

1 Galen T. Shimoda (Cal. State Bar No. 226752)  
2 Justin P. Rodriguez (Cal. State Bar No. 278275)  
Renald Konini (Cal. State Bar No. 312080)  
3 **Shimoda & Rodriguez Law, PC**  
9401 East Stockton Blvd., Suite 120  
4 Elk Grove, CA 95624  
Telephone: (916) 525-0716  
5 Facsimile: (916) 760-3733

6 Attorneys for Plaintiff VANESSA RUIZ individually  
and on behalf of similarly situated employees

7 Michael Kopp (SBN 206385)  
8 Lilah J. Wylde (SBN 273035)  
Seyfarth Shaw LLP  
9 400 Capitol Mall, Suite 2300  
Sacramento, CA 95814-2300  
10 Telephone: (916) 498-7001  
Facsimile: (916) 288-6333

11 Attorneys for SYMBOTIC LLC, and SYMBOTIC, INC.  
12

13 **SUPERIOR COURT OF CALIFORNIA**  
14 **FOR THE COUNTY OF SACRAMENTO**

15 VANESSA RUIZ, individually and on behalf of  
16 all other similarly situated employees,

17 Plaintiff,

18 vs.

19 SYMBOTIC LLC, a Delaware Limited  
20 Liability Company; SYMBOTIC, INC., a  
21 Delaware Corporation ; and DOES 1 to 100,  
inclusive,

22 Defendants.  
23  
24  
25  
26  
27  
28

**Case No.: 23CV008326**

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

Filed: September 11, 2023

FAC Filed: January 12, 2024

Trial Date: None Set

1 This Joint Stipulation Regarding Class Action, Collective Action, and PAGA Settlement and  
2 Release is made and entered into between the Plaintiff Vanessa Ruiz (“Plaintiff”), on behalf of herself, the  
3 Labor and Workforce Development Agency, Class Members, Collective Members, and PAGA Group  
4 Members, and Defendants Symbotic LLC and Symbotic Inc. (“Defendants”). This Agreement is subject  
5 to the terms and conditions set forth below and the approval of the Court.

6 **1. DEFINITIONS**

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

8 1.1 “Action” means the above stated lawsuit, *Ruiz v. Symbotic LLC, et al.*, Sacramento County  
9 Superior Court, Case No. 23CV008326, filed September 11, 2023.

10 1.2 “Agreement” or “Settlement” or “Settlement Agreement” means this Joint Stipulation  
11 Regarding Class Action, Collective Action, and PAGA Settlement and Release.

12 1.3 “Class Counsel” means Galen T. Shimoda, Justin P. Rodriguez, and Renald Konini of  
13 Shimoda & Rodriguez Law, PC.

14 1.4 “Class Member(s)” means all non-exempt employees who were employed by Defendants  
15 in the State of California at any time during the Class Period. This shall be an opt-out class.

16 1.5 “Class Period” means September 11, 2019, through December 18, 2024, or the Preliminary  
17 Approval Date, whichever occurs first, unless otherwise modified by the escalator clause in Section 10.2.

18 1.6 “Collective Member(s)” or “Collective” means all non-exempt employees who have been  
19 employed by Defendants in the State of California at any time during the FLSA Period. This shall be an  
20 opt-in collective, with Collective Members opting in by signing/cashing/depositing/negotiating a check  
21 with release language printed on the back.

22 1.7 “Class Representative” or “Plaintiff” means Plaintiff Vanessa Ruiz.

23 1.8 “Class Representative’s Released Claims” in addition to the Released Class Claims,  
24 Released FLSA Claims, and Released PAGA Claims, Plaintiff shall release the Released Parties from all  
25 claims for wrongful discharge and retaliation and all claims, known or unknown, in favor of Released  
26 Parties’ present and former parent companies, subsidiaries, shareholders, officers, directors, employees,  
27 agents, affiliates, servants, registered representatives, attorneys, insurers, successors and assigns, and  
28 Plaintiff waives all rights and benefits afforded by section 1542 of the Civil Code. Section 1542 provides:

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

4 The Class Representative's Released Claims shall not apply to unemployment insurance or workers  
5 compensation claims, or claims that otherwise cannot be released by law.

6 1.9 "Complaint" or "Operative Complaint" means the operative Complaint on file in the  
7 Action with the Court. In connection with a motion seeking preliminary approval of the Settlement,  
8 Plaintiff will request leave to file, and Defendants will not object to the filing of, a Second Amended  
9 Complaint substantially in the form attached hereto as Exhibit 1, alleging FLSA claims on the same  
10 factual basis as is present in the First Amended Complaint. It is expressly understood that the Second  
11 Amended Complaint is to be the operative Complaint for purposes of any release or waiver of claims  
12 referring to the Complaint or Operative Complaint in this Agreement.

13 1.10 "Court" means the Sacramento County Superior Court.

14 1.11 "Defendants" means Symbotic LLC and Symbotic, Inc.

15 1.12 "Defendants' Counsel" means Seyfarth Shaw LLP.

16 1.13 "Effective Date" refers to the date upon which both of the following have occurred: (i) final  
17 approval of the settlement is granted by the Court and (ii) the Court's Judgment approving the settlement  
18 becomes Final. Final shall mean the latest of: (i) if there is an appeal of the Court's Judgment, the date the  
19 Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a  
20 petition for review with the California Supreme Court or other court in California assuming jurisdiction of  
21 this matter, or, (ii) if a petition for review is filed, the date of denial of the petition, or the date the Court's  
22 Judgment is entered, pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time  
23 for filing or noticing any appeal of the Court's Judgment.

24 1.14 "Final Approval Date" means the date a signed order granting final approval of this  
25 Agreement is filed with the Court.

26 1.15 "FLSA Period" means September 11, 2020, through December 18, 2024, or the date of  
27 Preliminary Approval, whichever occurs first, unless otherwise modified by the escalator clause in  
28 Section 10.2.

1           1.16   “FLSA Settlement Fund” means the \$20,000 allocated from the Gross Fund Value and set  
2 aside for payment to Collective Members for settlement and release of the Released FLSA Claims. The  
3 FLSA Settlement Fund shall not exceed \$20,000.

4           1.17   “Gross Fund Value” is the sum of Two Hundred Forty Six Thousand Five Hundred Dollars  
5 (\$246,500).

6           1.18   “Incentive Award” means the amount approved by the Court to be paid to the Class  
7 Representative in recognition of the time and effort expended on behalf of, and for the benefit of, Class  
8 Members, Collective Members, PAGA Group Members, and the Labor and Workforce Development  
9 Agency, which is in addition to any Individual Settlement Payment and/or Individual PAGA Payment  
10 that would otherwise be owed to Plaintiff as a Participating Class Member under the Agreement. The  
11 Incentive Award shall also be in exchange for releasing the Class Representative’s Released Claims  
12 through the Class Period as to all the Released Parties.

13          1.19   “Individual FLSA Payment” means an individual Collective Member’s share of the FLSA  
14 Settlement Fund.

15          1.20   “Individual PAGA Payment” means an individual PAGA Group Member’s share of the  
16 PAGA Fund.

17          1.21   “Individual Settlement Payment” means an individual Class Member’s share of the Net  
18 Settlement Amount.

19          1.22   “LWDA” means the California Labor and Workforce Development Agency.

20          1.23   “Net Settlement Amount” is the portion of the Gross Fund Value available for distribution  
21 to Class Members after deductions for any Court approved and/or awarded amounts for a) Settlement  
22 Administrator Costs, b) an Incentive Award to the Class Representative, c) the PAGA Fund, d) the FLSA  
23 Settlement Fund, and e) Class Counsel’s attorney’s fees and costs.

24          1.24   “Notice of Settlement” means the document substantially in the form attached hereto as  
25 Exhibit 2.

26          1.25   “Notice Period” means sixty (60) calendar days from the initial mailing of the Notice of  
27 Settlement to Class Members, Collective Members, and PAGA Group Members.

28          1.26   “PAGA” means Private Attorneys General Act.

1           1.27    “PAGA Group Member(s)” means all non-exempt employees who were employed by  
2 Defendants in the State of California at any time during the PAGA Period.

3           1.28    “PAGA Fund” means the \$20,000 allocated from the Gross Fund Value towards resolving  
4 claims under the Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.*

5           1.29    “PAGA Period” means September 8, 2022 to December 18, 2024, or the Preliminary  
6 Approval Date, whichever occurs first, unless otherwise modified by the escalator clause in Section 10.2.

7           1.30    “Parties” mean Defendants and Plaintiff.

8           1.31    “Participating Class Member” means any and all Class Members who have not made any  
9 timely request to opt-out of the settlement.

10          1.32    “Preliminary Approval Date” means the date a signed order granting preliminary approval  
11 of this Agreement is filed with the Court.

12          1.33    “QSF” means a Qualified Settlement Fund set up by the Settlement Administrator for the  
13 benefit of the Class Members, Collective Members and/or PAGA Group Members and from which the  
14 payments under this Agreement shall be made. Any amounts Defendants have agreed to pay under this  
15 Agreement shall remain the property of Defendants until the payments required under the Agreement are  
16 made.

17          1.34    “Qualifying Workweeks” any workweeks during the Class Period, FLSA Period, and/or  
18 PAGA Period by Class Members, Collective Members, or PAGA Group Members, respectively, will be  
19 considered Qualifying Workweeks. Any partial Qualifying Workweeks will be counted as a full Qualifying  
20 Workweeks. Although a workweek may be both a workweek in the Class Period, FLSA Period, and the  
21 PAGA Period, it shall be counted as 1 unique workweek. The calculation of a Class Member’s, Collective  
22 Member’s, and/or PAGA Group Member’s workweeks and a determination as to whether a Class Member,  
23 Collective Member, and/or PAGA Group Member was actively employed in California in a particular  
24 workweek shall be construed from Defendants’ records.

25          1.35    “Released Class Claims” means (i) all claims that were alleged in the Operative Complaint,  
26 and (ii) all claims that reasonably could have been alleged, based on the facts stated in the Operative  
27 Complaint, including claims for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3)  
28 failure to provide meal periods or pay a premium in lieu thereof; (4) failure to authorize and permit rest

1 periods or pay a premium in lieu thereof; (5) failure to timely pay final wages at the time of termination/end  
2 of employment; (6) failure to furnish accurate itemized wage statements; (7) failure to reimburse employees  
3 for business expenses; (8) unfair business practices; (9) violation of the California Equal Pay Act; and, (10)  
4 claims for statutory penalties for violation of California Labor Code sections 201, 201.3, 202, 203 204.1,  
5 204.2, 210, 226, 226.3, 226.7, 245, 246, 246.5, 248.5, 510, 512, 558, 558.1, 1174, 1193.6, 1194, 1197.1,  
6 1197.5, and 2802-2804, California Code of Civil Procedure section 1021.5, Civil Code sections 3287, 3289,  
7 and California Business and Professions Code section 17200 et seq. or any applicable Wage Order,  
8 irrespective of the theory of recovery alleged, during the Class Period. Class Members do not release any  
9 other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment  
10 and Housing Act, unemployment insurance, disability, social security, worker's compensation, or claims  
11 based on facts occurring outside the Class Period.

12 1.36 "Released FLSA Claims" means (i) all wage and hour claims with respect to the Released  
13 Parties under the Fair Labor Standards Act, 29 U.S.C. section 201, *et seq.* that are asserted in the  
14 Operative Complaint and, (ii) any other claims under the FLSA that reasonably could have been brought  
15 based on the facts alleged in the Operative Complaint filed in the Action during the FLSA Period.

16 1.37 "Released PAGA Claims" means (i) all claims for PAGA penalties that were alleged in  
17 Plaintiff's notice letter(s) to the LWDA, and (ii) all claims that reasonably could have been alleged during  
18 the PAGA Period, based on the facts stated in Plaintiff's notice letter(s) to the LWDA, including claims  
19 for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods  
20 or pay a premium in lieu thereof; (4) failure to authorize and permit rest periods or pay a premium in lieu  
21 thereof; (5) failure to timely pay final wages at the time of termination/end of employment; (6) failure to  
22 furnish accurate itemized wage statements; (7) failure to reimburse employees for business expenses; (8)  
23 unfair business practices; (9) failure to pay sick pay wages; (10) claims for penalties under the Private  
24 Attorneys General Act for violation of California Labor Code sections 201, 201.3, 202, 203 204.1, 204.2,  
25 210, 226, 226.3, 226.7, 245, 246, 246.5, 248.5, 510, 512, 558, 558.1, 1174, 1193.6, 1194, 1197.1, 1197.5,  
26 and 2802-2804, 2698, *et seq.* during the PAGA Period.

27 1.38 "Released Parties" means Defendants, and any of their past, present, and future direct or  
28 indirect parents, subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, and

1 assigns, as well as each of their past, present, and future officers, directors, employees, partners, attorneys,  
2 insurers, reinsurers, and any individual or entity which could be jointly liable with Defendants.

3 1.39 “Settlement Administrator” means and refers to ILYM Group, Inc., the third-party entity  
4 that will administer the Agreement as outlined in Sections 4 and 7, or any other third-party administrator  
5 agreed to by the Parties and approved by the Court for the purposes of administering this Agreement. The  
6 Parties each represent that they do not have any financial interest in the Settlement Administrator.

7 1.40 “Settlement Administrator Costs” means the fees and expenses reasonably incurred by the  
8 Settlement Administrator as a result of the procedures and processes expressly required by this Agreement,  
9 and shall include all costs of administering the Agreement, including, but not limited to, all tax document  
10 preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees  
11 associated with preparing, issuing and mailing any and all notices and other correspondence to Class  
12 Members, Collective Members, and/or PAGA Group Members; all costs and fees associated with  
13 communicating with Class Members, Collective Members, and/or PAGA Group Members, Class Counsel,  
14 and Defendants’ Counsel; all costs and fees associated with computing, processing, reviewing, and issuing  
15 payments under the Agreement, and resolving disputes; all costs and fees associated with calculating tax  
16 withholdings and payroll taxes, if any, making related payment to federal and state tax authorities, if any,  
17 and issuing tax forms relating to payments made under the Agreement; all costs and fees associated with  
18 preparing any tax returns and any other filings required by any governmental taxing authority or agency;  
19 all costs and fees associated with preparing any other notices, reports, or filings to be prepared in the course  
20 of administering the settlement; and any other costs and fees incurred and/or charged by the Settlement  
21 Administrator in connection with the execution of its duties under this Agreement.

## 22 **2. DESCRIPTION OF THE LITIGATION**

23 2.1 On or about September 8, 2023, Plaintiff sent notice to the LWDA to exhaust administrative  
24 remedies under the PAGA for (1) Failure to Pay Overtime Wages, (2) Failure to Pay Minimum Wages, (3)  
25 Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof, (4) Failure to Provide Rest Periods or  
26 Pay Premiums in Lieu Thereof, (5) Failure to Provide Accurate Wage statements, (6) Failure to Pay Final  
27 Wages, (7) Failure to Pay Reimbursement for Expenses, (8) Violation of Labor Code §§ 558, 558.1  
28 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order), (9) Failure

1 to Maintain Accurate Records, (10) Failure to Provide Paid Sick Leave, (11) Untimely Payment of Wages,  
2 and (12) Wage Discrimination. The LWDA did not respond to the notice within the statutorily required  
3 time frame and, as such, Plaintiff became authorized to act as a Private Attorneys General on all alleged  
4 PAGA claims.

5       2.2     On or about September 11, 2023, Plaintiff filed a class action Complaint in Sacramento  
6 County Superior Court on behalf of herself and Class Members alleging claims for (1) Failure to Pay  
7 Overtime Wages, (2) Failure to Pay Minimum Wages, (3) Failure to Provide Meal Periods or Pay  
8 Premiums in Lieu Thereof, (4) Failure to Provide Rest Periods or Pay Premium in Lieu Thereof, (5) Wage  
9 Statement Violations, (6) Failure to Pay Final Wages, (7) Failure to Reimburse Expenses. (8) Unfair  
10 Competition, and (9) California Equal Pay Act Violations (Labor Code § 1197.5). Plaintiff filed a First  
11 Amended Complaint on approximately January 12, 2024, adding a PAGA cause of action based on the  
12 violations alleged in the September 8, 2023, notice to the LWDA on behalf of herself and PAGA Group  
13 Members. The January 12, 2024, amendment also dismissed, without prejudice, Richard B. Cohen as a  
14 named defendant, who is a “Released Part[y]” in this Settlement Agreement.

15       2.3     Through informal discovery, Defendants and Defendants’ Counsel provided Class  
16 Counsel with copies of all applicable versions of its policies and procedures, employee handbooks,  
17 information on Class Members including, but not limited to, Class Members’ workweeks, dates of  
18 employment, total number of Class Members, their rates of pay, and pay periods as well as timecard data  
19 and payroll reports for a randomly selected sample of Class Members.

20       2.4     On September 18, 2024, after Class Counsel received the data, the Parties participated in a  
21 lengthy mediation with private mediator Michael Loeb. At the conclusion of the mediation, the Parties  
22 were able to come to a resolution. At all times, the Parties’ settlement negotiations have been non-collusive,  
23 adversarial, and at arm’s length.

24       2.5     On October 18, 2024, Plaintiff sent an amended notice to the LWDA regarding an additional  
25 theory of liability for violation of the California Labor Code based on allegations that Defendants rounded  
26 employees’ hours worked. This amendment was to conform the scope of the PAGA claims to the  
27 investigations and negotiations that took place leading up to mediation and at mediation as a result of the  
28 informal discovery productions. The LWDA did not respond to the amended notice within the statutorily

1 required time frame and, as such, Plaintiff became authorized to act as a Private Attorneys General with  
2 respect to the additional theory of liability as well.

3         2.6       Discussions between Plaintiff and Class Counsel, between counsel for the Parties, document  
4 productions, extensive legal analysis, the provision of information by Defendants to Plaintiff, and the  
5 detailed analysis of the records have permitted each side to assess the relative merits of the claims and the  
6 defenses to those claims.

7         2.7       In the Action, Plaintiff contends that Defendants violated California law by 1) failing to pay  
8 Plaintiff and similarly situated employees for the time it took them to walk back and forth from the entrance  
9 of the building before and after the end of their shift to clock in and out, 2) rounding employees hours  
10 worked to the nearest quarter hour up until approximately November 2023, 3) failing to pay Plaintiff and  
11 similarly situated employees for off the clock work for tasks performed after business hours, such as  
12 responding to phone calls, emails, and texts, 4) failing to pay Plaintiff and similarly situated employees the  
13 correct amount of retroactive pay after their raises, 5) failing to incorporate the value of bonuses into the  
14 regular rate of pay in calculating Plaintiff's and similarly situated employees' premium wages, including  
15 overtime, meal and rest period premiums, and sick leave, 6) failing to pay restrictive stock units ("RSUs")  
16 that were vested to Plaintiff and to similarly situated employees, 7) failing to incorporate the value of the  
17 RSUs into the regular rate of pay in calculating Plaintiff's and similarly situated employees' premium  
18 wages, including overtime, meal and rest period premiums, and sick leave, 8) failing to provide Plaintiff  
19 and similarly situated employees with compliant meal and rest periods, 9) failing to reimburse Plaintiff and  
20 similarly situated employees for the use of their personal cell phones for work purposes, such as to  
21 communicate with managers, supervisors, and other employees regarding work issues and scheduling, and  
22 10) paying similarly situated female employees less than male employees with similar skill, education, and  
23 experience for substantially similar work under similar working conditions. Plaintiff also alleges that these  
24 policies and practices resulted in wage statement violations, waiting time penalties, and derivative PAGA  
25 penalties. Defendants have denied each of Plaintiff's claims and Defendants have denied that this Action  
26 is appropriate for class certification for anything other than settlement purposes. The agreed upon Gross  
27 Fund Value was reached after evaluating the Parties' theories of potential exposure for the underlying  
28 claims and the class data supporting these claims. The Parties, with the assistance of the mediator, also

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

3       2.8     The Parties agree that the above-described investigation and evaluation, as well as discovery  
4 and the information exchanged to date, are more than sufficient to assess the merits of the respective  
5 Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiff, Class Counsel,  
6 Defendants, and Defendants' Counsel have concluded that it is desirable that the Action be settled in a  
7 manner and upon such terms and conditions set forth herein in order to avoid further expense,  
8 inconvenience and distraction of further legal proceedings, and the risk of an adverse outcome each of the  
9 Parties potentially face in the Action. Therefore, the Parties desire to resolve the claims in the Action.  
10 Plaintiff, Class Counsel, Defendants, and Defendants' Counsel are of the opinion that the Agreement is a  
11 fair, reasonable, and adequate compromise of the claims alleged in light of all known facts and  
12 circumstances.

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

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

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

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

#### **4. SCOPE OF THE CLASS**

4.1 The scope of the individuals encompassed under the Agreement and subject to all obligations and duties required under the Agreement, shall include all Class Members, Collective Members, and PAGA Group Members, as defined in Sections 1.4, 1.6, and 1.27, respectively.

4.2 Only Participating Class Members, Collective Members, and PAGA Group Members are entitled to recover under this Agreement.

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

4.4 If Defendants agree that the person listed in a data request is a Class Member, Collective Member, and/or PAGA Group Member, the Settlement Administrator shall promptly mail a Notice of Settlement to the person who submitted the data request, at the address designated for that purpose in the data request. All provisions of this Agreement relating to the Notice of Settlement shall apply to Notice of Settlements sent in response to data requests, and any person who submits a data request and is sent a Notice of Settlement in response shall be treated by the Settlement Administrator as a Class Member, Collective Member and/or PAGA Group Member, as applicable, for all other purposes.

1           4.5     If Defendants do not agree that the person listed in a data request is a Class Member, a  
2 Collective Member, and/or PAGA Group Member, Defendants' Counsel and Class Counsel shall attempt  
3 to resolve any such dispute in good faith within seven (7) calendar days of Class Counsel being advised in  
4 writing of the data request dispute. Defendants' records shall control unless the individual submitting the  
5 data request provides persuasive evidence to doubt the accuracy of those records. Each data request dispute  
6 that Defendants' Counsel and Class Counsel cannot timely resolve shall be resolved by the Settlement  
7 Administrator. The Settlement Administrator must accept and weigh all the evidence provided in a good  
8 faith attempt to resolve the dispute. The Settlement Administrator must resolve any dispute submitted to  
9 it within seven (7) calendar days after Defendants' Counsel and Class Counsel submit the dispute to the  
10 Settlement Administrator. The decision by the Settlement Administrator shall be final as between the  
11 parties, subject to Court review.

## 12     **5.     TERMS OF THE SETTLEMENT**

13           The Parties agree as follows:

14           5.1     Gross Fund Value: In consideration and exchange for the releases described in Section 6,  
15 Defendants shall pay the Gross Fund Value (\$246,500). The settlement will be on a common fund basis  
16 and there will be no claim form or claims process for Class Members or PAGA Group Members. Funding  
17 of the Gross Fund Value shall occur within 21 calendar days after the Effective Date to be held in trust in  
18 a QSF by the Settlement Administrator. The Gross Fund Value includes payments to Class Members,  
19 Collective Members, Group PAGA Members, all attorneys' fees, costs and litigation expenses related to  
20 the Action incurred to date, as well as all such fees and costs incurred in documenting the Agreement,  
21 administering the Agreement (including Settlement Administrator Costs), and obtaining final approval of  
22 the Agreement, any Incentive Award, and the PAGA Fund. Any funds necessary to satisfy Defendants'  
23 tax obligations (e.g. employer FICA, FUTA and SDI contributions on wage payments) on any payments  
24 distributed to Class Members and/or Collective Members will be paid in addition to the Gross Fund Value  
25 and funded at the same time as the Gross Fund Value.

26           5.2     Attorneys' Fees and Costs: Class Counsel will apply to the Court for attorney's fees of 35%  
27 of the Gross Fund Value, which shall be paid from the Gross Fund Value. Defendants have agreed to not  
28 oppose Class Counsel's application for attorneys' fees so long as it does not exceed the 35% threshold.

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

9       5.3     Settlement Administrator Costs: The Settlement Administrator Costs shall be paid from the  
10 Gross Fund Value and shall not exceed \$15,000. The difference between any actual costs and the allocated  
11 \$15,000 shall be added to the Net Settlement Amount to be distributed to Participating Class Members on  
12 a pro rata basis.

13       5.4     Incentive Award: Class Counsel, on behalf of Plaintiff, shall apply to the Court for an  
14 Incentive Award to the Class Representative in an amount not to exceed \$10,000 to compensate for the  
15 risks, time, and expense of her involvement in the Action and securing the benefits of this Agreement for  
16 Class Members. The Incentive Award is in addition to the Individual Settlement Payment Plaintiff would  
17 otherwise be due under the Agreement as a Class Member, Collective Member, and/or PAGA Group  
18 Member. Defendants have agreed to not oppose Class Counsel's request for an Incentive Award to Plaintiff  
19 so long as it does not exceed the amount stated herein. The Incentive Award will be designated as a non-  
20 wage payment and reported on an IRS Form 1099-MISC. In the event that the Court awards less than the  
21 amount requested, then any portion of the requested amount not awarded shall be added to the Net  
22 Settlement Amount to be distributed to Participating Class Members on a pro rata basis.

23       5.5     PAGA Fund: Twenty Thousand Dollars (\$20,000) of the Gross Fund Value shall be  
24 allocated to resolving claims under the PAGA. Seventy-Five percent (75%) of the PAGA Fund will be  
25 paid to the LWDA and Twenty-Five percent (25%) will be paid to PAGA Group Members on a pro rata  
26 basis as described below in Section 5.8. Any amount not approved by the Court for the allocated PAGA  
27 Fund shall be added to the Net Settlement Amount to be distributed to Participating Class Members on a  
28 pro rata basis.

1           5.6     FLSA Settlement Fund: Twenty Thousand Dollars (\$20,000) of the Gross Fund Value shall  
2 be allocated towards resolving claims under the FLSA. Any amount not approved by the Court for the  
3 allocated FLSA Settlement Fund shall be added to the Net Settlement Amount to be distributed to  
4 Participating Class Members on a pro rata basis.

5           5.7     Payments Associated with Class Members or Collective Members for Which No Release Is  
6 Obtained: The payment allocation from the Net Settlement Amount for any Class Member that opted out  
7 shall be returned to Defendants as there will have been no release of the Released Class Claims as to those  
8 individuals. The payment allocation from the FLSA Settlement Fund for any Collective Member that did  
9 not cash their respective Individual FLSA Payment by the deadline to do so shall be returned to Defendants  
10 as there will have been no release of the Released FLSA Claims as to those individuals. PAGA Group  
11 Members will received their Individual PAGA Payment regardless of whether they opt out of being a Class  
12 Member or fail to cash either Individual FLSA Payment as PAGA Group members will not have the  
13 opportunity to opt out of the Released PAGA Claims and are bound by the Released PAGA claims  
14 regardless of whether they cash and/or otherwise negotiate their Individual PAGA Payment.

15           5.8     Treatment of Expired Checks: All settlement checks mailed out will expire after one  
16 hundred eighty (180) days. The sum value of all expired checks will be tallied by the Settlement  
17 Administrator. All such uncollected funds will escheat to the State of California's Controller, to be held in  
18 the name of each expired check payee, pursuant to applicable unclaimed property laws. The Parties agree  
19 that this disposition results in no "unpaid residue" under California Civil Procedure Code section 384.

20           5.9     No Additional Benefits Contributions: All Payments paid to Participating Class Members,  
21 Collective Members, and PAGA Group Members shall be deemed to be income solely in the year in  
22 which such amounts were actually received. It is expressly understood and agreed that the receipt of such  
23 payments will not entitle any Participating Class Members, Collective Members or PAGA Group  
24 Members to any new or additional compensation or benefits under any company bonus or other  
25 compensation or benefit plan or agreement in place during the period covered by the Agreement, nor will  
26 it entitle any Participating Class Members, Collective Members, or PAGA Group Members to any  
27 increased retirement, benefits or matching benefits, or deferred compensation benefits, including, but not  
28 limited to, commission plans, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans,

vacation plans, sick leave plans, PTO plans, equity grants (including but not limited to RSU grants) and any other benefit plan. It is the intent of this Agreement that the payments provided for in this Agreement are the sole payments to be made by Defendants to the Participating Class Members, Collective Members, and PAGA Group Members in connection with this Agreement (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Agreement).

5.10 Pro Rata Distribution Formula: Payment to Class Members, Collective Members, and PAGA Group Members will be determined by dividing their total Qualified Workweeks within their respective claim periods by the total Qualified Workweeks by all Class Members, Collective Members, and/or PAGA Group Members within the same respective claim period. That fraction will then be multiplied by applicable Net Settlement Amount, 25% portion of the PAGA Fund, and/or FLSA Settlement Fund allocated for that group.

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

5.11.1 Twenty Five Percent (25%) of each Individual Settlement Payment and each Individual FLSA Payment shall be allocated for payment of disputed wages and shall be subject to required employer taxes. Participating Class Members and Collective Members who cashed their Individual FLSA Payment shall receive an IRS Form W-2 for reporting of this portion of their payments.

5.11.2 Seventy Five Percent (75%) of each Individual Settlement Payment and each Individual FLSA Payment shall be allocated for disputed statutory penalties and interest, and no amount shall be deducted for any taxes. This portion of the Individual Settlement Payment consists of other income, not wages, for which the Participating Class Members and Collective Members who cashed their

Individual FSLA Payment shall receive IRS Forms 1099-MISC and 1099-INT and this payment shall be divided equally among the 1099-MISC and 1099-INT designations.

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

5.11.4 Participating Class Members, Collective Members, and PAGA Group Members shall be solely responsible for the reporting and payment of their share of any federal, state and/or municipal income or other taxes on payments made pursuant to this Agreement, and shall hold the Parties, Class Counsel, and Defendants' Counsel free and harmless from any claims resulting from treatment of such payments as non-taxable, including the treatment of such payments as not subject to withholding or deduction for payroll and employment taxes. No opinion regarding the tax consequences of this Settlement to any individual Class Member, Collective Member, or PAGA Group Member is being given, or will be given, by Defendants, counsel for Defendants, any other Releasee, or Class Counsel. Class Members, Collective Members, and PAGA Group Members must consult their own tax advisors regarding the tax consequences of this Settlement, including but not limited to any payments provided or tax reporting obligations. Defendants, the Releasees, counsel for Defendants, and Class Counsel shall have no liability or responsibility whatsoever for any tax consequences resulting from payments made pursuant to the Settlement. No party has made any representation to any of the other Parties as to the taxability of any payments pursuant to this Agreement.

5.12 No Additional Contribution by Defendants: Defendants' monetary obligation under this Agreement is limited to the Gross Fund Value and any employer side payroll taxes owed on amounts characterized as wages under this Agreement. All other costs and expenses arising out of or in connection with the performance of this Agreement shall be paid from the Gross Fund Value, unless expressly provided otherwise herein. However, in the event this agreement is deemed null and void as described in Section 3 because the Court, in its independent determination, finds that the Agreement does not meet the standards for settlement approval, then Defendants and Plaintiff shall be equally responsible for the costs of the

Settlement Administrator incurred between the date the Agreement was executed and the date of such event.

5.13 Certification For Settlement Purposes: The Parties agree that, for purposes of settlement only, certification of the class as defined in Section 1.4 and 4.1 is appropriate and the requisites for establishing class certification have been met and are met.

5.14 Adequacy of Class Counsel and Class Representative: The Parties agree that, for purposes of settlement only, Class Counsel and Plaintiff are adequate representatives for Class Members and PAGA Group Members.

## **6. RELEASE**

6.1 Class Release: Upon the Effective Date, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, will be deemed to fully, finally and forever release the Released Parties from all Released Class Claims. In addition, on the Effective Date, all Participating Class Members and their successors in interest will be permanently enjoined and forever barred from prosecuting any of the Released Class Claims against any of the Released Parties.

6.2 FLSA Release: All Collective Members who opt-in by cashing their respective Individual FLSA Payment will be deemed to fully, finally and forever release the Released FLSA Claims as to all Released Parties. Collective Members who opt-in by cashing their respective Individual FLSA Payment, and their successors in interest, will be permanently enjoined and forever barred from prosecuting any of Released FLSA Claims against the Released Parties.

6.3 PAGA Release: Upon the Effective Date, all PAGA Group Members will be deemed to fully, finally and forever released the Released PAGA Claims as to all Released Parties. In addition, on the Effective Date, all PAGA Group Members and their successors in interest will be permanently enjoined and forever barred from prosecuting any of the Released PAGA Claims against any of the Released Parties. It is understood that PAGA Group Members will not have the opportunity to opt out of the Released PAGA Claims. Further, the PAGA Group Members are bound by the Released PAGA Claims regardless of whether they cash and/or otherwise negotiate their Individual PAGA Payment.

6.4 Release by Plaintiff: Upon the Effective Date, Plaintiff will be deemed to fully, finally and forever release the Released Class Claims, Released PAGA Claims, and Class Representative's Released Claims as to all Released Parties. In addition, on the Effective Date, Plaintiff and any successors in interest will be permanently enjoined and forever barred from prosecuting any of the Released Class Claims, Released PAGA Claims, and Class Representative's Released Claims against any of the Released Parties.

## **7. SETTLEMENT ADMINISTRATION**

7.1 Duties of Settlement Administrator: The Settlement Administrator shall be responsible for:

- 1) receiving Class Member, Collective Members, and PAGA Group Members contact information and confirming addresses are valid; 2) calculating estimated Individual Settlement Payments and any and all taxes associated with the Individual Settlement Payments, including employer taxes; 3) taking appropriate steps to trace and locate any individual Class Members, Collective Members and PAGA Group Members whose address or contact information as provided to the Settlement Administrator is inaccurate or outdated and mailing the Notice of Settlement to Class Member and Collective Members; 4) providing notification to the appropriate state and federal officials of this Agreement as required under the law; 5) receiving, independently reviewing, and resolving any challenges (in consultation with Class Counsel and Defendants' Counsel) from Class Members, Collective Members, or PAGA Group Members, including any associated documentation, regarding their Qualified Workweek calculations; 6) receiving and serving on Class Counsel, Defendants' Counsel, and the Court, copies of any written objections, and/or any opt out statements; 7) establishing a toll free telephone line and responding to inquiries and requests for information or assistance from Class Members, Collective Members, and/or PAGA Group Members; 8) maintaining a QSF; 9) determining and paying the final amounts due to be paid under the Agreement after resolution of all challenges, disputes, opt-outs, awarded attorneys' fees and costs, Settlement Administrator Costs, PAGA Fund, taxes, any Incentive Awards, and for funds that cannot be distributed due to the inability to locate Class Members, Collective Members, or PAGA Group Members; 10) determining the validity of any disputes or late opt-outs by previously unidentified Class Members, Collective Members, or PAGA Group Members; 11) sending any uncashed Individual Class Payments and Individual PAGA Payments to the State of California's Controller to be held in the name of each expired check payee, pursuant to applicable unclaimed property laws; 12) reporting to Class Counsel and Defendants' Counsel

1 regarding the statistics of the administration, including (a) the number of initial Notice of Settlements  
2 mailed; (b) the number of forwarded Notice of Settlements; (c) the number of re-mailed Notice of  
3 Settlements; (d) the number of total undeliverable Notice of Settlements; (e) the number of address traces  
4 performed for undeliverable Notice of Settlements; (f) the number of Notice of Settlements undeliverable  
5 from traced addresses; (g) the number of total objections received; (h) the number of opt-out requests  
6 received; (i) the number of disputes received; (j) the number of disputes resolved; 13) providing a  
7 declaration to the Court regarding the final statistics of the administration and compliance with all payment  
8 obligations under the Agreement; 14) completing all necessary tax reporting on the QSF and payments to  
9 Participating Class Members, Collective Members, and PAGA Group Members; and 15) carrying out other  
10 related tasks as necessary to effectuate the terms of this Agreement and any Order of the Court. All disputes  
11 relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the  
12 Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this  
13 Agreement, until all payments and obligations contemplated by the Agreement have been fully executed.

14       7.2    Notice to Class Members, Collective Members and PAGA Group Members: Defendants  
15 represent and warrant that Class Members, Collective Members, and PAGA Group Members are able to  
16 read and write in English such that no translation of the Notice of Settlement into another language is  
17 necessary. The Notice of Settlement will provide Class Members, Collective Members, and PAGA Group  
18 Members with a summary of the terms and conditions of the Agreement, how to participate in the  
19 settlement, how to object to the Agreement, how to dispute the individual's Qualifying Workweeks, and  
20 how to opt-out from the Agreement. The Notice of Settlement will also inform Class Members, Collective  
21 members, and PAGA Group Members of the Gross Fund Value, Net Settlement Amount, proposed  
22 attorneys' fees and costs allocations, any proposed Incentive Awards, proposed Settlement Administrator  
23 Cost allocations, proposed PAGA Fund allocations, the scope of the class, the scope of the collective, the  
24 nature and extent of the released claims, dates set for a fairness hearing and hearing on Class Counsels'  
25 motion for attorneys' fees and costs. The Notice of Settlement shall include information regarding the  
26 estimated Individual Settlement Payment, Individual FLSA Payment, and Individual PAGA Payment that  
27 the individual receiving notice may be entitled to under the Agreement. The Notice of Settlement will  
28 provide information on how to access electronic copies online of the Notice of Settlement, any motions for

1 approval of the Agreement, any motions for approval of attorneys' fees and costs, and any other documents  
2 as the Court directs.

3       7.3     Class Member and Collective Member Data and Mailing: No later than fourteen (14)  
4 calendar days after the Preliminary Approval Date, Defendants shall provide the Settlement Administrator  
5 with the first and last name, last known mailing address, last known telephone number, Social Security  
6 Number, start and end date (if any) of employment of each Class Member, Collective Member, and PAGA  
7 Group Member, and any other information the Settlement Administrator needs to effectuate notice to Class  
8 Members and PAGA Group Members as outlined herein. The Settlement Administrator shall review the  
9 data to determine the number of Qualifying Workweeks for each Class Member, Collective Member, and  
10 PaGA Group Member. No later than fourteen (14) calendar days after receipt of such address information,  
11 the Settlement Administrator will perform a national change of address ("NCOA") search, update the  
12 addresses per the results of the NCOA search, and then mail the Notice of Settlement, substantially in the  
13 form attached as Exhibit 2, to each Class Member, Collective Member and PAGA Group Member by first-  
14 class mail, postage prepaid. The Settlement Administrator shall maintain all information received from  
15 Defendants confidential to itself, and Defendants' Counsel. However, Class Counsel shall be able to  
16 review the breakdown of Qualified Workweeks and estimated payments for Class Members, Collective  
17 Members, and PAGA Group Members prior to mailing for quality assurance provided the personal  
18 identifying information is redacted and/or omitted.

19       7.4     Returned and/or Re-mailed Notice of Settlements: In the event that a Notice of Settlement  
20 is returned to the Settlement Administrator as undeliverable on or before the conclusion of the Notice  
21 Period, the Notice of Settlement shall be sent to the forwarding address affixed thereto within five (5)  
22 calendar days. If no forwarding address is provided, then the Settlement Administrator shall promptly  
23 attempt to determine a correct address using a skip-trace, computer or other search using the name, address  
24 and/or Social Security number of the individual involved, and shall then perform a single re-mailing within  
25 five (5) calendar days to any more recent address found as a result of the search. Following each search  
26 that does not result in a corrected address, for those Class Members and Collective Members who appear  
27 to be current employees of Defendants at the time of the Preliminary Approval Date, the Settlement  
28 Administrator shall contact Defendants' Counsel for assistance and Defendants shall cooperate in good

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

10       7.5     Responses to Notice of Settlement:

11             7.5.1 *Opt-Outs:* The Notice of Settlement shall provide that Class Members and  
12 Collective Members who wish to exclude themselves from the Agreement must submit a request to opt-  
13 out as provided in this Section. The request to opt-out must (a) state the Class Member's and Collective  
14 Member's full name and date of birth; (b) a statement that he or she does not want to be a Class Member  
15 or Collective Member, does not want to participate in the settlement, and/or wants to be excluded from the  
16 settlement; (c) identify the case name and number (*i.e. Vanessa Ruiz v. Symbotic LLC, et al.*, Case No.  
17 23CV008326); (d) be signed; and (e) be post-marked no later than the conclusion of the Notice Period or  
18 the re-mailing timeline stated in Section 7.4. The Class Member and Collective Member must personally  
19 sign the request to opt-out. No request to opt-out may be made on behalf of a group of Class Members or  
20 Collective Members. The date of the postmark on the return-mailing envelope shall be the exclusive means  
21 used to determine whether a request to opt-out has been timely submitted. Any Class Member or Collective  
22 Member who requests to opt-out of the Agreement will not be entitled to any portion of the Net Settlement  
23 Amount nor will they have any right to object, appeal or comment thereon. The name of any Class Member  
24 or Collective Member who submits a valid and timely opt out request will be specifically identified in any  
25 proposed order granting final approval. Class Members and Collective Members who fail to submit a valid  
26 and timely request to opt-out shall be bound by all terms of the Agreement and any order or final judgment  
27 thereon. Regardless of whether a PAGA Group Member opts out of being a Class Member or Collective  
28

Member, they will still receive their share of the PAGA Fund as PAGA Group Members cannot opt out of this Agreement as it relates to the PAGA Fund or PAGA Release Claims.

7.5.2 *Objection Procedures:* Any Class Member or Collective Member who does not opt-out, but who wishes to object to this Agreement or otherwise to be heard concerning this Agreement, may submit a written objection to the Settlement Administrator, who will promptly provide copies of the objection to Class Counsel and Defendants' Counsel. The Notice of Settlement shall make clear that the Court can only approve or deny the Agreement, not change the terms of the Agreement. The written objection should (a) state the Class Member's or Collective Member's full name and date of birth; (b) provide evidence that the individual is, in fact, a Class Member; (c) state the reasons for the objection(s), including any supporting documentation; (d) identify the case name and number (*i.e. Vanessa Ruiz v. Symbolic LLC, et al.*, Case No. 23CV008326); (e) be signed; and (f) be post-marked no later than the conclusion of the Notice Period or the re-mailing timeline stated in Section 7.4. Additionally, or in the alternative to sending a written objection to the Settlement Administrator, any Class Member or Collective Member may appear at the final approval hearing to state their objection.

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

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

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

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

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

*7.8 Settlement Administrator Payments to Participating Class Members, Collective Members, Class Counsel and Plaintiff:* Within seven (7) calendar days after the Effective Date and the Court's determination of the amount of attorneys' fees and costs payable to Class Counsel, the Incentive Award payable to Plaintiff, the PAGA Fund, and Settlement Administrator Costs, the Settlement Administrator shall calculate the final Net Settlement Amount, the final payments for Participating Class Members, Collective Members and/or PAGA Group Members, any applicable taxes thereon, and report the results of these calculations Class Counsel and Defendants' Counsel. Defendants shall wire the Gross Fund Value and applicable taxes necessary to fund the Settlement as described in Section 5.1 to the Settlement Administrator within twenty-one (21) calendar days after the Effective Date to be to be held in trust in a QSF. Within fourteen (14) calendar days after Defendants fund the settlement, the Settlement

1 Administrator shall deliver payment of Class Counsels' attorney's fees and costs, the Incentive Award  
2 payable to Plaintiff, the 75% portion of the PAGA Fund payable to the LWDA, Settlement Administrator  
3 Costs, and payment to Participating Class Members, Collective Members and/or PAGA Group Members  
4 as required under this Agreement and approved by Court.

5 7.8.1 The Settlement Administrator shall wire the Court-approved attorneys' fees and  
6 costs to Class Counsel unless another method is requested by Class Counsel. Class Counsel shall provide  
7 the Settlement Administrator with the pertinent taxpayer identification number and payment instructions  
8 after the Final Approval Date.

9 7.8.2 The Settlement Administrator shall send a check by mail for the Court-approved  
10 Incentive Award to the Class Representative, care of Class Counsel unless another method is requested by  
11 Class Counsel.

12 7.8.3 The Settlement Administrator shall remit and report the applicable portions of the  
13 payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this  
14 Agreement. Defendants agree to reasonably cooperate with the Settlement Administrator to the extent  
15 necessary to determine the amount of the payroll tax payment required.

16 7.9 Settlement Check Expiration and Uncashed Checks: The Settlement Administrator shall  
17 issue payments to Participating Class Members, Collective Members and PAGA Group Members in the  
18 form of two (2) checks, which shall become null and void if not deposited within one hundred eighty (180)  
19 calendar days of issuance. The first check will be for the Individual Settlement Payment and/or Individual  
20 PAGA Payment. The second check will be for the Individual FLSA Payment. After one hundred eighty  
21 (180) calendar days of issuance, the checks shall be voided and funds from all uncashed checks shall be  
22 transmitted in accordance with Section 5.7 and 5.8. The Settlement Administrator shall deliver these funds  
23 within fourteen (14) calendar days after the check cashing deadline.

24 7.10 Settlement Administrator Declaration Regarding Compliance and Settlement  
25 Administration: Within twenty-one (21) calendar days after the last day for Participating Class Members,  
26 Collective Members and PAGA Group Members to cash their settlement checks, the Settlement  
27 Administrator shall provide Class Counsel and Defendants' Counsel with a signed declaration under  
28 penalty of perjury providing a complete and detailed report regarding the settlement administration

documenting that all payments under the Agreement have been made, that the Court's final approval order has been complied with, and that all the obligations of the Settlement Administrator have been completed.

## **8. PRELIMINARY SETTLEMENT ADMINISTRATION SCHEDULE**

8.1 The schedule may be modified depending on whether and when the Court grants necessary approvals, orders notice to Class Members, Collective Members, and PAGA Group Members, and sets further hearings. The schedule may also be modified to correct clerical errors and to reflect the provisions in the Agreement as described above. In the event of such modification, the Parties shall cooperate to complete the settlement procedures as expeditiously as reasonably practicable. The preliminary schedule for notice, approval, and payment procedures carrying out the Agreement is as follows:

|                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| Last day for Defendants to provide Settlement Administrator with Class Member, Collective Members, and PAGA Group Members information                                                                                                                                                                                           | Within 14 calendar days after the Preliminary Approval Date                                                                                |
| Last day for Settlement Administrator to complete NCOA search, update Class Member, Collective Members, and PAGA Group Members mailing information, and mail Notice of Settlement                                                                                                                                               | Within 14 calendar days after the Settlement Administrators' receipt of Class Members 'and Collective Members' information from Defendants |
| Last day for Class Members and Collective Members to opt-out, submit disputes, submit objections, and submit data requests                                                                                                                                                                                                      | 60 calendar days after mailing of Notice of Settlement or within 10 days after Notice of Settlement is re-mailed, whichever is later       |
| Last day for Settlement Administrator to provide Parties with signed declaration reporting on settlement administration statistics                                                                                                                                                                                              | Within 14 calendar days after end of the Notice Period                                                                                     |
| Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Payments for Participating Class Members, Collective Members and/or PAGA Group Members, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendants' Counsel | Within 7 calendar days after the Effective Date                                                                                            |
| Last day for Defendants to fund settlement                                                                                                                                                                                                                                                                                      | Within 21 calendar days after the Effective Date                                                                                           |

|                                                                                                                                                                                                                                                                  |                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| Last day for Settlement Administrator to deliver payment of Class Counsel's attorney's fees and costs, Incentive Award, PAGA Fund, Settlement Administrator Costs, payment to Participating Class Members, Collective Members, and payment to PAGA Group Members | Within 14 calendar days after Defendants have funded the settlement                                                   |
| Last day for Participating Class Members, Collective Members, and PAGA Group Members to cash settlement checks                                                                                                                                                   | 180 calendar days after issuance of checks to Participating Class Members, Collective Members, and PAGA Group Members |
| Last day for Settlement Administrator to deliver value of uncashed settlement checks to the State of California's Controller                                                                                                                                     | Within 14 calendar days after settlement check cashing deadline                                                       |
| Last day for Settlement Administrator to provide Parties with compliance declaration                                                                                                                                                                             | Within 21 calendar days after settlement check cashing deadline                                                       |

## 9. DUTIES OF THE PARTIES

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

Agreement be embodied in an Order Granting Preliminary Approval of Class Action and PAGA Settlement.

9.1.1 Plaintiff's motion shall seek an order: 1) Preliminarily approving the Agreement; 2) Approving as to form and content the proposed Notice of Settlement; 3) Directing the mailing of the Notice of Settlement by first class mail to Class Members, Collective Members, and PAGA Group Members; 4) Preliminarily appointing Plaintiff and Class Counsel as representatives of Class Members; 5) Preliminarily approving settlement administration services to be provided by the Settlement Administrator; 6) Preliminarily approving the proposed Incentive Award to Plaintiff; 7) Preliminarily approving the application for payment of reasonable attorneys' fees and reimbursement of litigation-related expenses to Class Counsel; and 8) Scheduling a fairness hearing on the question of whether the proposed Agreement should be finally approved as fair, reasonable and adequate as to the Class Members and Collective Members.

9.1.2 Defendants shall not oppose Plaintiff's motion for approval of the proposed Agreement.

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

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

9.2.1 Class Counsel and Defendants shall work in good faith to draft a mutually agreeable Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment. The

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

9.2.2 Following entry of the Court's order granting final approval of the Agreement, the Parties will each act to ensure the fulfillment of all its provisions, including but not limited to the following: 1) Should an appeal be taken from the final approval of the Agreement or motion to set aside the judgement be filed, all parties will support the final approval order on appeal or otherwise; 2) Class Counsel will assist the Settlement Administrator as needed or requested in the process of identifying and locating Participating Class Members, Collective Members, and PAGA Group Members entitled to payments under the Agreement and assuring delivery of such payments; 3) Class Counsel and Defendants' Counsel will cooperate with each other and assist the Settlement Administrator as needed or requested in completing the distribution of any expired checks to the State of California's Controller; 4) Class Counsel, in conjunction with the Settlement Administrator, will certify to the Court completion of all payments required to be made by this Agreement.

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

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

## **10. MISCELLANEOUS TERMS**

10.1 Defendant's Right to Withdraw Based on Opt-Outs: If, prior to the Final Approval Date, 5% or more of the Class Members, or Class Members representing more than 10% of the total workweeks, have submitted proper and timely requests to opt-out in accordance with the provisions of the Agreement, Defendants may rescind the Agreement and all actions taken in its furtherance will be thereby null and

void. Defendants must exercise this right of rescission, in writing, to Class Counsel, within seven (7) calendar days after the Settlement Administrator notifies the Parties of the total number of opt-outs. If the option to rescind is exercised, then any Settlement Administrator Costs incurred to date shall be paid by Defendants.

10.2 Defendants estimate that there are approximately 8,498 Workweeks during the Class Period. If the Workweek number increases by more than 15% of the estimate stated herein (so that there are 9,773 or more Weeks Worked) by the end of the Class Period, then Defendants shall have the option to either (1) Increase the Gross Settlement Amount by \$25.22 (\$246,500 divided by 9,773) for each additional Workweek above 9,773; or (2) have the Class Period, FLSA Period, and PAGA Period end on the date before the Weeks Worked meet or exceed the 9,773 threshold. The Parties agree that in no event shall Defendants be permitted to end the Class Period before September 18, 2024 (the day of mediation). If Defendants elect to shorten the Class, Collective, and PAGA Period, then Defendants must give written notice to Plaintiff counsel by email no later than one week after the third-party administrator provides the final workweek count, and the Parties shall amend the Settlement Agreement and Notice to reflect the modified period. If the Preliminary Approval motion has already been filed, the Parties shall submit a stipulation, all applicable documents, and a revised Order to reflect the new Class Period, Collective Period, PAGA Period, and Workweek information. Although a workweek may be a workweek in the Class Periods, FLSA Period, and/or the PAGA Period, it shall be counted 1 unique workweek.

10.3 Amendment of Pleadings: In connection with preliminary approval Plaintiff will request to file an amended complaint, alleging FLSA claims (on the same factual basis as the existing complaint) and the Complaint to include the additional theory of liability articulated through mediation (i.e. liability based on rounding). Defendants agree not to oppose this request, and Defendants shall have five (5) business days to review the amended complaint prior to its filing.

10.4 Circular 230 Disclaimer: EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR

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

18 10.5 No Prior Assignments: The Parties represent, covenant, and warrant that they have not  
19 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to  
20 any person or entity any portion of any liability, claim, demand, action, cause of action or right released  
21 and discharged in this Agreement.

22 10.6 Waiver of Appeal and Ability to Opt Out: To the extent permitted by applicable law, by  
23 signing this Agreement Defendants are waiving any rights to appeal from the Court's approval of the  
24 settlement unless the Court materially modifies the settlement. Furthermore, by signing this Agreement  
25 Plaintiff is waiving any right or ability to opt out of this Agreement during the Notice Period or otherwise.  
26 Plaintiff and Class Counsel agree that neither the request for attorney's fees and costs nor the request for  
27 an Incentive Award are material terms of the Settlement and an award of less than the requested amount to  
28

1 the Class Representative or Class Counsel will give rise to a basis on which to abrogate the Settlement  
2 Agreement.

3 10.7 Exhibits Incorporated by Reference: The terms of this Agreement include the terms set  
4 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth in this  
5 Agreement. Any Exhibits to this Agreement are an integral part of the Settlement.

6 10.8 Judgment and Retention of Jurisdiction to Enforce: Upon the Effective Date, judgment will  
7 be entered according to this Agreement. The Parties stipulate and agree that the Sacramento County  
8 Superior Court shall have continuing jurisdiction to enforce the terms of the Agreement pursuant to Civil  
9 Procedure Code section 664.6 and that the prevailing party any action necessary to enforce the terms of the  
10 Agreement after default by the other party may recover reasonable attorney's fees and costs related thereto.  
11 Further, the Parties intend this Agreement to be enforceable, notwithstanding the confidentiality provisions  
12 of California Evidence Code Sections 1119, *et seq.* Other than in the context of a proceeding to enforce  
13 this Agreement or in proceedings related to seeking its preliminary and/or final approval, this Agreement  
14 shall remain confidential and shall not be admitted into evidence. The Parties also agree the litigation will  
15 be stayed for all purposes upon signing, including with respect to California Code of Civil Procedure  
16 section 583.310, except such proceedings necessary to implement and complete the settlement, pending  
17 the Final Approval Hearing to be conducted by the Court.

18 10.9 Mutual Cooperation: The Parties agree to cooperate fully with one another to accomplish  
19 and implement the terms of this Agreement. Such cooperation shall include, but not be limited to, execution  
20 of such other documents and the taking of such other action as may reasonably be necessary to fulfill the  
21 terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts  
22 contemplated by this Agreement and any other efforts that may become necessary by Court order, or  
23 otherwise, to effectuate this Agreement and the terms set forth herein.

24 10.10 No Admission of Liability: Neither the acceptance nor the performance by Defendants of  
25 the terms of this Agreement, nor any of the related negotiations or proceedings, is or shall be claimed to  
26 be, construed as, or deemed to be, an admission by Defendants of the truth of any of the allegations in the  
27 Complaint, the representative character of the Action, the validity of any of the claims that were or could  
28 have been asserted by Plaintiff and/or Class Members in the Action, or of any liability or guilt of

Defendants in the Action. Nothing in this Agreement shall be construed to be or deemed an admission by Defendants of any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Class Members, or any other person, and Defendants specifically disclaim any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Class Members, or any other person. Each of the Parties has entered into this Stipulation with the intention to avoid further disputes and litigation.

10.11 Non-Disparagement: Plaintiff promises not to do or say anything, verbally or in writing, directly or indirectly, including on any social media, that disparages Defendants.

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

To Plaintiff and the Class:

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

To Defendants:

Michael Kopp  
Lilah J. Wylde  
Seyfarth Shaw LLP  
400 Capitol Mall, Suite 2300  
Sacramento, CA 95814-2300  
Telephone: (916) 498-7001  
Facsimile: (916) 288-6333

10.13 Confidentiality: Class Representative and her counsel shall not publicize the settlement on their websites, in advertising/marketing materials or on social media, other than filing documents with the Court. The Parties and their counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the settlement. If counsel for any party receives an inquiry about the settlement from the media, counsel may respond only after the motion for approval of the settlement has been filed and only by confirming the accurate terms of the settlement. Nothing in this provision shall prevent Defendants from making any required disclosure.

1           10.14 Mutual Drafting of Agreement: The Parties hereto agree that the terms and conditions of  
2 this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that  
3 this Agreement shall not be construed in favor of or against any party by reason of the extent to which any  
4 party or its counsel participated in the drafting of this Agreement.

5           10.15 Attorneys' Fees and Costs Limitations: Neither Class Counsel nor any other attorneys  
6 acting for, or purporting to act for, the Class, Class Members, or Plaintiff, may recover or seek to recover  
7 any amounts for fees, costs, or disbursements from the Releasees or the Gross Fund Value except as  
8 expressly provided in this Agreement.

9           10.16 No Modifications: This Agreement may be amended or modified only by a written  
10 instrument signed by counsel for all Parties or their successors-in-interest. This Agreement may not be  
11 discharged except by performance in accordance with its terms.

12           10.17 Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and  
13 represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and  
14 to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement  
15 to effectuate its terms and to execute any other documents required to effectuate the terms of this  
16 Agreement.

17           10.18 Class Member Signatories: Because the Action has not yet been certified, and the Class  
18 Members are so numerous, the Parties agree that it is impossible or impractical to have each Class Member  
19 sign this Agreement. It is agreed that, for purposes of seeking approval of the Agreement, this Agreement  
20 may be executed on behalf of all Class Members by the Class Representative.

21           10.19 Counterparts: This Agreement shall become effective upon its execution by all of the  
22 undersigned. Plaintiff, Class Counsel, Defendants and Defendants' Counsel may execute this Agreement  
23 in counterparts, and execution of counterparts shall have the same force and effect as if each had signed  
24 the same instrument. Facsimile, electronic, and/or scanned copies of signatures shall have the same force  
25 and effect of originals.

26           10.20 Choice of Law: The Agreement and any exhibits hereto shall be considered to have been  
27 negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and the  
28 rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance with,

1 and governed by, the substantive laws of the State of California without giving effect to that State's choice  
2 of law principles.

3 10.21 Headings and Captions: Section titles or captions contained in the Agreement are inserted  
4 as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of  
5 this Agreement, or any provision thereof.

6 10.22 No Retaliation or Discouragement: The Parties agree they will take no action that could be  
7 construed as retaliation against any Class Members for participating or seeking to participate in this class  
8 action settlement. The Parties will not discourage any class member from participating or seeking to  
9 participate in this class action settlement. This is a material term of the Agreement and non-breaching  
10 Parties will seek court intervention if this provision is breached.

11 10.23 Integrated Agreement: This Agreement sets forth the entire understanding between the  
12 Parties and supersedes any and all prior agreements, oral or written, pertaining to the subject matter hereof.  
13 Each party acknowledges that there is no representation, inducement, promise or agreement which has been  
14 made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement, which  
15 is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the  
16 terms of this Agreement are fully understood and voluntarily accepted by the Parties.

17 10.24 Binding on Successors and Assigns: This Agreement will be binding upon, and inure to the  
18 benefit of, the successors or assigns of the Parties to this Agreement, as previously defined.

19 10.25 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the  
20 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with  
21 applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

22 10.26 Waiver of Compliance: No waiver of any condition or covenant contained in this  
23 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply  
24 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

25 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized  
26 attorneys, as of the day and year herein set forth.  
27  
28

**For Plaintiff:**

Date: 01/08/2025

  
\_\_\_\_\_  
Vanessa Ruiz

**For Defendants:**

Date: \_\_\_\_\_

\_\_\_\_\_  
By:  
For Symbotic LLC

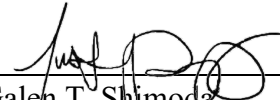
Date: \_\_\_\_\_

\_\_\_\_\_  
By:  
For Symbotic, Inc.

APPROVED AS TO FORM

**Shimoda & Rodriguez Law, PC**

Dated: 01/08/2025

By:   
\_\_\_\_\_  
Galen T. Shimoda  
Justin P. Rodriguez  
Renald Konini  
Attorney for Plaintiff

APPROVED AS TO FORM

**SEYFARTH SHAW LLP**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Michael Kopp  
Attorney for Defendants

1 **For Plaintiff:**

2 Date: \_\_\_\_\_

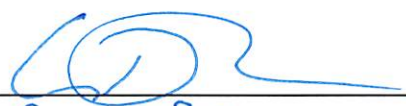
\_\_\_\_\_  
Vanessa Ruiz

4 **For Defendants:**

5 Date: January 8, 2025

6   
By: Corey Dufresne  
For Symbolic LLC

8 Date: January 8, 2025

9   
By: Corey Dufresne  
For Symbolic, Inc.

11  
12 APPROVED AS TO FORM

**Shimoda & Rodriguez Law, PC**

14 Dated: \_\_\_\_\_

13  
14 By: \_\_\_\_\_  
Galen T. Shimoda  
Justin P. Rodriguez  
Renald Konini  
Attorney for Plaintiff

17 APPROVED AS TO FORM

SEYFARTH SHAW LLP

19  
20 Dated: January 8, 2025

21 By:   
Michael Kopp  
Attorney for Defendants

# Exhibit 1

Galen T. Shimoda (Cal. State Bar No. 226752)  
Justin P. Rodriguez (Cal. State Bar No. 278275)  
Renald Konini (Cal. State Bar No. 312080)  
**Shimoda & Rodriguez Law, PC**  
9401 East Stockton Boulevard, Suite 120  
Elk Grove, CA 95624  
Telephone: (916) 525-0716  
Facsimile: (916) 760-3733

Attorneys for Plaintiff VANESSA RUIZ

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

VANESSA RUIZ, individually and on behalf  
of all other similarly situated employees,

Plaintiff,

vs.

SYMBOTIC LLC, a Delaware Limited  
Liability Company; SYMBOTIC, INC., a  
Delaware Corporation; and DOES 1 to 100,  
inclusive,

Defendants.

**Case No. 23CV008326**

**CLASS ACTION AND COLLECTIVE ACTION**

**SECOND AMENDED COMPLAINT FOR  
DAMAGES:**

- 1. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 510, 1194)**
- 2. Failure to Pay Overtime Wages Under FLSA**
- 3. Failure to Pay Minimum Wages (Cal. Lab. Code §§ 1194, 1194.2, 1197)**
- 4. Failure to Pay Minimum Wages Under FLSA**
- 5. Meal Period Violations**
- 6. Rest Period Violations**
- 7. Wage Statement Violations**
- 8. Waiting Time Penalties**
- 9. Failure to Reimburse Expenses**
- 10. Unfair Competition**
- 11. California Equal Pay Act Violations (Cal. Lab. Code § 1197.5)**
- 12. Private Attorneys General Act**

**DEMAND FOR JURY TRIAL**

Plaintiff VANESSA RUIZ ("Plaintiff"), on behalf of herself and all other similarly situated employees, hereby files this Second Amended Complaint against Defendants SYMBOTIC LLC, a Delaware Limited Liability Company; SYMBOTIC, INC., a Delaware Corporation; and DOES 1 to

1 100, inclusive (hereinafter all collectively referred to as “Defendants”). On information and belief,  
2 Plaintiff allege the following:

### 3 **INTRODUCTION**

4 1. This is a class action and a Private Attorneys General Act (“PAGA”) lawsuit brought by  
5 Plaintiff for failure to provide overtime wages, failure to provide minimum wages, meal and rest period  
6 violations, wage statement violations, waiting time penalties, failure to reimburse expenses, untimely  
7 payment of wages, unfair competition, and California Equal Pay Act violations. Plaintiffs also brings  
8 this case as a collective action under the Fair Labor Standards Act (“FLSA”) for violations of federal  
9 overtime and minim wage protections as outlined herein.

### 10 **JURISDICTION AND VENUE**

11 2. The Sacramento County Superior Court has jurisdiction in this matter pursuant to  
12 California Code of Civil Procedure section 410.10 to determine alleged violations of the California  
13 Labor Code, California Business and Professions Code, and Wage Orders.

14 3. Venue in Sacramento County is proper pursuant to Civil Procedure Code §§ 395(a),  
15 395.2, and/or 395.5, in that Defendants are foreign entities and have not designated any county in  
16 California as being where they maintain their principal offices.

17 4. Plaintiff sought permission pursuant to California Labor Code section 2699 *et seq.* to  
18 pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf  
19 of herself and other similarly situated employees. Pursuant to California Labor Code section 2699.3,  
20 Plaintiff gave written notice via online submission to the Labor and Workforce Development Agency  
21 (“LWDA”) on approximately September 8, 2023. Plaintiff provided facts and legal bases for his claims  
22 within the notice to the LWDA on all violations asserted under the Private Attorneys General Act cause  
23 of action. Plaintiff also submitted the \$75.00 filing fee. The September 8, 2023, notice was also sent via  
24 certified mail to Defendants on the same day. To date, the LWDA has not provided any response to  
25 Plaintiff’s notice correspondence. Accordingly, Plaintiff has exhausted all administrative remedies  
26 pursuant to the Private Attorneys General Act (“PAGA”) and may bring this action on behalf of herself  
27 and all similarly situated employees, *i.e.* Aggrieved Employees. *See* Cal. Lab. Code § 2699.3(a)(2)(A),  
28 (c)(3); *Caliber Bodyworks, Inc., v. Sup. Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19 (2005).

1 Aggrieved Employees include, but are not limited to the following: all individuals who have worked, or  
2 continue to work, for Defendants in California as non-exempt employee at any time from September 8,  
3 2022 to the present.

#### 4 **PARTIES**

5 5. VANESSA RUIZ is an individual over the age of eighteen (18) and is a resident of  
6 the State of California.

7 6. On information and belief, Plaintiff alleges, SYMBOTIC LLC, is now and/or at all  
8 times mentioned in this Complaint was a Delaware Limited Liability Company and the owner and  
9 operator of an industry, business and/or facility doing business in the State of California.

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

13 8. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the  
14 alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and  
15 are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true  
16 names and capacities of these DOE Defendants when they are ascertained.

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

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

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

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

#### 28 **CLASS ALLEGATIONS**

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

4                   All individuals who have worked, or continue to work, for Defendants in  
5 California as a non-exempt employee at any time from September 11,  
6 2019, to the present.

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

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

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

- 21           (1) Whether Defendants maintained accurate payroll records;
- 22           (2) Whether, as a result of Defendants' policies and practices, Plaintiff and putative  
23 class members were not paid all overtime wages owed;
- 24           (3) Whether Defendants paid Plaintiff and putative class members for all hours  
25 worked;
- 26           (4) Whether Defendants failed to correctly calculate the regular rate of pay for  
27 premium wage purposes such as overtime, double time, meal and rest period  
28 premiums, and sick leave wages;

- 1 (5) Whether Defendants failed to pay meal and rest period premiums for meal and  
2 rest period violations;
- 3 (6) Whether Defendants failed to reimburse Plaintiff and putative class members for  
4 the use of personal cell phone, internet, and personal cars for work purposes;
- 5 (7) Whether as a result of Defendants' policies and practices Plaintiff's and putative  
6 class members received all wages, due and owing, at the time of their termination  
7 or separation; and
- 8 (8) Whether Defendants provided Plaintiff's and putative class members with wage  
9 statements that complied with Labor Code section 226.

10 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative  
11 class. The putative class also sustained damages arising out of Defendants' common  
12 course of conduct in violation of the law as complained of herein. Plaintiff and all  
13 members of the putative class were non-exempt employees who were not paid all  
14 minimum wages owed, overtime wages owed, meal and rest period premiums, as a result  
15 of Defendants' policies and practices resulting in inaccurate wage statements that did not  
16 itemize the accurate minimum wages owed, overtime wages owed, meal and rest period  
17 premiums, and sick leave wages. Additionally, Defendants issued Plaintiff and all  
18 members of the putative class wage statements that did not comply with Labor Code  
19 section 226. As a result, Plaintiff and each member of the putative class will have  
20 suffered the same type of harm and seek the same type of recovery based on the same  
21 legal theories.

22 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the  
23 putative class. For all relevant times, Plaintiff resided in California and worked for  
24 Defendants in California. Moreover, Plaintiff is an adequate representatives of the  
25 putative class as Plaintiff has no interests that are adverse to those of putative class  
26 members. Additionally, Plaintiff has retained counsel who has substantial experience in  
27 complex civil litigation and wage and hour matters.  
28

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

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

### 15 **COLLECTIVE ACTION ALLEGATIONS**

16 16. Plaintiff brings the Second and Fourth Causes of Action for violation of the FLSA as a  
17 collective action pursuant to 29 U.S.C. section 216(b) on behalf of all non-exempt hourly employees  
18 who have been employed by Defendants anywhere in California from September 11, 2020, through the  
19 present (hereinafter referred to as “Collective Members”).

20 17. Plaintiff and the Collective Members are similarly situated in that they were subject to  
21 substantially similar compensation and requirements, and were subject to Defendants’ common practice,  
22 policy, or plan of failing to pay all minimum and overtime wages to the Collective Members.

23 18. The Second and Fourth Causes of Action may be brought and maintained as an “opt-in”  
24 collective action pursuant to 29 U.S.C. § 216(b), since the claims of Plaintiff are similar to the claims of  
25 the Collective Members.

26 19. The names and addresses of the Collective Members are available from Defendants and  
27 notice should be provided to the Collective Members via first class mail to their last known address they  
28 provided to Defendants as soon as possible.

**GENERAL ALLEGATIONS**

20. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 19 as though fully set forth herein.

21. Plaintiff was employed with Defendants from June 2016 to around March 10, 2023, as a non-exempt employee. Plaintiff was paid \$24.36 per hour. Defendant also paid Plaintiff and similarly situated employees various types of bonuses and incentive payments during their employment. Defendants also issued restricted stock units (“Symbotic RSUs”) as part of an incentive compensation plan to Plaintiff and similarly situated employees. Defendants provide support for robotic-based supply chain automation for different companies or warehouses. Defendants provide technical support for the robotics that assist with shipping distribution. At first, Plaintiff worked as an Inventory Specialist. Plaintiff’s job duties and tasks that she performed include but were not limited to looking for misplaced inventory and reporting the misplaced inventory. Later, Plaintiff worked as a Parts Specialist. Her job duties and/or responsibilities included but were not limited to performing audits of all the technicians’ work orders to make sure parts were entered accurately into the system, looking for discrepancies and tracking down and/or correcting discrepancies, providing warnings or write ups to technicians for making multiple discrepancies in relation to part orders, providing technicians with list of things that needed to be fixed, running weekly and monthly inventory reports, running purchase reports, speaking to vendors about materials needed at lower pricing or cost, performing parts cycle counts, counting all the stock of the parts in the stock room, providing discrepancy reports to Defendants, training technicians in current software that Defendants use for their day to day operations, performing shipping and receiving of parts, creating part numbers for new parts, doing clerical work, sending invoices, communicating with clerical employees to pay for parts, filing paperwork, reaching out to vendors regarding parts, picking up parts from vendors, and organizing company outings such as company events.

22. Plaintiff and similarly situated employees worked over eight (8) hours per day and forty (40) hours per week. Plaintiff and similarly situated employees worked in a fast-paced working environment and were busy most of the time. Plaintiff and similarly situated employees clocked in and out using a fingerprint operated timekeeping system. The timekeeping device was located in the middle

1 of the warehouse distribution center where P Plaintiff and similarly situated employees worked. It  
2 would take approximately five (5) minutes for Plaintiff and similarly situated employees to walk from  
3 the entrance of the building to Defendant's timekeeping device. Plaintiff and similarly situated  
4 employees would walk for approximately five (5) minutes to the timekeeping device to clock in prior to  
5 their shift and another five (5) minutes after the end of their shift since they had to walk back from the  
6 timekeeping device to the entrance/exit doors of the building. As a result, Plaintiff and similarly situated  
7 employees spent on average approximately ten (10) minutes per day just to clock in and clock out before  
8 and after her shift. Additionally, Defendants rounded Plaintiff's and similarly situated employees' hours  
9 worked to the nearest quarter hour, even though Defendants had the ability to track Plaintiff's and  
10 similarly situated employees' time. Defendants failed to pay Plaintiff and similarly situated employees  
11 for all actual hours worked as a result of rounding including overtime and minimum wages under both  
12 state and federal law.

13 23. Furthermore, Defendants' employees and/or managers would contact Plaintiff on her  
14 personal cell phone after she had clocked out to perform certain tasks, respond to emails. Furthermore,  
15 technicians would contact Plaintiff after her work hours with questions and different issues. Vendors and  
16 shipping companies would call Plaintiff after work hours to obtain information regarding different  
17 orders and shipments. Defendants were aware of such occurrences. Plaintiff estimates that she spent  
18 approximately twenty (20) minutes per week performing such tasks off the clock that she was not paid  
19 for. Plaintiff is informed and believes that other similarly situated employees worked off the clock and  
20 were not paid for this time.

21 24. Additionally, Defendants paid Plaintiff and similarly situated employees retroactive pay  
22 when they received a raise. However, sometimes, the retroactive pay was not calculated accurately to  
23 reflect the correct amount of wages. For example, Defendants paid Plaintiff retroactively for the pay  
24 period of January 2, 2022, to January 15, 2022. The retroactive pay amount was \$6.16. However,  
25 accounting for a raise of \$0.77 per hour, Defendants should have paid Plaintiff \$58.32. Thus, the  
26 retroactive payment amount was short \$52.16.

27 25. Furthermore, Plaintiff and similarly situated employees worked overtime because of the  
28 high volume of cases and the high demand of the job. Defendants did not pay Plaintiff overtime for

work performed off the clock. Plaintiff is informed and believes that Defendants did not pay overtime to similarly situated employees for off the clock work. Defendants paid Plaintiff and similarly situated employees a bonus for some time during Plaintiff's employment period. For one particular type of bonus, the amount was approximately between \$100 to \$150 per pay period and paid if they had good attendance and did not miss days from work. However, Defendants failed to incorporate the value of the bonus into the regular rate of pay in calculating Plaintiff's and similarly situated employees' premium wages, including overtime, meal and rest period premiums, and sick leave. Additionally, Defendants also issued restricted stock units ("Symbotic RSUs") as part of an incentive compensation plan to Plaintiff and similarly situated employees. A portion of Plaintiff's Symbotic RSUs vested while Plaintiff worked for Defendants. For example, a payroll statement issued by Defendants on January 6, 2023, shows an amount of \$2,650.68 as earnings of RSUs corresponding to pay period of December 18, 2022, to December 31, 2023. Another payroll statement issued on January 9, 2023, shows an amount of \$2,660.84 as earnings of RSUs corresponding to pay period December 29, 2022, to January 4, 2023. However, Defendants never paid Plaintiff these RSUs, even though they had vested and were earned as wages by Plaintiff. Defendants did not even include these RSUs in Plaintiff's last paycheck. Plaintiff is informed and believes that Defendants failed to pay the RSUs on time to other similarly situated employees. Additionally, Defendants failed to incorporate the value of the Symbotic RSUs into the regular rate of pay in calculating Plaintiff's and similarly situated employees' premium wages, including overtime, meal and rest period premiums, and sick leave.

26. Defendants did not inform Plaintiff and similarly situated employees that they were entitled to a thirty (30) minute meal for every five (5) hours of work and a ten (10) minute break for every four (4) hours of work or a fraction thereof. Due to the fast pace of the work and lack of staffing, Plaintiff and similarly situated employees failed to take all their meal periods and to take timely meal and rest periods. Defendants also interrupted Plaintiff and similarly situated employees during some of their meal and rest periods. For example, Plaintiff took many late meal periods after her fifth hour of work because she was busy performing different tasks. Also, Defendants interrupted Plaintiff and similarly situated employees many times to answer questions or perform different tasks during their meal periods. Plaintiff also took rest breaks after her fourth hour of work due to the nature of her work

1 and the tasks that needed to be done. Plaintiff is informed and believes that similarly situated employees  
2 were also interrupted during their rest breaks and took late rest breaks due to manager's demands and  
3 requests during rest periods.

4 27. Defendants also did not have a policy to reimburse Plaintiff and similarly situated  
5 employees on use of their personal cell phones for work purposes. Plaintiff and similarly situated  
6 employees used their personal cell phones to communicate with managers, supervisors, and other  
7 Similarly situated employees regarding work issues and scheduling. For example, Plaintiff's manager  
8 would email and/or message/text her and other similarly situated employees via Microsoft Teams App.  
9 Plaintiff and similarly situated employees asked Defendants to be reimbursed for their personal cell  
10 phone use for work purposes. However, Defendants informed Plaintiff and similarly situated employees  
11 that they will not get reimbursed because they are hourly employees. Also, Defendants did not pay  
12 Plaintiff and similarly situated employees for internet use when they worked from home during the  
13 COVID period. Moreover, Plaintiff used her personal vehicle to pick up parts from local vendors in the  
14 same town or West Sacramento and Sacramento area. Plaintiff picked up these parts sometimes during  
15 her shift, sometimes after her shift, after she had clocked out. Defendants did not pay Plaintiff for the  
16 time that she spent picking up parts after clocking out. Furthermore, Defendants did not reimburse  
17 Plaintiff for the mileage that she drove to pick up parts for Defendants.

18 28. As a result of Defendants' failure to pay Plaintiff and similarly situated employees all  
19 minimum wages, overtime wages, and meal and rest period premiums owed, sick leave owed, earned  
20 RSUs, the wage statements Defendants issued were inaccurate. The paystubs that Defendants issued did  
21 not accurately itemize all hours worked, the accurate rates of pay, minimum and overtime wages earned,  
22 the number of meal and rest period premiums owed, and the accurate gross and net wages earned.

23 29. As of this date of this letter, Defendants have not paid Plaintiff and similarly situated  
24 employees all the minimum wages, overtime wages, meal and rest period premiums, sick leave wages,  
25 earned RSUs owed to them.

26 30. Additionally, Plaintiff was systematically paid lower wages than male employees with  
27 similar skill, education, and experience for substantially similar work under similar working conditions.  
28 Plaintiff is informed and believes that other similarly situated employees were paid less than other male

employees. At the time of her separation from employment, there were only three females working for Defendant out of the Woodland, California location out of about thirty-six (36) employees. Plaintiff and only two other women, one who was a human resources employee, and another who worked remotely, were the only females, out of about thirty-six (36) employees working for Defendants at the Woodland, California location. Throughout her employment, Plaintiff was paid less than other male employees performing substantially similar work. For example, Defendants gave Plaintiff raises of about 2-2.5% whereas male employees received raises of 3-7%. Also, Plaintiff's hourly rate was \$24.36, whereas male employees' hourly rate was between \$25-\$27 per hour for technicians and \$26-\$32 for maintenance technicians.

31. Plaintiff received lower wages than male employees since the beginning of her employment. At first, Plaintiff was paid \$14-\$15 per hour when she was an Inventory Specialist. The Inventory Specialist's duties included but were not limited to pulling out cases and boxes to make sure that they were placed in the right location, if not, then moving the box to the right location. At some point after Plaintiff started her new position as a Parts Specialists, Defendants hired two females as inventory specialists. Plaintiff is informed and believes that the two female employees were making about \$22 per hour. Plaintiff is informed and believes that those two female employees were also upset that Defendants paid them wages that were lower than other male employees who performed substantially similar work. However, after the two female employees left employment, Defendant hired two (2) males. Plaintiff is informed and believes that the two males were paid about \$25-\$26 per hour.

32. Plaintiff has complained to Defendants regarding her receiving lower wages than male counterparts or employees. However, Defendants informed Plaintiff that the wage difference is due to Plaintiff's attendance, since Plaintiff has missed some time during her Family Medical Leave Act ("FMLA") leave. However, the same wage disparity continued between Plaintiff and other male employees who perform substantially similar work. Plaintiff is informed and believes that other similarly situated employees experienced the same wage disparity with male employees as Plaintiff did.

33. Defendants have different positions at the Woodland location. The positions include site manager, maintenance manager, shift lead, automation manager, technicians, and system operator. All the positions were filled by men. Plaintiff worked closely with the maintenance manager and if Plaintiff

1 was out of the office, the maintenance manager would cover for Plaintiff and perform most of the work  
2 that Plaintiff performed on a daily basis. The maintenance manager's duties included but were not  
3 limited to overseeing the part's specialist and the technicians. If there was anything wrong with the  
4 software system, the maintenance manager would tell Plaintiff and the technicians what he needed.  
5 Then, Plaintiff would order the parts that were needed. Technician's job duties included but were not  
6 limited to maintaining the robots, ask the part's specialist to order certain parts that were needed.

7 34. However, for about one year, Plaintiff performed the same job duties and tasks as the  
8 maintenance manager because the maintenance manager left, and Defendants did not replace him for  
9 about one year. As a result, Plaintiff managed technicians, informed technicians what needed to be  
10 fixed, performed maintenance manager's daily tasks, informed technicians about discrepancies with  
11 work orders and parts requests, check discrepancies with parts that technicians would use and not  
12 account for in the system, input parts in inventory in order to re-stock, give warnings to technicians for  
13 not complying with procedures, reach out to vendors to figure out if can buy material at a lower cost,  
14 manage deadlines during peak season of September to January by increasing the number of re-ordering  
15 parts to make sure that parts were sufficient in the inventory. Plaintiff even trained the new maintenance  
16 manager that Defendants hired by showing to him different procedures, training him in the software that  
17 Defendants used to find parts in the inventory, trained him how to run reports on parts, how to navigate  
18 the system, and other daily tasks important in the running of the operations and maintenance.

19 35. Plaintiff found it easy to perform maintenance manager's duties and tasks because they  
20 were substantially the same as her work as a part's specialist. However, Plaintiff is informed and  
21 believes that the maintenance manager was paid about \$80,000 per year and the technicians were paid  
22 about \$25-\$27 per hour. Furthermore, there was minimal training for an employee to become a  
23 technician. Technicians' work involved making sure that the system kept running, if something went  
24 wrong, they had to clear the HMI screen and restart the system. Technicians were known as fault  
25 chasers. The training lasted one week, and no special certificates, education, or diplomas were required.  
26 To become a maintenance technician, required a little more training and Defendants trained technicians  
27 how to work on robots. Plaintiff is informed and believes that maintenance technicians were paid  
28

1 between \$26-\$32 per hour. Lastly, Plaintiff is informed and believes that Defendants hired a male to  
2 replace Plaintiff and paid him about \$3 more per hour than Plaintiff.

3 **CAUSES OF ACTION**

4 **FIRST CAUSE OF ACTION**  
5 **FAILURE TO PAY OVERTIME WAGES**  
6 **(Cal. Lab. Code §§ 510, 1194)**  
7 **(As to all Defendants)**

8 36. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 35 as though fully  
9 set forth herein.

10 37. During the period Plaintiff was employed by Defendants, Defendants were required to  
11 compensate Plaintiff at one and one-half (1½) times the regular rate of pay for hours worked in excess of  
12 eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for  
13 hours worked in excess of twelve (12) hours per day. *See, e.g.*, IWC Wage Order No. 4, section (3)(A);  
14 Cal. Lab. Code §§ 510, 1194.

15 38. Plaintiff and similarly situated employees worked in excess of eight (8) hours per day  
16 and/or forty (40) hours per week on several occasions while employed by Defendants. However,  
17 Defendants failed to compensate Plaintiff and similarly situated employees for all overtime hours  
18 worked at their regular rate of pay.

19 39. Plaintiff and similarly situated employees were not exempt from overtime protections  
20 employees under the California Wage Orders and Labor Code.

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

24 **SECOND CAUSE OF ACTION**  
25 **FAILURE TO PAY OVERTIME WAGES UNDER FLSA**  
26 **(On behalf of the Collective Members As to all Defendants)**

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

42. Defendants are an "employer" as defined under the FLSA of Plaintiffs and the Collective  
Members. The FLSA defines an "employer" as "any person acting directly or indirectly in the interest

1 of an employer in relation to an employee.” 29 U.S.C. § 203(d). An individual who exercises “control  
2 over the nature and structure of the employment relationship,” or “economic control” over the  
3 relationship is an employer under FLSA. *See Lambert v. Ackerley*, 180 F.3d 997, 1011-12 (9th Cir.  
4 1999) (en banc).

5 43. Plaintiff is informed and believes, and on that basis alleges, that Defendants are engaged  
6 in interstate commerce as they engage in business in multiple states and they engage with businesses  
7 located in other states. Plaintiff is informed and believes, and on that basis alleges, that Defendants’  
8 business earns over \$500,000 per year.

9 44. Attached hereto as Exhibit A is the consent to join form signed by Plaintiff in this action  
10 pursuant to 29 U.S.C. §§ 216(b) and 256. It is likely that other individuals will sign consent forms and  
11 join as plaintiffs on this claim in the future.

12 45. Defendants held a significant ownership interest with operational control of significant  
13 aspects of the company’s day-to-day functions; Defendants had the power to hire and fire Plaintiff and  
14 the Collective Members and set wage rates for them; Defendants also had the responsibility to maintain  
15 Plaintiff’s and the Collective Members’ employment records. Defendants also paid Plaintiff for fewer  
16 hours than they actually worked and failed to pay overtime wages for hours in excess of forty (40) per  
17 week in an effort to circumvent the FLSA’s overtime requirements.

18 46. Defendants willfully failed to pay overtime to Plaintiff and the Collective Members.  
19 They knew of the existence of both state and federal wage and hour laws regarding overtime, but failed  
20 to do any investigation whether they were in compliance. They had knowledge that Plaintiff and the  
21 Collective Members were working uncompensated hours through rounding, off the clock work, and  
22 weren’t paid the accurate regular rate of pay for overtime due to not calculating the value of the bonuses  
23 and RSUs in the regular rate of pay. Despite this knowledge, Defendants refused to pay Plaintiffs and  
24 the Collective Members for all actual hours worked at the legally required rates.

25 47. For the three (3) years preceding the filing of this lawsuit, Defendants were required to  
26 compensate Plaintiff and the Collective Members overtime wages at a rate of no less than one and one-  
27 half (1½) times the regular rate of pay for all time worked in excess of forty (40) hours per week. *See* 29  
28 U.S.C. § 207.

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

**THIRD CAUSE OF ACTION**  
**FAILURE TO PAY MINIMUM WAGES**  
**(Cal. Lab. Code §§ 1194, 1194.2, 1197)**  
**(As to all Defendants)**

49. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 48 as though fully set forth herein.

50. For the period preceding the filing of this Complaint, Defendants were required to compensate Plaintiff and similarly situated employees with at least California's applicable minimum for every hour worked. *See* MW-Order 2019; IWC Wage Order, No. 4, section 4(A); Cal. Lab. Code § 1194.

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

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

**FOURTH CAUSE OF ACTION**  
**FAILURE TO PAY MINIMUM WAGES UNDER FLSA**  
**(On behalf of the Collective Members As to all Defendants)**

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

54. Defendants are an “employer” as defined under the FLSA of Plaintiff and the Collective Members. The FLSA defines an “employer” as “any person acting directly or indirectly in the interest of an employer in relation to an employee.” 29 U.S.C. § 203(d). An individual who exercises “control over the nature and structure of the employment relationship,” or “economic control” over the relationship is an employer under FLSA. *See Lambert v. Ackerley*, 180 F.3d 997, 1011-12 (9th Cir. 1999) (en banc).

1           55. Plaintiff is informed and believes, and on that basis alleges, that Defendants are engaged  
2 in interstate commerce as they engage in business in multiple states and they engage with businesses  
3 located in other states. Plaintiff is informed and believes, and on that basis alleges, Defendants'  
4 business earns over \$500,000 per year.

5           56. Attached hereto as Exhibit A are the consent to join form signed by Plaintiff in this action  
6 pursuant to 29 U.S.C. §§ 216(b) and 256. It is likely that other individuals will sign consent forms and  
7 join as plaintiffs on this claim in the future.

8           57. Defendants held a significant ownership interest with operational control of significant  
9 aspects of the company's day-to-day functions; Defendants had the power to hire and fire Plaintiff and  
10 the Collective Members and set wage rates for them; Defendants also had the responsibility to maintain  
11 Plaintiff's and the Collective Members' employment records. Defendants also paid Plaintiff for fewer  
12 hours than she actually worked and failed to pay minimum wages for all hours worked in an effort to  
13 circumvent the FLSA's minimum wage requirements.

14           58. Defendants willfully failed to pay overtime to Plaintiffs and the Collective Members.  
15 They knew of the existence of both state and federal wage and hour laws regarding minimum wages, but  
16 failed to do any investigation whether they were in compliance. They had knowledge that Plaintiff and  
17 the Collective Members were working uncompensated hours through the rounding and working of the  
18 clock policies' that Defendants instituted and that they were not getting paid for all hours worked  
19 notwithstanding those policies and practices. Despite this knowledge, Defendants refused to pay  
20 Plaintiff and the Collective Members for all actual hours worked at the legally required rates.

21           59. For the three (3) years preceding the filing of this Complaint, Defendants were required  
22 to compensate Plaintiff and the Collective Members minimum wages at the applicable Federal rate for  
23 all time worked that was unpaid per week. *See* 29 U.S.C. § 206.

24           60. As a proximate result of Defendants' conduct, Plaintiffs and the Collective Members  
25 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to  
26 the extent pertinent as if set forth here in full.

**FIFTH CAUSE OF ACTION**  
**MEAL PERIOD VIOLATIONS**  
**(As to all Defendants)**

61. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 60 as though fully set forth herein.

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

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

64. California Labor Code section 512 and Wage Order No. 4 section 11(B) further provide that employers may not employ employees for a work period for more than ten (10) hours per day without providing the employee with a second meal period of at least thirty (30) minutes. However, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. Employees are entitled to one (1) hour of pay at their regular rate of compensation for each meal period not provided.

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

66. Defendants further failed to pay Plaintiff and similarly situated employees the applicable meal period premiums for any such missed meal breaks.

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

**SIXTH CAUSE OF ACTION**  
**REST PERIOD VIOLATIONS**  
**(As to all Defendants)**

68. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 67 as though fully set forth herein.

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

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

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

72. Defendants further failed to pay Plaintiff and similarly situated employees the applicable rest period premiums for any such missed rest periods.

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

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

74. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 73 as though fully set forth herein.

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

*(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and*

1 *the last four digits of his or her social security number or an employee*  
2 *identification number other than a social security number, (8) the name*  
3 *and address of the legal entity that is the employer and, if the employer is*  
4 *a farm labor contractor, as defined in subdivision (b) of Section 1682, the*  
5 *name and address of the legal entity that secured the services of the*  
6 *employer, and (9) all applicable hourly rates in effect during the pay*  
7 *period and the corresponding number of hours worked at each hourly rate*  
8 *by the employee. The deductions made from payment of wages shall be*  
9 *recorded in ink or other indelible form, properly dated, showing the*  
10 *month, day, and year, and a copy of the statement and the record of the*  
11 *deductions shall be kept on file by the employer for at least three years at*  
12 *the place of employment or at a central location within the State of*  
13 *California.*

14 76. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an  
15 itemized statement or failed to provide an accurate and complete itemized statement showing the  
16 requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not  
17 accurately itemize all applicable hourly rates in effect during the pay period, all regular, overtime  
18 and double time hours worked and corresponding rates of pay, and gross and net wages earned. The  
19 paystubs also did not accurately itemize Plaintiff's and similarly situated employees' total hours  
20 worked due to Defendants' clocking in policy, the location of the timekeeping device, as well as  
21 Defendants' meal and rest period policy and practices that interrupted Plaintiff and similarly situated  
22 employees during their meal and rest breaks, that resulted in off-the-clock work. Plaintiff and  
23 similarly situated employees were not able to promptly and easily determine their total hours worked  
24 from their paystubs alone. Additionally, Plaintiff and similarly situated employees suffered  
25 confusion over whether they received all wages owed and were prevented from effectively  
26 challenging information on their wage statements.

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

29  
30 **EIGHTH CAUSE OF ACTION**  
31 **WAITING TIME PENALTIES**  
32 **(As to all Defendants)**

33 78. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 77 as though fully  
34 set forth herein.

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

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

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

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

11          83.     Defendants knew of their obligation to pay Plaintiff's and similarly situated employees'  
12 their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiff  
13 and similarly situated employees had to walk about five (5) minutes from the entrance of the building to  
14 the timekeeping device to clock in and Plaintiff and similarly situated employees were not paid for this  
15 time. Defendants also knew that Plaintiff and similarly situated employees used their cell phones,  
16 internet, and cars for work purposes because Defendants communicated with them via Microsoft Teams  
17 App to give instructions or request tasks done. Furthermore, Defendants knew that Plaintiff and  
18 similarly situated employees had vested RSUs, but Defendants failed to calculate the value of the earned  
19 RSUs into the regular rate of pay for purposes of overtime premiums, meal and rest period premiums,  
20 and sick leave pay. However, Defendants did not pay at the time of Plaintiff's termination the correct  
21 amount of wages owed for overtime premiums, meal and rest period premiums and sick leave pay, as  
22 well as the earned RSUs. Further, Defendants knew that Plaintiff and similarly situated employees were  
23 not provided with compliant meal and rest periods because Defendants interrupted Plaintiff and  
24 similarly situated employees during their meal and rest periods or caused them not to take timely meal  
25 and rest periods. Such conduct shows Defendants had knowledge of earned, but unpaid wages at the  
26 time of separation, yet Defendants still refused to pay the remaining wages owed.

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

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

85. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 84 as though fully set forth herein.

86. California Labor Code section 2802(a) states that “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.”

87. Defendants required Plaintiff and similarly situated employees to use their personal cell phones to maintain communication regarding the status of their work, and various other work-related communications that needed to be made during the day while Plaintiff and similarly situated employees were stationed all over the warehouses. Defendants required Plaintiff and similarly situated employees to use Microsoft Team App to communicate with each other. Defendants also emailed or texted Plaintiff and similarly situated employees after work hours or on weekends to communicate regarding work issues and Plaintiff took calls from different shipping companies and vendors on her private cell phone. Plaintiff also used her car to pick up parts for Defendants and was not reimbursed for the miles that she drove to pick up parts. Plaintiff and similarly situated employees requested Defendants to reimburse them for such use. However, Defendants did not reimburse Plaintiff and similarly situated employees for such use.

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

**TENTH CAUSE OF ACTION**  
**UNFAIR COMPETITION**  
**(As to all Defendants)**

89. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 88 as though fully set forth herein.

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

91. Plaintiff and similarly situated employees were not paid all wages owed, including minimum and overtime wages, and meal and rest period premiums, paid sick leave, reimbursed for business expenses, during their employment or any time thereafter. Moreover, through Defendants conduct Plaintiff and similarly situated employees were denied statutory protections regarding meal and rest periods.

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

93. As a direct and legal result of the Defendants’ conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code sections 17203, 17208, violations of California Labor Code sections 226.7, 245 *et seq.*, 510, 512, and 1194 all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

**ELEVENTH CAUSE OF ACTION**  
**VIOLATION OF CALIFORNIA’S EQUAL PAY ACT**  
**(Cal. Lab. Code § 1197.5)**  
**(As to all Defendants)**

94. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 93 as though fully set forth herein.

95. Labor Code section 1197.5, states that, “[a]n employer shall not pay any of its employees at wage rates less than the rates paid to employees of the opposite sex for substantially similar work, when viewed as a composite of skill, effort, and responsibility, and performed under similar working conditions...”

96. Labor Code section 1197.5, subdivision (c) further states that, “[a]ny employer who violates [this section] is liable to the employee affected in the amount of the wages, and interest thereon, of which the employee is deprived by reason of the violation, and an additional equal amount as liquidated damages.”

97. Here, Plaintiff and similarly situated employees systematically paid lower wages than male employees with similar skill, education, and experience for substantially similar work under similar working conditions.

98. Plaintiff, therefore, suffered damages proximately caused by Defendants, and each of their agent's acts as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

**TWELFTH CAUSE OF ACTION**  
**PRIVATE ATTORNEYS GENERAL ACT**  
**(As to all Defendants)**

99. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 98 as though fully set forth herein.

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

- Violation of Labor Code §§ 510, 1194; IWC Wage Order 4, § 3 (Failure to Pay Overtime Wages)
- Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 4, § 4 (Failure to Pay Minimum Wages)
- Violation of Labor Code §§ 226.7, 512 and Wage Order No. 4, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)

- Violation of Labor Code § 226.7 and Wage Order No. 4, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)
- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)
- Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)
- Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)
- Violation of Labor Code §§ 204, 210 (Untimely Payment of Wages)
- Violation of Labor Code § 1197.5 (Wage Discrimination)

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

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

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

### **DAMAGES**

WHEREFORE Plaintiff requests relief as follows:

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

1           3.     As to the Second Cause of Action:

- 2                 a.     All wages earned and owing;
- 3                 b.     Attorney's fees, costs, and interest pursuant to 29. U.S.C. § 216;
- 4                 c.     Liquidated damages pursuant to 29 U.S.C. § 216;

5           4.     As to the Third Cause of Action:

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

11          5.     As to the Fourth Cause of Action:

- 12                a.     All wages earned and owing;
- 13                b.     Attorney's fees, costs, and interest pursuant to 29. U.S.C. § 216;
- 14                c.     Liquidated damages pursuant to 29 U.S.C. § 216;

15          6.     As to the Fifth Cause of Action:

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

19          7.     As to the Sixth Cause of Action:

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

23          8.     As to the Seventh Cause of Action:

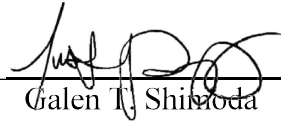
- 24                    a.     Penalties as provided for in Labor Code section 226, including the greater of all
- 25                             actual damages or fifty dollars (\$50.00) for the initial pay period in which the
- 26                             violation occurred and one hundred dollars (\$100.00) per employee for each
- 27                             violation in the subsequent pay periods, but not to exceed four thousand dollars
- 28                             (\$4,000.00);

- 1                   b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section  
2                   226(e);
- 3       9.   As to the Ninth Cause of Action:
- 4                   a. An amount to be proven at trial;
- 5                   b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);
- 6       10. As to the Eleventh Cause of Action (Cal. Labor Code § 1197.5):
- 7                   a. For wages that Plaintiff was deprived of due to Equal Pay Act violations and any  
8                   interest thereon, according to proof;
- 9                   b. For liquidated damages in an equal amount, according to proof;
- 10                  c. For reasonable attorney's fees and costs pursuant to Labor Code section 1197.5  
11                  (h);
- 12       11. As to the Twelfth Cause of Action:
- 13                  a. For civil penalties as provided in the Labor Code for each enumerated violation;
- 14                  b. For those Labor Code sections where there is no civil penalty provided for their  
15                  violation, the default penalty provided in Labor Code section 2699(f): for any  
16                  initial violation, one hundred dollars (\$100) for each aggrieved employee per pay  
17                  period; For any subsequent violation, two hundred dollars (\$200) for each  
18                  aggrieved employee per pay period;
- 19                  c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
- 20                  d. For any other remedies as allowed by law and/or deemed appropriate by the  
21                  Court;
- 22       12. For such other and further relief as this Court may deem just and proper,  
23       including, but not limited to:
- 24                  a. Wages as proved at trial;
- 25                  b. Injunctive and Declaratory relief;
- 26                  c. Attorney's fees and costs as provided for by law; and
- 27                  d. Interest.
- 28

1  
2  
3 Dated: January 7, 2025

**Shimoda & Rodriguez Law, PC**

4  
5 By:

A handwritten signature in black ink, appearing to read 'Galen T. Shimoda', is written over a horizontal line.

Galen T. Shimoda

Justin P. Rodriguez

Renald Konini

Attorneys for Plaintiff

6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

## Exhibit 2

CALIFORNIA SUPERIOR COURT  
FOR THE COUNTY OF SACRAMENTO

VANESSA RUIZ, individually and on behalf of  
all other similarly situated employees,

Plaintiff,

vs.

SYMBOTIC LLC, a Delaware Limited Liability  
Company; SYMBOTIC, INC., a Delaware  
Corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. **23CV008326**

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

**ATTENTION:** All non-exempt employees who were employed by Defendants in the State of California at any time between September 11, 2019, through [REDACTED] (the “Class Members”); All non-exempt employees who were employed by Defendants in the State of California at any time between September 11, 2020, through [REDACTED] (the “Collective Members”); All non-exempt employees who were employed by Defendants in the State of California at any time between September 8, 2022, through [REDACTED] (the “PAGA Group Members”).

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

You are receiving this notice pursuant to an order from the Sacramento County Superior Court (“Court”) granting Plaintiff’s motion for preliminary approval of a Joint Stipulation Regarding Class Action, Collective Action, and PAGA Settlement and Release (“Agreement” or “Settlement”) as fair, reasonable, and adequate. The Settlement was entered into between Plaintiff Vanessa Ruiz (“Plaintiff” or “Class Representative”), and Defendants Symbotic LLC, and Symbotic, Inc. (“Defendants”). The terms of the Settlement are outlined herein. You are receiving this notice because Defendants’ records indicate you fall within the definition of “Class Member,” “Collective Member,” and/or PAGA Group Member. Defendants’ records also indicate that you worked [REDACTED] weeks during the applicable Class Period, [REDACTED] weeks during the applicable FLSA Period, and [REDACTED] weeks during the applicable PAGA Period (as defined below). As a result, your estimated Individual Settlement Payment is \$ [REDACTED], your estimated Individual FLSA Payment is \$ [REDACTED], and your estimated Individual PAGA Payment is [REDACTED]. Accordingly, the total amount you may be able to receive under the Settlement is \$ [REDACTED]. Your actual share of the settlement proceeds will vary depending on the resolution of any workweek disputes as described in this notice.

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

**I. BACKGROUND OF THE CASE**

On September 11, 2023, Plaintiff filed a Complaint against Defendants in the Sacramento County Superior Court of California alleging wage and hour claims on behalf of herself and similarly situated employees. The term “Action” means this putative class, collective, and PAGA action pending in Sacramento County Superior Court, Case No. 23CV008326. The Class Period is September 11, 2019, through [REDACTED], the FLSA Period is September 11, 2020, through [REDACTED], and the PAGA Period is September 8, 2022, through [REDACTED].

In the Action, Plaintiff sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of herself, Class Members, Collective Members, and PAGA Group Members. Plaintiff alleged that Defendants violated California law by 1) failing to pay overtime wages, 2) failing to pay minimum wages, 3) failing to provide meal periods or pay premiums in lieu thereof,

4) failing to provide rest periods or pay premiums in lieu thereof, 5) failing to provide accurate wage statements, 6) failing to pay final wages, 7) failing to pay reimbursement for expenses, 8) failing to maintain accurate records, 9) failing to provide paid sick leave, 10) untimely payment of wages, and 11) violating the Equal Pay Act. Plaintiff also alleged that these actions resulted in liability under California's Unfair Competition laws, under the Fair Labor Standards Act ("FLSA"), and claims for civil penalties under the Private Attorney's General Act ("PAGA"). Defendants have denied all of Plaintiff's allegations. The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information during the course of the litigation. Furthermore, the Parties have participated in a full day mediation facilitated by a neutral third party. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a settlement covering the class, collective, and PAGA claims asserted in the Action. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Agreement, Defendants continue to deny all allegations and claims. Defendants have entered into this Settlement to fully, finally, and forever resolve this Action, based on the terms set forth in the Agreement, in order to avoid the burden and expense associated with ongoing litigation.

The Agreement applies to any and all Class Members, Collective Members, and PAGA Group Members as defined above. If you are a Class Member or Collective Member, you have the opportunity to participate in the Settlement, or to exclude yourself ("opt out") from the Settlement. This notice is to advise Class Members and Collective Members of how they can either participate in the Settlement or be excluded from the Settlement. As set forth below, PAGA Group Members cannot opt out of this Agreement as it relates to the PAGA Fund, their Individual PAGA Payment, or the Released PAGA Claims regardless of whether they opt-out of being a Class Member or opt-in to being a Collective Member.

## **II. SUMMARY OF THE PROPOSED SETTLEMENT**

### **A. The Amount of the Settlement**

Under the terms of the Agreement, Defendants have agreed to pay a total sum of Two Hundred Forty-Six Thousand Five Hundred Dollars (\$246,500) ("Gross Fund Value"). Deducted from this Gross Fund Value will be sums approved by the Court for attorney's fees not to exceed 35% of the Gross Fund Value, attorney's costs not to exceed \$15,000, Settlement Administrator Costs estimated not to exceed \$15,000, an Incentive Award of \$10,000 to the Class Representative, \$20,000 for resolving claims under the FLSA ("FLSA Settlement Fund") and payment to Collective Members, and \$20,000 for alleged PAGA penalties (the "PAGA Fund") and payment to PAGA Group Members, which will result in a "Net Settlement Amount" for distribution to all Class Members. Any employer side taxes attributable to payments allocated as wages will be paid by Defendants in addition to the Gross Fund Value. As explained further below, payments to each Class Member, Collective Member, and/or PAGA Group Member will depend on the number of weeks worked by each individual within the Class Period, FLSA Period, and/ PAGA Period. Of the \$20,000 allocated to resolving the PAGA claims, 75% of the PAGA Fund will be paid to the State of California Labor and Workforce Development Agency and 25% of the PAGA Fund will be divided among PAGA Group Members.

### **B. Payment Allocations Between Class Members, Collective Members, and PAGA Group Members**

The number of weeks you worked during the Class Period, FLSA Period, and/or PAGA Period and your estimated share of the Net Settlement Amount, FLSA Settlement Fund, and/or PAGA Fund is stated on the first page of this notice. The actual amount received may be more or less than the amount stated depending on the actual number of weeks worked by Class Members, Collective Members, and/or PAGA Group Members after the resolution of any disputes regarding workweeks, and on the distributions finally approved and allocated by the Court. Payment to Class Members, Collective Members, and PAGA Group Members will be determined by dividing their total workweeks within their respective claim periods by the total workweeks by all Class Members, Collective Members, and/or PAGA Group Members within the same respective claim period. That fraction will then be multiplied by applicable Net Settlement Amount, 25% portion of the PAGA Fund, and/or FLSA Settlement Fund allocated for that group to determine the Individual Settlement Payment, Individual FLSA Payment, and/or Individual PAGA Payment owed for the individual from that group.

Defendants will make settlement payments through the Settlement Administrator. Each Participating Class Member (*i.e.* a Class Member who does not opt-out) will be paid their Individual Settlement Award to resolve the Released Class Claims. To become a Collective Member, a Participating Class Member must cash the check containing their Individual FLSA Payment, which will be sent to the Participating Class Member at the same time the Individual Settlement Payment is sent. The Individual FLSA Payment will include FLSA release language printed on the back of the check and, by cashing the Individual FLSA Payment, Participating Class Members will have opted-in to also being a Collective Member. However, whether an individual opts-out of being a Class Member or opts-in to being a Collective Member, that will have no effect on their allocation from the PAGA Fund. PAGA Group Members will

receive their Individual PAGA Payment regardless of whether they opt-out of being a Class Member or opt-in to being a Collective Member.

All payments under the Settlement will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that 75% of Individual Settlement Payments and Individual FLSA Payments will be characterized as disputed interest, statutory penalties, and other non-wage damages for which an IRS Forms 1099-MISC and 1099-INT will issue and 25% of the of Individual Settlement Payments and Individual FLSA Payments will be characterized as disputed wages for which IRS Forms W-2 will issue. Individual PAGA Payments will be characterized as 100% for civil penalties for which an IRS Forms 1099-MISC will be issued.

Receipt of any payments under the Agreement will not entitle any Class Member, Collective Member, and/or PAGA Group Member to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the Settlement.

**C. Calculations to Be Based on Defendants' Records and Resolution of Workweek Disputes**

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

**D. Release of Claims**

The Agreement contains the following releases:

Released Class Claims: (i) all claims that were alleged in the Operative Complaint, and (ii) all claims that reasonably could have been alleged, based on the facts stated in the Operative Complaint, including claims for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or pay a premium in lieu thereof; (4) failure to authorize and permit rest periods or pay a premium in lieu thereof; (5) failure to timely pay final wages at the time of termination/end of employment; (6) failure to furnish accurate itemized wage statements; (7) failure to reimburse employees for business expenses; (8) unfair business practices; (9) violation of the California Equal Pay Act; and, (10) claims for statutory penalties for violation of California Labor Code sections 201, 201.3, 202, 203 204.1, 204.2, 210, 226, 226.3, 226.7, 245, 246, 246.5, 248.5, 510, 512, 558, 558.1, 1174, 1193.6, 1194, 1197.1, 1197.5, and 2802-2804, California Code of Civil Procedure section 1021.5, Civil Code sections 3287, 3289, and California Business and Professions Code section 17200 et seq. or any applicable Wage Order, irrespective of the theory of recovery alleged, during the Class Period. 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, worker's compensation, or claims based on facts occurring outside the Class Period.

Released FLSA Claims: (i) all wage and hour claims with respect to the Released Parties under the Fair Labor Standards Act, 29 U.S.C. section 201, et seq. that are asserted in the Operative Complaint and, (ii) any other claims under the FLSA that reasonably could have been brought based on the facts alleged in the Operative Complaint filed in the Action during the FLSA Period.

Released PAGA Claims: (i) all claims for PAGA penalties that were alleged in Plaintiff's notice letter(s) to the LWDA, and (ii) all claims that reasonably could have been alleged during the PAGA Period, based on the facts stated in Plaintiff's notice letter(s) to the LWDA, including claims for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or pay a premium in lieu thereof; (4) failure to authorize and permit rest periods or pay a premium in lieu thereof; (5) failure to timely pay final wages at the time of termination/end of employment; (6) failure to furnish accurate itemized wage statements; (7) failure to reimburse employees for business expenses; (8) unfair business practices; (9) failure to pay sick pay wages; (10) claims for penalties under the Private Attorneys General Act for violation of California Labor Code sections 201, 201.3, 202, 203 204.1, 204.2, 210, 226, 226.3, 226.7, 245, 246, 246.5, 248.5, 510, 512, 558, 558.1, 1174, 1193.6, 1194, 1197.1, 1197.5, and 2802-2804, 2698, et seq. during the PAGA Period.

The releases will apply to all “Released Parties” which is defined as Defendants, and any of their past, present, and future direct or indirect parents, subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, and assigns, as well as each of their past, present, and future officers, directors, employees, partners, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendants.

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

### **III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER**

#### **A. Participating in the Settlement as a Class Member and Collective Member**

If you wish to be a Participating Class Member and believe your workweek information is accurate, you do not need to take any further action to receive your Individual Settlement Payment. Payment will be automatically made to you consistent with the terms of the Agreement and Court Order. To also become a Collective Member, you only need to cash the Individual FLSA Payment check, which will be sent with your Individual Settlement Payment. If you wish to dispute the workweek calculation, you may follow the procedures outlined in Section II.C above. California law protects employees from retaliation based on their decision to participate in the Settlement.

#### **B. Excluding Yourself from the Settlement**

The Court will exclude you from being a Class Member or Collective Member if you request this by [redacted]. If you do not wish to be bound by the Settlement as a Class Member you may request to be excluded (*i.e.*, “opt out”) by submitting a timely written request to the Settlement Administrator. The request to opt-out must (a) state your full name and date of birth; (b) a statement that you do not want to be a Class Member, do not want to participate in the Settlement, and/or want to be excluded from this Settlement; (c) identify the case name and number (*i.e.* *Ruiz v. Symbotic LLC, et al.*, 23CV008326); (d) be signed; and (e) be post-marked no later than [redacted]. The request to opt out must be mailed by First Class U.S. Mail, or the equivalent, to:

[admin info]

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

#### **C. Objection to Settlement**

If you do not opt out of the Settlement, you can object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. You can ask the Court to deny approval by submitting an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. You may submit a written objection, which should (a) state your full name and date of birth; (b) provide evidence that you are, in fact, a Class Member; (c) state the reasons for the objection(s), including supporting documentation; (d) identify the case name and number (*i.e.* *Ruiz v. Symbotic LLC, et al.*, 23CV008326); (e) be signed; and (f) be post-marked no later than [redacted]. Written objections must be sent to the Settlement Administrator at the address identified in Section III.B.

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

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

If the Court grants final approval of the Settlement, the Court will make and enter judgment consistent therewith. A notice of entry of entry of judgment will be filed with the Court and available online at (<https://prod-portal-sacramento-ca.journaltech.com/public-portal/?q=Home>). The judgment, whether favorable or not, will bind all Class Members who do not request exclusion. After final approval, each and every Class Member who does not opt out of the Settlement, Collective Members, and PAGA Group Members, will release Defendants and the Released Parties from the Released Class Claims, Released FLSA Claims, and Released PAGA Claims described above. In addition, you will be barred from ever suing Defendants and the Released Parties with respect to the claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

#### **V. FINAL SETTLEMENT APPROVAL HEARING**

The Court will hold a hearing in Department 23, 720 9<sup>th</sup> Street Sacramento, California 95814, on [redacted] at [redacted] to determine whether the Agreement should be finally approved as fair, reasonable and adequate. For Sacramento if Dept 23 - To join by Zoom: <https://saccourt-ca-gov.zoomgov.com/my/sscdept23>. To join by phone: (833) 568-8864 / ID 16108301121. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, the Settlement Administrator Costs, and the Class Representative's Incentive Award. The hearing may be continued without further notice. It is not necessary for you to appear at this hearing.

#### **VI. ADDITIONAL INFORMATION**

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

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

Michael Kopp  
Lilah J. Wylde  
Seyfarth Shaw LLP  
400 Capitol Mall, Suite 2300  
Sacramento, CA 95814-2300  
Telephone: (916) 498-7001  
Facsimile: (916) 288-6333  
*On behalf of Defendants*

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

**BY ORDER OF THE COURT**