurate itemized wage statement in writing that contains the following: (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; (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. Cal. Lab. Code. section 226(a).

As DEFENDANTS failed to provide NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions with meal and rest periods that complied with Labor Code section 226.7, the wage statements DEFENDANTS issued to NON-EXEMPT AGGRIEVED EMPLOYEES working in non-truck-driving positions failed and continue to fail to correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b) the total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net wages earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code section 226(a)(9).

DEFENDANTS' issued wage statements to PLAINTIFF and all NON-EXEMPT AGGRIEVED EMPLOYEES that also failed to indicate the earned gross and net wages earned during the pay period, the correct applicable rates of pay for all hours worked, and the "total hours worked" by PLAINTIFF and all NON-EXEMPT AGGRIEVED EMPLOYEES (by virtue of rounded time entries, automatic deduction for meal periods/failure to relieve NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and employer control during unpaid meal periods, payment according to scheduled hours worked rather than actual hours worked, and/or other off-the-clock work policies and practices described above), which results in a violation of Labor Code section 226(a). Failure to list all hours worked on a wage statement, gives rise to an inference of injury under Labor Code Section 226 (*Maldonado v. Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

Based on information and belief, wage statements issued by DEFENDANTS failed to list the inclusive dates of the pay period for which the NON-EXEMPT AGGRIEVED EMPLOYEE or EXEMPT AGGRIEVED EMPLOYEE is being paid.

DEFENDANTS' failure to accurately list all hours worked on all wage statements caused confusion to PLAINTIFF and caused and continue to cause confusion to the NON-EXEMPT AGGRIEVED EMPLOYEES over whether they received all wages owed to them. PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES were injured by DEFENDANTS' failure to provide accurate wage statements.

In addition, because of the violations detailed above, including but not limited to, not paying regular and overtime wages for all hours worked, not paying all sick leave wages at the proper rates, and failing to provide meal and rest break premiums, DEFENDANTS have violated

California Labor Code § 226 by willfully failing to furnish PLAINTIFF and all NON-EXEMPT AGGRIEVED EMPLOYEES with accurate, itemized wage statements. As described herein, based on information and belief, DEFENDANTS also failed to incorporate all forms of non-discretionary compensation earned during the pay period into the overtime pay rate calculation, and as such, failed to display the proper overtime rate(s) for each hour of overtime worked by PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, wage statements issued by DEFENDANTS failed to list all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code section 226(a)(9).

Moreover, based on information and belief, DEFENDANTS issued wage statements to PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES that further violate Labor Code section 226(a), by among other things, failing to list the correct name and/or address of the legal entity that is the employer.

As a result, the wage statements provided to PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were not accurate and did not include all of the statutorily required information.

These violations subject DEFENDANTS to civil penalties under Labor Code section 226. Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE and each EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the statute provisions were violated.⁸

Unlawful Deductions: Labor Code section 221 prohibits an employer from “collect[ing] or receiv[ing] from an employee any part of wages theretofore paid by said employer to said employee.” Based on information and belief DEFENDANTS made unlawful deductions from NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES paychecks during the relevant period including but not limited to deducting costs of uniforms and/or other business costs and/or deducting wages for purported overpayments from previous pay periods and/or unlawfully deducting wages for negligently damaged property. Such a practice is in violation of including but not limited to, all applicable IWC Wage Orders, sections 7, 8 and/or 9 and Labor Code Sections 221-222 which subjects DEFENDANTS to civil penalties under Labor Code Section 2699.

Each violation results in a separate civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE and EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the statute provisions were violated. See Lab. Code §225.5 (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee”).

⁸ See Lab. Code §226.3 (establishing that the civil penalty is “per employee per violation”).

Semimonthly Payment Violations: Labor Code section 204 requires that all earned wages must be paid to employees twice during each calendar month. DEFENDANTS violated this section by, including but not limited to, failing to pay PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES an additional hour of pay for meal and rest periods not provided and/or otherwise unlawful, by failing to compensate employees for all hours worked, and by failing to pay proper premium wage rates for all hours worked. These violations subject DEFENDANTS to civil penalties under Labor Code section 210. Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the statute's provisions were violated.

Reporting Time Pay Violations:

Section 4 and/or 5 of all applicable IWC Wage Orders, provide as follows:

(A) Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage. (B) If an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting

NON-EXEMPT AGGRIEVED EMPLOYEES were not paid reporting time wages in accordance with California law, including but not limited to the applicable IWC Wage Order. For example, based on information and belief, at times, PLAINTIFF and/or other NON-EXEMPT AGGRIEVED EMPLOYEES reported to work for a scheduled shift but were sent home and/or were not put to work and were not paid all owed reporting time pay wages in accordance with California law.

Based on information and belief, EMPLOYER has a policy and practice of failing to pay all reporting time wages to NON-EXEMPT AGGRIEVED EMPLOYEES, in violation of California law, including but not limited to, the applicable IWC Wage Order, Section 4. EMPLOYER's failure to pay all reporting time wages to NON-EXEMPT AGGRIEVED EMPLOYEES violated and continues to violate the applicable Wage Order, including but not limited to IWC Wage Order 9-2001, section 4(A)-(B) and the California Labor Code, including but not limited to section 1198.

Violation of California Day of Rest Law

Under California law, every employee in California is "entitled" to "one day's rest [from labor] in seven"; and, no employer may "cause" their employees "to work more than six days in seven." *See* Labor Code Sections 551 and 552. Labor Code section 553 provides that a violation of the foregoing sections is a misdemeanor.

Based on information and belief, DEFENDANTS have and continue to have a uniform policy and practice of requiring NON-EXEMPT AGGRIEVED EMPLOYEES to work at least seven days consecutively in a workweek, in violation of including but not limited to, Labor Code Section 551. Based on information and belief, PLAINTIFF and/or other NON-EXEMPT AGGRIEVED EMPLOYEES were suffered, permitted, or required to work at least seven (7) days consecutively

in a workweek, in violation of California law, including but not limited to Labor Code Section 551.

Violation of Labor Code section 351 and 353: Labor Code Section 351 prohibits employers and their agents from sharing in or keeping any portion of a gratuity left for or given to one or more employees by a patron. Furthermore, it is illegal for employers to make wage deductions from gratuities, or from using gratuities as direct or indirect credits against an employee's wages. Labor Code Section 353 mandates employers to keep accurate records of all gratuities received.

Based on information and belief, DEFENDANTS failed to ensure that NON-EXEMPT AGGRIEVED EMPLOYEES fully received the gratuities left for them by patrons, in that DEFENDANTS and their agents would collect and/or take a portion of the gratuities for themselves, in violation of Labor Code Section 351. Based on further information and belief, DEFENDANTS also failed/fails to keep accurate records of all tips received, in violation of Labor Code Section 353. Based on information and belief, DEFENDANTS failed to pay gratuities paid by customers using credit cards to NON-EXEMPT AGGRIEVED EMPLOYEES by the next regular payday following the credit card payment, in violation of Labor Code section 351.

Based on information and belief, DEFENDANTS charge an additional service charge to their customers/patrons. Customers are led to believe that the service charge will be paid to DEFENDANTS' NON-EXEMPT AGGRIEVED EMPLOYEES. Instead, DEFENDANTS keeps a majority (if not the entirety) of the service charge, thereby depriving NON-EXEMPT AGGRIEVED EMPLOYEES of the service charge/gratuity that is left by the patron/customer for the NON-EXEMPT AGGRIEVED EMPLOYEES. *See O'Grady v Merchant Exchanges Production, Inc.*, 41 Cal.App.5th 771, 790 (a mandatory service charge can constitute a gratuity that is intended to the employees providing the service).

Pursuant to PAGA, DEFENDANTS are liable for penalties of \$100 per pay period payable to each NON-EXEMPT AGGRIEVED EMPLOYEE for the first violation of Labor Code Sections 351 and 353 they experienced within the statutory period, and \$200 per pay period for each additional violation.

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

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

Statutory Wage Violations: Labor Code section 223 makes it unlawful for an employer to secretly pay wages lower than required by statute while purporting to pay legal wages.

As described above, DEFENDANTS willfully and systematically denied PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES of minimum and overtime wage compensation for all hours worked which resulted in the payment of less than statutorily required wages owed to them. DEFENDANTS acted with the intent to deprive them of statutory wages, including, but not limited to, overtime wages and minimum wages, to which they were entitled to under California law.

Thus, DEFENDANTS paid PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES lower wages than those they were entitled to while purporting that PLAINTIFF and all NON-EXEMPT AGGRIEVED EMPLOYEES were properly paid. As such, PLAINTIFF and all NON-EXEMPT AGGRIEVED EMPLOYEES are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code § 2699(f)-(g).

Failure to Pay Vested Vacation/Paid Time Off:

California Labor Code section 227.3 provides that when an employer policy provides for paid vacations and/or paid time off, and an employee is terminated without having taken off his, her, or their vested vacation time, all vested vacation shall be paid to the employee as wages at the employee's final rate in accordance with such contract of employment or employer policy respecting eligibility or time served and that there shall be no forfeiture of vested vacation time or paid time off upon termination. Based on information and belief, DEFENDANTS had and continue to have a uniform policy and practice of failing to allow NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to use their earned vacation/paid time off during their employment and failing to pay all vested, accrued paid time off (including but not limited to, all owed vacation pay/paid time off paid at the final rate including non-discretionary compensation, including but not limited to, shift differentials) to NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES upon separation of employment, in violation of California law, including but not limited to, Labor Code section 227.3.

Final Pay Violations: Labor Code section 201 requires employers to pay all wages earned and unpaid at the time of discharge, immediately upon discharge. California Labor Code section 201(a) provides, in relevant part, that "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." California Labor Code section 202(a) provides, in relevant part, that "[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting." Pursuant to Labor Code section 203, an employer that willfully fails to pay wages due an employee who is terminated or resigns must pay (in addition to the unpaid wages) a penalty equal to the employee's daily wages for each day, not exceeding 30 days, that the wages are unpaid. This 30-day waiting time penalty is recoverable under the PAGA via Labor Code Section 256. See, *Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal.4th 348 (2014); see also, *Caliber Bodyworks, Inc. v. Superior Court*, 134 Cal. App. 4th 365 (2005).

Based on information and belief, DEFENDANTS failed to timely pay NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES all wages that were due and owing upon termination or resignation. Based on information and belief, DEFENDANTS

untimely provide final wages to NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES without regard to the timing requirements of Labor Code sections 201-202.

Upon separation of employment, NON-EXEMPT AGGRIEVED EMPLOYEES' and EXEMPT AGGRIEVED EMPLOYEES' final paychecks were not timely provided and/or were not timely provided with all owed vacation pay and/or paid time off. Moreover, NON-EXEMPT AGGRIEVED EMPLOYEES' final paychecks, once provided, did not include all wages owed as they were devoid of, including but not limited to, all owed minimum wages, overtime wages, premium wages, reporting time pay wages, vacation pay, all owed sick leave and/or paid time off wages at the properly accrued rates (including but not limited to, all owed vacation pay/paid time off paid at the final rate including non-discretionary compensation, including but not limited to, shift differentials).

Based on further information and belief, DEFENDANTS failed to timely provide all owed wages immediately upon discharge of employment. Based in information and belief, at times, NON-EXEMPT AGGRIEVED EMPLOYEES experienced breaks in employment caused by DEFENDANTS whereby NON-EXEMPT AGGRIEVED EMPLOYEES would not be called in for work for longer than a single pay period due to including but not limited to DEFENDANTS' lack of work or lack of assignments. Such instances qualify as a discharge of employment. Yet, DEFENDANTS failed to timely pay all owed wages at the end of such periods of employment, in violation of including but not limited to Labor Code section 201-202.

These violations subject DEFENDANTS to civil penalties under Labor Code sections 203, 210, and/or 256. Each violation results in a *separate* civil penalty, for each EXEMPT AGGRIEVED EMPLOYEE and each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the statute provisions were violated.⁹

Violation of Labor Code Section 208:

Labor Code Section 208 provides: Every employee who is discharged shall be paid at the place of discharge, and every employee who quits shall be paid at the office or agency of the employer in the county where the employee has been performing labor. All payments shall be made in the manner provided by law.

Based on information and belief, DEFENDANTS have a policy and practice of failing to provide AGGRIEVED EMPLOYEES and AGGRIEVED EMPLOYEES who are terminated with their final paychecks at the place of discharge and/or of failing to provide NON-EXEMPT AGGRIEVED EMPLOYEES with their final paychecks at the office or agency of DEFENDANTS in the county where the work was performed, in violation of Labor Code Section 208.

Business Expense Violations: California law requires employers to indemnify their employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of their duties or of their obedience to the directions of the employer. *See* Cal. Lab. Code § 2802(a)

⁹ (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, 1197.5, shall be subject to a civil penalty...for each failure to pay each employee”).

and all applicable Wage Orders, § 8 and/or 9 (b). Furthermore, “for purposes of [section 2802], the term ‘necessary expenditure or losses’ shall include all reasonable costs, including, but not limited to, attorneys’ fees incurred by the employee enforcing the rights granted by this section.”

Among other things, under California law, when tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft. *See* applicable IWC Wage Order, § 9 (b).

Among other things, under California law, when employees must use their personal cellphones for work-related purposes, the employer must reimburse them for a reasonable percentage of their cell phone bills. *See Cochran v. Schwan’s Home Services, Inc.* (2014) 228 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was required to use their personal cellphone for work-related purposes and not reimbursed for the use. *Id.* 1144-1145

California law also requires employers to reimburse employees for automobile expenses incurred for the business use of personal vehicles, such as for mileage, gas, and the wear and tear on the vehicle. *See Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554.

Further, “any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled to under the laws of this State.” *See* Cal. Lab. Code § 2804.

Based on information and belief, PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were improperly required to provide and maintain work tools that are supposed to be the responsibility of the employer.

Based on information and belief, DEFENDANTS shifted the costs of doing business onto NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES by requiring them to pay for their business expenses

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were improperly required to pay for business expenses that are supposed to be the responsibility of DEFENDANTS including but not limited to, uniforms and/or protective/safety equipment, and/or the use of NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES’ personal mobile phone and data usage for work-related purposes, including but not limited to, to receive and respond to work related messages and/or phone calls. For example, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES were required to use their personal cell phones for work but did not receive any and/or full reimbursement from DEFENDANTS for these business expenses.

For example, DEFENDANTS required NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES to download and use an employee time-keeping application on their personal cell phone(s)/mobile device(s) as well as use their personal cell

phone(s)/mobile device(s) for navigational purposes to perform their assigned job duties / complete their assigned routes. DEFENDANTS did not reimburse NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES at all for these business expenses, including but not limited to, data plan charges, NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES incurred in connection with DEFENDANTS' business use of their personal cell phone(s)/ mobile device(s). Based on information and belief, DEFENDANTS required NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES to use their personal cell phone/mobile devices to download applications for work, make and/or receive work-related messages/calls, and/or for navigation purposes to complete their assigned job duties but did not provide any / legally mandated reimbursement for the business expenses NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES incurred as a result of being required to use their personal cell phones/mobile devices for work.

For example, DEFENDANTS required NON-EXEMPT AGGRIEVED EMPLOYEES to use their personal cell phones / mobile devices to carry out their assigned job duties without providing NON-EXEMPT AGGRIEVED EMPLOYEES with any and/or full reimbursement for these business expenses, including without limitation, increased data plan charges. While DEFENDANTS purported to supply NON-EXEMPT AGGRIEVED EMPLOYEES with company cell phone(s)/mobile device(s), the cell phone(s)/mobile device(s) provided by DEFENDANTS did not include an accompanying headset(s) for use including but not limited to, while making and/or responding to work-related communications while driving and/or DEFENDANTS' provided cell phone / mobile device malfunctioned such that NON-EXEMPT AGGRIEVED EMPLOYEES were required to use their personal cell phone(s)/mobile device(s) and personal headset(s) to make and/or respond to work-related communications, including but not limited to, during their shifts. Based on information and belief, DEFENDANTS also required NON-EXEMPT AGGRIEVED EMPLOYEES to download and consistently use work-related application(s) on their personal cell phone(s)/mobile device(s). DEFENDANTS did not reimburse NON-EXEMPT AGGRIEVED EMPLOYEES at all and/or in full for the business expenses NON-EXEMPT AGGRIEVED EMPLOYEES incurred in connection with being required to use their personal cell phone(s) and personal headset(s) to carry out their assigned job duties.

DEFENDANTS required PLAINTIFF to use her personal cell phone / mobile device to carry out her assigned job duties without providing PLAINTIFF with any and/or full reimbursement for these business expenses, including without limitation, increased data plan charges. While DEFENDANTS purported to supply PLAINTIFF with a company cell phone/mobile device, the cell phone/mobile device provided by DEFENDANTS did not include an accompanying headset for use including but not limited to, while making and/or responding to work-related communications while driving and/or DEFENDANTS' provided cell phone / mobile device malfunctioned such that PLAINTIFF was required to use her personal cell phone/mobile device and personal headset to make and/or respond to work-related communications, including but not limited to, during her shifts. DEFENDANTS also required PLAINTIFF to download and consistently use work-related application(s) on her personal cell phone/mobile device. DEFENDANTS did not reimburse PLAINTIFF at all and/or in full for the business expenses she incurred in connection with being required to use her personal cell phone and personal headset to carry out her assigned job duties.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES were not reimbursed for the cost of using their personal phone for work-related purposes and/or the cost of purchasing and/or maintaining work uniforms and/or protective/safety equipment.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES were improperly required to pay for additional business expenses that are supposed to be the responsibility of DEFENDANTS.

For example, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES were improperly required to pay for business expenses that are the responsibility of DEFENDANTS, including but not limited to, purchase and/or maintenance of hand tools/equipment and/or cost of fuel, tolls/fines and/or other work-related fees/fines, incurred as a direct consequence of the discharge of their assigned job duties without receiving any and/or full reimbursement from DEFENDANTS for these expenses.

On information and belief, at times, NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES were required to use their personal vehicles for DEFENDANTS' business purposes, including but not limited to, for driving between and/or around DEFENDANTS' job sites/locations and/or for other work purposes without receiving any and/or full reimbursement from DEFENDANTS for the business use of their personal vehicles.

As a pattern and practice, DEFENDANTS regularly failed to reimburse and indemnify NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES for business expenses. Pursuant to California Labor Code section 2802, PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were entitled to be reimbursed for all reasonable expenses associated with carrying out DEFENDANTS' orders and/or carrying out the duties assigned by DEFENDANTS.

As described herein, DEFENDANTS regularly failed to reimburse and indemnify PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES for all reasonable expenses associated with carrying out their job duties. DEFENDANTS' failure to provide PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES with full reimbursement for all reasonable expenses associated with carrying out their duties required that PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES subsidize and/or carry the burden of business expenses in violation of Labor Code section 2802.

Violation of Labor Code Section 976: Labor Code section 976 provides that "No person shall publish or cause to be published any advertisement, solicitation or communication in any newspaper, poster, or letter, offering employment as a salesman, broker or agent whether as an employee or independent contractor, which advertisement, solicitation or communication (a) is willfully designed to mislead any person as to compensation or commissions which may be earned; or (b) falsely represents the compensation or commissions which may be earned."

Based on information and belief, EMPLOYER has a policy and/or practice of offering prospective employees, including AGGRIEVED EMPLOYEES, a higher compensation and commission that is misleading as it falsely represents the compensation or commission that will be earned during employment, as the actual compensation or commission earned is lower than that which is offered to induce employment or continued employment. Such a practice or policy is in violation of Labor Code section 976.

Unlawful Agreements/ Unlawful Criminal History Inquiries:

Unlawful Agreements

Labor Code section 432.5 provides that “no employer...shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer...to be prohibited by law.” Based on information and belief, DEFENDANTS required PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to unlawful conditions of employment including but not limited to unlawful non-solicitation/non-compete agreements, unlawful confidentiality and/or nondisclosure agreements, unlawful releases and/or waivers of rights, unlawful forum selection clauses and/or unlawful choice of law provisions/agreements and/or unlawful criminal and/or financial checks as a condition of obtaining and/or continuing employment in violation of Labor Code section 432.5.

The California Labor Code places certain procedural and substantive limit on employers’ ability to conduct employee background checks and on how employers can use the information they obtain through those background checks. Labor Code section 1024.5 states that employers, except for financial institutions, may order a credit check only if the individual works (or is applying to work) in certain positions (e.g., managerial positions, financially-related positions, and certain government positions). Additionally, the Investigative Consumer Reporting Agencies Act (ICRAA- CA Civil Code section 1786, *et seq.*) and the Fair Credit Reporting Act (FCRA - 15 U.S.C. section 1681, *et seq.*) mandate several requirements prior to and following an employee background check, including but not limited to identifying an appropriate reason for the background check, a separate consent form with required disclosures and certain formatting requirements, additional forms such as a summary of rights, a way by which to request a copy of the report, as well as proper notice of adverse actions taken, among other statutory requirements.

Based on information and belief, DEFENDANTS ordered unlawful financial credit checks on NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES, in violation of Labor Code section 1024.5, and required NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to provide ongoing written consent to the unlawful credit checks as a condition of employment, in violation of California and Federal law, which results in a further violation of Labor Code section 432.5.

Based on information and belief, DEFENDANTS also required NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to submit and/or agree to submit in writing to unlawful criminal background checks as a condition of obtaining and/or holding employment in violation of the ICRAA and the FCRA.

Based on information and belief, DEFENDANTS required NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to a background check which failed to abide by the requirements set forth in CA Civil Code section 1786, *et seq.* and 15 U.S.C. section 1681, *et seq.*, including but not limited to by failing to provide a clear and conspicuous disclosure (and/or failing to provide any disclosure at all), failing to provide disclosures free of extraneous information, failing to provide a lawful purpose for the background check, failing to provide a summary of rights under the ICRAA and/or the FRCA, failing to provide a way by which the individual could request a copy of the report, failing to disclose the name, address, and telephone number of the third party preparing the report, and failing to properly obtain authorization or consent to such a background check, and thus was an unlawful background check.

By requiring NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to unlawful criminal and/or financial checks not in conformance with the applicable laws, DEFENDANTS violated Labor Code section 432.5.

Based on information and belief, DEFENDANTS also required NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to provide ongoing consent to DEFENDANTS to conduct background checks throughout the duration of employment, in violation of the ICRAA and/or FCRA and/or other applicable laws, resulting in a further violation of Labor Code section 432.5, by requiring applicants and employees to agree to an unlawful provision as a condition of employment.

Based on further information and belief, DEFENDANTS knew that requiring NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree to unlawful criminal and/or financial background checks as a condition of obtaining and/or holding employment was unlawful.

By requiring NON-EXEMPT AGGRIEVED EMPLOYEES, and EXEMPT AGGRIEVED EMPLOYEES agree in writing to unlawful provisions as a condition of employment, DEFENDANTS violated Labor Code section 432.5.

Unlawful Inquires into Criminal History

Labor Code section 432.7 prohibits an employer from asking applicants about past arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on information and belief, DEFENDANTS asked NON-EXEMPT AGGRIEVED EMPLOYEES, and EXEMPT AGGRIEVED EMPLOYEES about arrests not resulting in convictions on their employment application, in violation of California law.

Upon information and belief, DEFENDANTS, in violation of California law, including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act ("FEHA"), asked NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES about convictions prior to extending an offer of employment and/or otherwise impermissibly inquired into criminal history on their employment application in violation of California law.

By asking about arrests not resulting in convictions, DEFENDANTS violated Labor Code section 432.7. By asking about convictions at the application phase or prior to extending an employment

offer, DEFENDANTS violated California's Fair Chance Act, and thereby violated Labor Code section 432.5 by unlawfully requiring NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to disclose arrests and/or convictions as a condition of employment.

Unlawful PAGA Waiver

Additionally, DEFENDANTS violated Labor Code section 432.5 by requiring NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to other unlawful agreements, including but not limited to, an unlawful waiver of PAGA and or representative actions as a condition of employment.

An action pursuant to PAGA "...is a representative action on behalf of the state" *Kim v Reins Int'l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87. It is well settled that agreements purporting to waive an employee's right to a trial of PAGA claims is contrary to California law and unenforceable. *See Iskanian v CLS Transportation Los Angeles, LLC* (2014) 59 Cal. 4th 348, 384 ("We conclude that where, as here, an employment agreement compels the waiver of representative claims under the PAGA, it is contrary to public policy and unenforceable as a matter of state law.")

Moreover, the California Supreme Court has ruled that a court cannot compel arbitration of an aggrieved employee's individual PAGA claim because there is no such thing as an individual PAGA claim. *Kim v Reins Int'l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87 ("There is no individual component to a PAGA action because 'every PAGA action ... is a representative action on behalf of the state.'")

Upon information and belief, DEFENDANTS required NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to waive their right to a trial of PAGA claims in violation of California law. By requiring NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree, in writing, to an unlawful PAGA waiver, DEFENDANTS required written agreement to an unlawful provision as a condition of employment which is a violation of labor code section 432.5.

As such, PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES continue to be subject to various unlawful provisions as a condition of employment.

Conclusion

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

Labor Code § 2699.3 requires that a claimant send a certified letter (i.e. this NOTICE) to the employer in question and file an online claim to the LWDA setting forth the claims and the basis

for the claims, thereby giving the LWDA an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this NOTICE is to satisfy the requirements created by Labor Code §§ 2699, 2699.3(a), 2699.3(b), 2699.3(c), and 2699.5, prior to seeking penalties and premium wages allowed by law for the aforementioned statutory violations in a civil action. We look forward to determining whether the LWDA intends to take any action in reference to these claims. We kindly ask that you respond to this NOTICE according to the time frame contemplated by the code.

If the LWDA elects not to take any action with respect to any of the foregoing claims, PLAINTIFF will seek these penalties in a civil action, on behalf of PLAINTIFF and all NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES of DEFENDANTS within one year of the date of this letter as allowed by law.

Please advise if your office intends to investigate any of the factual and legal allegations and provide notice within sixty-five days of the date of this NOTICE to our office and to that of other charged parties. Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Kiara Bramasco, Esq.
Crosner Legal, PC
9440 Santa Monica Blvd., Ste. 301
Beverly Hills, CA 90210
Main: 866.276.7637
Fax: 310.510.6429
Email: kiara@crosnerlegal.com

Thank you for your attention to this matter.

Best Regards,

A handwritten signature in black ink that reads "Kiara Bramasco". The signature is written in a cursive, flowing style.

Kiara Bramasco, Esq.
CROSNER LEGAL, PC



Manny Martinez <manny@crosnerlegal.com>

Thank you for submission of your PAGA Case.

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To: "prelit@crosnerlegal.com" <prelit@crosnerlegal.com>

Tue, Jan 9, 2024 at 12:15 PM

1/9/2024

LWDA Case No. LWDA-CM-1003910-24
Law Firm : Crosner Legal, PC
Plaintiff Name : Dee Lawrence
Employer: Dependable Highway Express, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Exhibit 6



Mathew Adame <mathew@crosnerlegal.com>

Thank you for your Court Complaint Submission.

1 message

DIR PAGA Unit <no-reply@formassembly.com>
To: mathew@crosnerlegal.com

Fri, Dec 12, 2025 at 3:11 PM

12/12/2025 03:11:16 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Complaint

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Exhibit 7