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8
9 **SUPERIOR COURT OF CALIFORNIA**
10 **FOR THE COUNTY OF SACRAMENTO**

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

13 Plaintiff,

14 vs.

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

19 Defendants.

Case No. 23CV008326

*Assigned for All Purposes to Hon. Jill H. Talley
Department 23*

CLASS ACTION

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR FINAL APPROVAL OF CLASS
ACTION, COLLECTIVE ACTION AND PAGA
SETTLEMENT**

Date: July 11, 2025

Time: 9:00 a.m.

Dept.: 23

Judge: Hon. Jill H. Talley

Filed: September 11, 2023

FAC Filed: January 12, 2024

SAC Filed: February 13, 2025

Trial Date: None Set

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on July 11, 2025, at 9:00 a.m., or as soon thereafter as the matter may be heard in Department 23 of the above-entitled Court, Plaintiff Vanessa Ruiz, individually and on behalf of all other similarly situated individuals, will move for entry of an Order for the following:

1. Certifying the proposed class herein for purposes of settlement;
2. Appointing Plaintiff Vanessa Ruiz as Class Representative for purposes of settlement;
3. Appointing Shimoda & Rodriguez Law, PC, as Class Counsel for purposes of settlement;
4. Approving the proposed class action, collective action, and Private Attorney's General Act settlement, in the gross amount of \$246,500, which is incorporated herein by reference;
5. Approving the application for payments to Class Counsel of attorney's fees in the amount of \$86,275;
6. Approving the application for payment to Class Counsel of reasonable costs in the amount of \$12,625.37;
7. Approving the Class Representative Incentive Award of \$10,000 to Plaintiff Vanessa Ruiz;
8. Approving the appointment of ILYM Group, Inc. as the Settlement Administrator and for payment to ILYM Group, Inc. for administering said class action, collective action and PAGA settlement in the amount of \$6,950;
9. Approving the settlement of claims under the Fair Labor Standards Act for minimum and overtime wages in the total amount of \$20,000;
10. Approving the settlement of claims under the Private Attorneys General Act for the total amount of \$20,000, 75% of which will be paid to the Labor and Workforce Development Agency and 25% of which will be paid to PAGA Group Members;
11. Determining that the class notification procedure and process complied with Class Members' and Collective Members' due process rights;
12. Approving and adopting the Proposed Order and its implementation schedule, which is filed herewith and incorporated by reference.

1 This motion is being made pursuant to Code of Civil Procedure section 382, Labor Code section
2 2699(1)¹, and California Rules of Court 3.769 and 3.764, on the grounds that the preliminarily approved
3 class action and Private Attorneys General Act settlement is fair, reasonable, and adequate as to all Class
4 Members and should be approved by the Court. This motion will be based on the notice of motion,
5 memorandum of points and authorities, the Declaration of Justin P. Rodriguez, the Declaration of
6 Vanessa Ruiz, the Declaration of Cassandra Polites, exhibits, the record and files of this case, and any
7 further oral or documentary evidence introduced at the hearing of this motion.

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

15 Dated: June 13, 2025

Shimoda & Rodriguez Law, PC

By: _____



Galen T. Shimoda

Justin P. Rodriguez

Renald Konini

Attorneys for Plaintiff

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

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individually and on behalf of similarly situated employees
8

9 **SUPERIOR COURT OF CALIFORNIA**
10 **FOR THE COUNTY OF SACRAMENTO**
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CLASS ACTION

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

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TABLE OF CONTENTS

I. Introduction And Opening Summary of Argument	1
II. Procedural And Litigation History	2
III. Investigation And Discovery Conducted.....	3
IV. Negotiation And Proposed Settlement	3
a. Plaintiff and Defendants Engaged in Extensive Arm's Length Negotiations	3
b. The Terms of the Agreement.....	3
c. Allocation of Settlement Funds	6
V. Preliminary Approval Of Class Action And Collective Action Settlement And The Subsequent Class Action Administration	7
VI. The Agreement Warrants Final Approval As It Is Fair, Reasonable, And Adequate As To All Class Members And Collective Members Based On The Facts of This Case	8
a. The Terms of The Settlement are Fair and Within the Range of Reasonableness	9
i. The Agreement is a Result of Extensive, Non-Collusive Arm's Length Negotiations Between the Parties.....	9
ii. The Extent of Investigation and Discovery Completed Provided Ample Information to Enter Into an Informed and Reasonable Settlement.....	10
iii. Plaintiffs' Counsel are Experienced in Similar Litigation.....	10
iv. No Class Members Objected or Opted-Out	10
v. The Settlement is Fair, Reasonable, and Adequate Based on the Strength of Plaintiff's Case and the Risks and Costs of Further Litigation.....	10
vi. The Proposed Settlement is a Reasonable Compromise of Claims	12
b. Certificate of the Class is Appropriate	13
i. The Proposed Settlement Class is Ascertainable and Sufficiently Numerous.....	13
ii. The Commonality, Predominance, and Typicality Requirements are Met.....	13
iii. The Adequacy Requirement is Met.....	14
c. Certification of the FLSA Collective Members is Appropriate	15

VII. The Amounts Requested For Attorney’s Fees And Costs, Incentive Award To The Class Representative, And Settlement Administrator Costs Are Reasonable And Should Be Approved	15
a. A Fee of Thirty-Five Percent of the Common Fund is Reasonable Because It Is Within the Ranges Historically Approved by Courts in Class Settlements and a Lodestar Cross Check Validates the Proposed Fee	16
b. Class Counsel’s Expenses and Costs Were Necessarily Incurred to Achieve the Benefit Obtained	18
c. The Requested Incentive Award to the Class Representative is Justified In Light of the Results Achieved for the Class and the Burdens Experienced By the Class Representative, Including A General Release of Her Individual Claims	19
d. The Court Should Approve the Payment of Settlement Administrator Costs.....	20
VIII. Conclusion	20

TABLE OF AUTHORITIES

CALIFORNIA CASES

<i>Amaro v. Anaheim Arena Mgmt., LLC</i> , 69 Cal.App.5th 521 (2021)	15
<i>Cellphone Termination Fee Cases</i> , 180 Cal.App.4th 1110 (2009).....	8, 9, 19
<i>Children’s Hosp. and Med. Ctr. v. Bonta</i> , 97 Cal.App.4th 740 (2002)	18
<i>City of San Jose v. Superior Court</i> , 12 Cal.3d 447 (1974).....	13
<i>Classen v. Weller</i> , 145 Cal.App.3d 27 (1983).	13
<i>Dunk v. Ford Motor Co.</i> , 48 Cal.App.4th 1794 (1996)	8, 9
<i>Green v. Obledo</i> , 29 Cal.3d 126 (1981)	8
<i>Hebbard v. Calgrove</i> , 28 Cal.App.3d 1017 (1972).....	13
<i>In re Microsoft I-V Cases</i> , 135 Cal.App.4th 706 (2006).....	6, 8, 9
<i>Karton v. Ari Design & Constr., Inc.</i> , 61 Cal.App.5th 734 (2021).....	16, 17
<i>Ketchum v. Moses</i> , 24 Cal.4th 1122 (2001).....	16, 17, 18
<i>Kullar v. Foot Locker Retail, Inc.</i> , 168 Cal.App.4th 116 (2008).....	9, 12
<i>Laffitte v. Robert Half Internat., Inc.</i> , 1 Cal.5th 480 (2016)	16, 17
<i>Lee v. Dynamex, Inc.</i> , 166 Cal.App.4th 1325 (2008).....	13
<i>McGhee v. Bank of America</i> , 60 Cal.App.3d 442 (1976).....	14
<i>Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles</i> , 186 Cal.App.4th 399 (2010).....	12
<i>Noel v. Thrifty Payless, Inc.</i> , 7 Cal.5th 955 (2019).....	8, 13
<i>Nordstrom Com. Cases</i> , 186 Cal.App.4th 576 (2010)	4, 8, 9
<i>North County Contr. ’s Assn., Inc. v. Touchstone Ins. Svcs.</i> , 27 Cal.App.4th 1085 (1994).....	9
<i>Rebney v. Wells Fargo Bank</i> , 220 Cal.App.3d 1117 (1990)	11
<i>Richmond v. Dart Ind., Inc.</i> , 29 Cal.3d 462 (1981)	13
<i>Rose v. City of Hayward</i> , 126 Cal.App.3d 926 (1981)	12
<i>Syers Props. III, Inc. v. Rankin</i> , 226 Cal.App.4th 691 (2014).....	18
<i>Wershba v. Apple Computer, Inc.</i> , 91 Cal.App.4th 224 (2001).....	8, 9, 11, 18

CALIFORNIA STATUTES AND OTHER AUTHORITIES

Cal. Lab. Code § 2699.....	2, 8
----------------------------	------

1	Cal. Lab. Code § 2699.3.....	2
2	Cal. Rules of Court, Rule 3.769.....	8
3	FEDERAL CASES	
4	<i>Abrams v. Lightolier, Inc.</i> , 50 F.3d 1204 (3d Cir. 1995).....	18
5	<i>Amchem Products v. Windsor</i> , 521 U.S. 591 (1997)	13
6	<i>Avila v. Cold Spring Granite Co.</i> , 2018 WL 400315 (E.D. Cal. 2018)	11
7	<i>Bellinghausen v. Tractor Supply Co.</i> , 306 F.R.D. 245 (N.D. Cal 2015).....	11
8	<i>Birch v. Office Depot, Inc.</i> , Case No. 06cv1690 DMS (WMC), Doc. No. 48, ¶ 13 (S.D. Cal. 2007).....	17
9	<i>Boeing Co. v. Van Gemert</i> , 444 U.S. 472 (1980)	16
10	<i>Bratcher v. Bray-Doyle Indep. Sch. Dist. No. 42</i> , 8 F.3d 722 (10th Cir. 1993)	19
11	<i>Bravo v. Gale Triangle, Inc.</i> , 2017 WL 708766 (C.D. Cal. 2017)	11
12	<i>Briseno v. ConAgra Foods, Inc.</i> , 844 F.3d 1121 (9th Cir. 2017)	7
13	<i>Campbell v. City of Los Angeles</i> , 903 F.3d 1090 (9th Cir. 2018).....	15
14	<i>Chem. Bank v. City of Seattle (In re Wash. Pub. Power Supply Sys. Sec. Litig.)</i>	
15	19 F.3d 1291 (9th Cir. 1994).....	18
16	<i>Chu v. Wells Fargo Investments, LLC</i> , 2011 WL 672645 (N.D. Cal. 2011)	5
17	<i>City of Detroit v. Grinnell Corp.</i> , 495 F.2d 448 (2d Cir. 1974)	12
18	<i>Davis v. Cox Commc'ns California, LLC</i> , 2017 WL 1496407 (S.D. Cal. 2017)	5
19	<i>Dent v. ITC Serv. Grp., Inc.</i> , 2013 WL 5437331 (D. Nev. 2013).....	19
20	<i>Emmons v. Quest Diagnostics Clinical Lab'ys, Inc.</i> , 2017 WL 749018 (E.D. Cal. 2017)	16, 17
21	<i>Franco v. Ruiz Food Prod., Inc.</i> , 2012 WL 5941801 (E.D. Cal. 2012).....	5
22	<i>Garcia v. Gordon Trucking, Inc.</i> , 2012 WL 5364575 (E.D. Cal. 2012).....	5
23	<i>Gardner v. GC Servs., LP</i> , 2012 WL 1119534 (S.D. Cal. 2012)	12
24	<i>Gay v. Waiters' & Dairy Lunchmen's Union</i> , 489 F.Supp. 282 (N.D. Cal. 1980),	
25	<i>aff'd</i> 694 F.2d 531 (9th Cir. 1982)	13
26	<i>Hanlon v. Chrysler Corp.</i> , 150 F.3d 1011 (9th Cir. 1998).....	13, 14
27	<i>Harris v. Marhoefer</i> , 24 F.3d 16 (9th Cir. 1994).....	18
28	<i>Hensley v. Eckerhart</i> , 461 U.S. 424 (1983).....	16, 17

1	<i>Hopson v. Hanesbrands Inc.</i> , 2009 WL 928133 (N.D. Cal. 2009).....	5
2	<i>Ingalls v. Hallmark Mktg. Corp.</i> , 08cv4342 VBF (Ex), Doc. No. 77, ¶ 6 (C.D. Cal. 2009)	17
3	<i>Ingram v. The Coca Cola Co.</i> , 200 F.R.D. 685 (N.D. Ga. 2001).....	19
4	<i>In re Heritage Bond Litig.</i> , 2005 WL 1594403 (C.D. Cal. 2005).....	10, 16
5	<i>In re Omnivision Technologies, Inc.</i> , 559 F.Supp.2d 1036 (2007).....	11
6	<i>Jack v. Hartford Fire Ins. Co.</i> , 2011 WL 4899942 (S.D. Cal. 2011)	5
7	<i>Jennings v. Open Door Marketing, LLC</i> , 2018 WL 4773057 (N.D. Cal. 2018)	4
8	<i>Junkersfeld v. Med. Staffing Sols., Inc.</i> , 2022 WL 2318173 (E.D. Cal. 2022).....	4
9	<i>Kang v. Credit Bureau Connection, Inc.</i> , 2023 WL 6811994 (E.D. Cal. 2023)	10
10	<i>Kerzich v. Cnty. of Tuolumne</i> , 335 F.Supp.3d 1179 (E.D. Cal. 2018).....	9
11	<i>Linney v. Cellular Alaska P'ship</i> , 151 F.3d 1234 (9th Cir. 1998)	12
12	<i>Martin v. AmeriPride Servs., Inc.</i> , 2011 WL 2313604 (S.D. Cal. 2011).....	16
13	<i>Monterrubio v. Best Buy Stores, L.P.</i> , 291 F.R.D. 443 (E.D. Cal. 2013).....	10
14	<i>Moore v. Fitness Int'l, LLC</i> , 2014 WL 12571448 (S.D. Cal. 2014).....	5
15	<i>Nat'l Rural Telecommunications Coop. v. DIRECTV, Inc.</i> , 221 F.R.D. 523 (C.D. Cal. 2004)	10
16	<i>Officers for Justice v. Civil Serv. Comm'n</i> , 688 F.2d 615 (9th Cir. 1982).....	11
17	<i>Paul, Johnson, Alston & Hunt v. Graulity</i> , 886 F.2d 268 (9th Cir. 1989)	16
18	<i>Rangel v. PLS Check Cashers of Cal., Inc.</i> , 899 F.3d 1106 (9th Cir. 2018)	15
19	<i>Rannis v. Recchia</i> , 380 F. App'x 646 (9th Cir. 2010).....	7, 8
20	<i>Rippee v. Boston Mkt. Corp.</i> , Case No. 05cv1359 BTM (JMA), Doc. No. 70, 7-8 (S.D. Cal. 2006)	17
21	<i>Ruch v. AM Retail Grp., Inc.</i> , 2016 WL 5462451 (N.D. Cal. 2016)	5
22	<i>Schiller v. David's Bridal, Inc.</i> , 2012 WL 2117001 (E.D. Cal. 2012).....	12
23	<i>Silber v. Mabon</i> , 18 F.3d 1449 (9th Cir. 1994).....	7
24	<i>Singer v. Becton Dickinson & Co.</i> , 2010 WL 2196104 (S.D. Cal. 2010).....	5, 17
25	<i>Syed v. M-I, L.L.C.</i> , 2017 WL 714367 (E.D. Cal. 2017).....	5
26	<i>Van Vranken v. Atlantic Richfield Co.</i> , 901 F. Supp. 294 (N.D. Cal. 1995).....	19
27	<i>Vizcaino v. Microsoft Corp.</i> , 290 F.3d 1043 (9th Cir. 2002)	17
28	<i>Walsh v. CorePower Yoga LLC</i> , 2017 WL 4390168 (N.D. Cal. 2017).....	7

<i>West v. Circle K Stores, Inc.</i> , 2006 WL 8458679 (E.D. Cal. 2006)	19
<i>Wright v. Linkus Enters.</i> , 259 F.R.D. 468 (E.D. Cal. 2009).....	7
FEDERAL STATUTES AND OTHER AUTHORITIES	
Fed. R. Civ. Proc., Rule 23.....	8

I. INTRODUCTION AND OPENING SUMMARY OF ARGUMENT

Plaintiff Vanessa Ruiz (“Plaintiff”) seeks final approval of a non-reversionary wage and hour class action, collective action, and Private Attorneys General Act (“PAGA”) settlement in the gross amount of \$246,500. *See generally* Exhibit A (Joint Stipulation Regarding Class Action, Collective Action, and PAGA Settlement and Release [“Agreement”]). Plaintiff brought this lawsuit individually and on behalf of similarly situated employees who worked for Defendants Symbotic, LLC and Symbotic, Inc. (“Defendants”) (Plaintiff and Defendants sometimes collectively referred to as the “Parties”). *See generally* Exhibit B (Plaintiff’s Operative Complaint). There are 199 Class Members.

Plaintiff has alleged that Defendants 1) failed to provide overtime wages, 2) failed to provide minimum wages, 3) failed to provide meal periods or pay premiums in lieu thereof, 4) failed to provide rest periods or pay premiums in lieu thereof, 5) failed to provide accurate wage statements, 6) failed to timely pay minimum wages, 7) failed to reimburse expenses, 8) engaged in unfair competition, and 9) violated the California Equal Pay Act (“EPA”). *See generally* Exhibit B; *see also* Declaration of Justin P. Rodriguez (“Decl. Rodriguez”), ¶¶ 2, 10-11. Plaintiff has also alleged Defendants are liable for civil penalties under the PAGA based on these violations. *See id.*; Exhibit C (Plaintiff’s Ltrs. to the Labor and Workforce Development Agency [“LWDA”] Regarding PAGA Claims). Defendants have denied all of Plaintiff’s allegations in their entirety and any liability or wrongdoing of any kind. *See* Decl. Rodriguez, ¶ 6. Defendants have also denied that this case is appropriate for class certification other than for purposes of settlement. *See id.* However, subject to Court approval, the Parties have been able to compromise and settle all asserted claims as a result of extensive investigations, document and data exchanges, and extended negotiations. *See* Exhibit A. Plaintiff and Plaintiff’s counsel believe the proposed Agreement is fair, reasonable, and adequate based on the investigations, discovery, employee data exchanges, negotiations, and a detailed knowledge of the issues in this case. *See* Decl. Rodriguez, ¶¶ 7-8, 10-11; Declaration of Vanessa Ruiz (“Decl. Ruiz”), ¶ 7.

The reaction of Class Members to the preliminarily approved Agreement has been overwhelmingly positive and gives substantial support to the Agreement and all terms and allocations therein being fair, reasonable, and adequate. Zero Class Members opted out of the Settlement and there have been zero objections to the Agreement. *See* Declaration of Cassandra Polites (“Decl. Polites”), ¶¶

11-12. Accordingly, Plaintiff requests that the Court: (1) certify the settlement class; (2) certify the similarly situated Collective Members; (3) grant final approval of the Agreement; (4) find that the procedures used to notify Class Members and Collective Members complied with due process; (5) grant Plaintiff's request for attorney's fees and costs, the Incentive Award to the Class Representative, and Settlement Administrator Costs; and (5) approve and adopt the proposed order granting final approval, which is filed concurrently herewith.

II. PROCEDURAL AND LITIGATION HISTORY

Plaintiff filed a class action complaint on approximately September 11, 2023, in Sacramento County Superior Court against Defendants. Plaintiff exhausted administrative remedies under the PAGA by providing notice of the claims and violations to the LWDA. *See* Exhibit C; Cal. Lab. Code § 2699.3(a), (c)¹; Decl. Rodriguez, ¶ 3. Then, Plaintiff filed a First Amended Class Action Complaint on approximately January 12, 2024, to include a PAGA claim. *See id.*; Exhibit B. During the course of informal discovery in connection with mediation, Plaintiff believed there was sufficient basis to support minimum wage and overtime claims based on rounding. *See* Decl. Rodriguez, ¶ 4. Further investigation regarding rounding was performed and Plaintiff alleged liability for rounding at mediation. *See id.* To ensure the operative complaint and notice to the LWDA included allegations consistent with the scope of the investigation and negotiations at mediation, the Parties agreed that Plaintiff would submit an amended notice to the LWDA and file a Second Amended Complaint containing the rounding theory of liability and derivative claims under the FLSA for failure to pay overtime and minimum wages. *See id.*; Exhibit B. Plaintiff filed an amended notice with the LWDA on October 18, 2024, adding the rounding theory of liability. *See* Exhibit C; Decl. Rodriguez, ¶ 4. The LWDA did not respond to any of Plaintiff's notice letters, and, as a result, Plaintiff is authorized to act as a Private Attorney General and resolve the PAGA claims settled under the Agreement. *See id.* Plaintiff filed a Second Amended Complaint on February 13, 2025, which is the operative Complaint in this action. *See* Exhibit B. There is no date set for a motion for certification or trial in this matter. *See* Decl. Rodriguez, ¶ 5.

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

III. INVESTIGATION AND DISCOVERY CONDUCTED

Plaintiff thoroughly investigated issues affecting certification, the merits of the class and PAGA claims, and potential damages for such claims. *See id.* at ¶¶ 3-4, 7-11; Decl. Ruiz, ¶ 3. Plaintiff worked during the time all of Defendants' policies and practices at issue in the Complaint were in effect and provided information regarding these policies and practices, enabling pre-filing investigations to take place. *See* Decl. Ruiz, ¶¶ 2-6. The Parties engaged in informal discovery and exchange of documents, including a representative sampling of employee data, such as timecards, paystubs, payroll data, demographic and pay data related to the EPA claims, and relevant policies for the entirety of the statute of limitations applicable to the asserted claims. The discovery covered all aspects of the asserted claims, the scope and configuration of Class Members, the content and implementation of the policies at issue, and issues relating to manageability concerns at trial, among other relevant areas. *See* Decl. Rodriguez, ¶ 8. The information allowed Plaintiff to determine the extent and frequency of any violations in accordance with Plaintiff's contentions and create an accurate damages model. *See id.*

IV. NEGOTIATION AND PROPOSED SETTLEMENT

a. Plaintiff and Defendants Engaged in Extensive Arm's Length Negotiations

The final settlement occurred only after extended, arm's length negotiations. Over the course of approximately seventeen (17) months, Plaintiff has been investigating the claims and discussing with Defendants' counsel the merits of the claims and issues present in this case. *See id.* at ¶¶ 3, 6-11. The Parties exchanged substantial amounts of information and legal analysis in connection with these discussions. *See id.* It was only after these extended discussions, which included a full day mediation with Michael J. Loeb, that the Parties were able resolve all claims. *See id.* at ¶ 9.

b. The Terms of the Agreement

1. The following groups of individuals are covered by the Agreement: (a) Class Members, which include all non-exempt hourly employees who were employed by defendants in the State of California at any time from September 11, 2019, through December 18, 2024; (b) Collective Members, which include all non-exempt hourly employees who were employed by defendants in the State of California at any time from September 11, 2020, through December 18, 2024; and (c) PAGA Group Members, which include all non-exempt employees who were employed by Defendants in the State of

1 California at any time from September 8, 2022, to December 18, 2024. *See* Exhibit A, ¶¶ 1.4, 1.5, 1.6,
2 1.15, 1.27, 1.29. There are approximately 199 Class Members and 175 PAGA Group Members. *See*
3 Decl. Polites, ¶¶ 15, 18.

4 2. Defendants will pay the Gross Fund Value of \$246,500, which is exclusive of the
5 employer's share of payroll taxes. *See id.* at ¶ 5.1. Only those funds associated with Class Members or
6 Collective Members for whom no release is obtained (*i.e.* they opted out of the class settlement or did
7 not opt in to the FLSA portion of the settlement by cashing their Individual FLSA Payment) would be
8 returned to Defendants. *See id.* at ¶ 5.7. PAGA Group Members will still be paid their share of the
9 PAGA Fund regardless of whether they opt out of being Class Members or become Collective
10 Members. *See id.* at ¶¶ 7.5.1, 7.8.3.

11 3. Up to \$10,000 will be paid to Plaintiff as an Incentive Award. This amount will be in
12 addition to any amount Plaintiff may be entitled to under the terms of the Agreement. *See id.* at ¶ 5.4.

13 4. Subject to Court approval, the Parties have selected ILYM Group, Inc. to act as the
14 Settlement Administrator, whose final costs are \$6,950. *See* Decl. Polites, ¶ 19.

15 5. The Parties agree that \$20,000 of the Gross Fund Value shall be allocated towards
16 resolving claims under the FLSA. *See* Exhibit A, ¶ 5.6.

17 6. The Parties agree that \$20,000 of the Gross Fund Value shall be allocated to resolving
18 claims under the PAGA. Seventy-Five percent (75%) of the PAGA Fund will be paid to the LWDA
19 and Twenty-Five percent (25%) will be paid to PAGA Group Members. *See* Exhibit A, ¶ 5.5. Given
20 the risk to proving the claims on the merits, the derivative nature of the penalties, the efforts by
21 Defendants to maintain compliant policies and take corrective action, the presence of what may likely
22 be deemed good faith disputes, and the Court's discretion to reduce any penalty award, the \$20,000
23 PAGA Fund allocation represents a meaningful settlement aimed at deterring non-compliance given the
24 facts of this case. *See* Decl. Rodriguez, ¶¶ 6-11; *see also Nordstrom Com. Cases*, 186 Cal.App.4th
25 576, 589 (2010) (approving \$0 allocation to the resolution of PAGA claims based on their being
26 disputed and being part of a class settlement which was evaluated based on the terms of the agreement
27 overall); *Junkersfeld v. Med. Staffing Sols., Inc.*, 2022 WL 2318173, *8 n.2 (E.D. Cal. 2022) (collecting
28 cases with PAGA settlement values ranging from .037%-1%); *Jennings v. Open Door Marketing, LLC*,

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

7. Up to Thirty-five percent (35%) of the Gross Fund Value (\$86,275) will be paid for Plaintiff's attorneys' fees incurred in this case. Defendants will not oppose any application for attorneys' fees so long as it is within this threshold. *See id.* at ¶ 5.2. Plaintiff will also be entitled to the actual litigation costs, which are \$12,625.37. *See* Exhibit D (Plaintiff's Itemized Costs).

8. Any amounts allocated under the Agreement for Settlement Administrator Costs, any Incentive Award, and attorney's fees and costs that are not ultimately awarded by the Court will remain part of the Net Settlement Amount and be paid out to Participating Class Members on a pro rata basis as set forth in the Agreement. *See* Exhibit A, ¶¶ 5.1-5.6, 5.8. These amounts will be paid out from the Gross Fund Value, not in addition to the Gross Fund Value. *See* Exhibit A, ¶¶ 5.1-5.6.

9. Class Members who fail to timely opt-out of this settlement will waive all Released Class Claims and Collective Members who opt in to the FLSA settlement by cashing their Individual FLSA Payment will waive all Released FLSA Claims as set forth in the Agreement. *See* Exhibit A, ¶¶

1 1.14, 1.25, 1.31, 11.35, 1.36, 6.1, 6.2. PAGA Group Members will waive all Released PAGA Claims
2 as set forth in the Agreement regardless of whether they opt out of being a Class Member or opt in to
3 being a Collective Member. *See id.* at ¶¶ 1.14, 1.25, 1.27, 1.37, 6.3, 7.5.1.

4 10. For any portion of the Net Settlement Amount or PAGA Fund allocated to Participating
5 Class Members and/or PAGA Group Members that is not claimed by them by cashing their respective
6 settlement checks within 180 calendar days of issuance, the remaining amount shall be paid to the State
7 of California Unclaimed Property Fund to be held in the name of each expired check payee, pursuant to
8 applicable unclaimed property laws. *See Exhibit A, ¶ 5.8.* Because the Agreement provides a plan for
9 distribution of all funds, there is no “residue” that will need to be addressed in connection with entering
10 judgment pursuant to California Rules of Court, Rule 3.769(h). *See also In re Microsoft I-V Cases*, 135
11 Cal.App.4th 706, 718, 720, 722-724 (2006).

12 **c. Allocation of Settlement Funds**

13 The Settlement does not require the submission of a claim form. A Net Settlement Amount will
14 be determined by subtracting from the Gross Fund Value any attorneys’ fees and costs, any Incentive
15 Award, Settlement Administrator Costs, FLSA Settlement Fund, and/or PAGA Fund that are approved
16 and/or awarded by the Court. Each Class Member’s share will be determined by dividing their total
17 weeks worked within the Class Period by the total weeks worked by all Class Members within the
18 Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class
19 Member’s individual share of the Net Settlement Amount. Each Collective Member’s share of the
20 FLSA Settlement Fund will be determined by dividing their total weeks worked within the Collective
21 Period by the total weeks worked by all Collective Members within the Collective Period. That
22 fraction will then be multiplied by the FLSA Settlement Fund to arrive at the Collective Member’s
23 individual share. *See Exhibit A, ¶ 5.10.* Twenty-five percent (25%) of the payment to Participating
24 Class Members and Collective Members will be characterized as W-2 wages and seventy-five percent
25 (75%) will be characterized as 1099 income for tax reporting purposes. *See id.* ¶¶ 5.11.1-5.11.2.

26 Each PAGA Group Member’s share of the PAGA Fund will be determined by dividing their
27 total workweeks in the PAGA Period by the total workweeks by all PAGA Group Members in the
28 PAGA Period. That fraction will then be multiplied by the 25% portion of the PAGA Fund to arrive at

the PAGA Group Member's individual share. *See* Exhibit A, ¶ 5.10. The payment to PAGA Group Members will be characterized as 1099 income for tax reporting purposes. *See id.* at ¶ 5.11.3.

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

Plaintiff's motion for preliminary approval of the class action settlement was approved by the Court on March 11, 2025. The Parties enlisted an exhaustive method to ensure the best practical means possible was used to provide notice to the class. Defendants provided the Settlement Administrator with the names, last known address, dates of employment, and social security numbers for the class. The Settlement Administrator then updated this information by doing an address trace for each individual based on this initial set of information. *See* Decl. Polites, ¶¶ 5-6. If a Notice of Settlement was returned as undeliverable, further investigation was performed and they were re-mailed using updated information. *See* Decl. Polites, ¶¶ 7-10. Of the 199 mailings, only 4 were undeliverable after use of these methods. *See id.* at ¶ 10. The Notice of Settlement included information regarding the requested attorneys' fees, costs, the PAGA Payment, Settlement Administrator Costs, and tax allocations. *See* Exh. A to Decl. Polites. No objections to the settlement have been made and no Class Members opted out. *See* Decl. Polites, ¶¶ 11-12.

It is not required that Class Members be given actual notice of a class settlement; instead, the best practicable notice under the circumstances is all that is required. *See Silber v. Mabon*, 18 F.3d 1449, 1453 (9th Cir. 1994); *Briseno v. ConAgra Foods, Inc.*, 844 F.3d 1121, 1129 (9th Cir. 2017); 2017 WL 4390168, *5 (N.D. Cal. 2017); *Wright v. Linkus Enters.*, 259 F.R.D. 468, 474-75 (E.D. Cal. 2009). In *Silber v. Mabon*, 18 F.3d 1449 (9th Cir. 1994), the Court rejected a class member's argument that he had not received due process because he did not receive notice until after the opt out period, finding that, so long as the notice process utilized is the best practicable under the circumstances, due process is satisfied even if there is no actual receipt of the notice. *See Silber*, 18 F.3d at 1453-1454. A similar finding was made in *Briseno v. Conagra Foods, Inc.*, 844 F.3d 1121 (9th Cir. 2017). With regard to any undeliverable notices in this case, the Court in *Rannis v. Recchia*, 380 F. App'x 646 (9th Cir. 2010) found that class members who did not receive actual notice due to their mailings being deemed undeliverable were still properly held to be part of the class settlement because they received the best

1 notice practicable under the circumstances. *See Rannis v. Recchia*, 380 F. App'x at 650-651. In *Noel*
2 *v. Thrifty Payless, Inc.*, 7 Cal.5th 955, 980-984 (2019), the California Supreme Court noted that
3 California has adopted a similar approach.

4 The notice method in *Rannis* is similar to that used in the present case. For example, the Notice
5 of Settlement contains all information necessary for a Class Member to assess the litigation, the
6 settlement, and whether they wanted to participate, object, or opt-out. *See* Exh. A to Decl. Polites. The
7 Settlement Administrator utilized a national change of address database, forwarding notices, and skip
8 tracing in an effort to ensure that all reasonable means were exhausted in attempting to provide Class
9 Members notice of this settlement. *See* Decl. Polites, ¶¶ 5-10. Additionally, the entire motion for
10 preliminary approval, the Notice of Settlement, and all filings in this matter were available, free of
11 charge, online and accessible to all Class Members. *See* Exh. A to Decl. Polites, pg. 4. The content
12 and the manner in which notice was provided was the best practicable notice to satisfy due process.

13 **VI. THE AGREEMENT WARRANTS FINAL APPROVAL AS IT IS FAIR, REASONABLE,**
14 **AND ADEQUATE AS TO ALL CLASS MEMBERS AND COLLECTIVE MEMBERS**
15 **BASED ON THE FACTS OF THIS CASE**

16 A class action may not be dismissed, compromised, or settled without Court approval and the
17 decision to approve or reject a settlement is committed to the Court's sound discretion. *See* Cal. Rules
18 of Court, Rule 3.769; Fed. R. Civ. Proc., Rule 23(e)²; *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th
19 224, 234-35 (2001); *see also* Cal. Lab. Code § 2699(1)(2). However, "[d]ue regard should be given to
20 what is otherwise a private consensual agreement between the parties. The inquiry 'must be limited to
21 the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or
22 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole,
23 is fair, reasonable and adequate to all concerned.'" *See Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794,
24 1801 (1996); *see also Cellphone Termination Fee Cases*, 180 Cal.App.4th 1110, 1118 (2009); *In re*
25 *Microsoft I-V Cases*, 135 Cal.App.4th at 723; *Nordstrom Com. Cases*, 186 Cal.App.4th at 581. The law
26 favors settlement of lawsuits, particularly class actions and other complex cases where substantial
27 resources can be conserved by avoiding the time, expense, and rigors of formal litigation. *See*

28 ²The California Supreme Court has authorized California's trial courts to rely on these federal resources to decide class certification issues. *See Green v. Obledo*, 29 Cal.3d 126, 145-46 (1981).

1 *Cellphone Termination Fee Cases*, 180 Cal.App.4th at 1117-1118; *In re Microsoft I-V Cases*, 135
2 Cal.App.4th at 723 n.14; *Nordstrom Com. Cases*, 186 Cal.App.4th at 581.

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

4 The purpose of the Court’s final evaluation of a proposed class action settlement is to determine
5 only whether it is within the range of reasonableness. *See Wershba*, 91 Cal.App.4th at 234-35. If the
6 Court finds a proposed settlement falls within “the range of reasonableness,” it should grant final
7 approval of the class action settlement. *See, e.g., North County Contr.’s Assn., Inc. v. Touchstone Ins.*
8 *Svcs.*, 27 Cal.App.4th 1085, 1089-90 (1994); *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116,
9 133 (2008). Factors to consider in determining whether the settlement is fair, reasonable, and adequate
10 include the strength of the Plaintiff’s case, the risk, expense, complexity and likely duration of further
11 litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the
12 extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the
13 presence of a governmental participant, and the reaction of the class members to the proposed
14 settlement. *See Dunk*, 48 Cal.App.4th at 1801. Approval of FLSA settlements follow a similar approval
15 review framework where there is a bona fide dispute over the potential claims. *See Kerzich v. Cnty. of*
16 *Tuolumne*, 335 F.Supp.3d 1179, 1184 (E.D. Cal. 2018). As there is clearly a bona fide dispute over the
17 claims at issue in this case, the following approval analysis applies equally to the FLSA claims. *See id.*;
18 *see also* Decl. Rodriguez, ¶¶ 10-11. However, this Court should begin its analysis with a presumption
19 that the proposed settlement is fair. “A presumption of fairness exists where: (1) the settlement is
20 reached through arm’s length bargaining; (2) investigation and discovery are sufficient to allow counsel
21 and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage
22 of objectors is small.” *Id.* at 1802.

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

25 Settlement of this case was reached only after substantial litigation and extensive arm’s length
26 negotiations lasting nearly seventeen (17) months, which included a full day mediation. *See* Decl.
27 Rodriguez, ¶¶ 3, 8-9. At all times, the negotiations were adversarial, although still professional in
28 nature. *See id.*

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

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

12 **iii. Plaintiff’s Counsel are Experienced in Similar Litigation**

13 Plaintiff’s counsel have considerable experience in complex litigation such as class and PAGA
14 actions. *See Decl. Rodriguez*, ¶¶ 13-19. Thus, Plaintiff’s counsel are qualified to evaluate the class
15 claims, the value of settlement versus moving forward with litigation, and viability of possible
16 affirmative defenses. Plaintiff’s counsel believe that the Agreement is fair, reasonable, and adequate in
17 light of the strengths and weaknesses of the claims in this case. *See id.* at ¶ 11.

18 **iv. No Class Members Objected or Opted-Out**

19 The reaction by Class Members to the Agreement and all the terms and allocations stated
20 therein is overwhelmingly positive. Zero Class Members have objected to any aspect of the Agreement
21 and zero have opted out. *See Decl. Polites*, ¶¶ 11-12. This provides strong evidence that the settlement
22 is fair, reasonable, and adequate. *See In re Heritage Bond Litig.*, 2005 WL 1594403, *10 (C.D. Cal.
23 2005); *Nat’l Rural Telecommunications Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 529 (C.D. Cal.
24 2004).

25 **v. The Settlement is Fair, Reasonable, and Adequate Based on the Strength of**
26 **Plaintiff’s Case and the Risks and Costs of Further Litigation**

27 Plaintiff’s claims and the ability to obtain and maintain certification all the way through trial
28 were heavily disputed by Defendants. *See Decl. Rodriguez*, ¶¶ 6-10. Based on the records and facts of
this case, Plaintiff has secured a gross recovery of approximately 6% of the maximum value of the

1 claims in this matter (\$3,816,477.47) and between 17% and 47% of the more realistic range of recovery
2 (\$524,034.16 to \$1,480,009.80). *See id.* at ¶¶ 10-11. The Net Settlement Amount represents
3 approximately 2% of the maximum value of the claims in this matter and between 6.12% and 17.3% of
4 the more realistic range of recovery. *See id.* at ¶ 11. After accounting for the amounts that Class
5 Members who are also Collective Members will receive just by cashing their Individual FLSA Payment
6 checks, the percentage of recovery increases to 3% of the maximum value and between 7.48% to
7 21.12% of the more realistic range of recovery. *See id.* The highest Individual Settlement Payment to
8 Participating Class Members is approximately \$2,571.36 and the average recovery is approximately
9 \$455.53. *See Decl. Polites*, ¶ 16. After accounting for the amounts that Class Members who are also
10 Collective Members will receive just by cashing their Individual FLSA Payment checks, the highest
11 combined payment will be approximately \$3,100.84 and the average combined recovery is \$556.03.
12 *See id.* at ¶¶ 16-17; *Decl. Rodriguez*, ¶ 11. The net per workweek value for the Individual Settlement
13 Payments is approximately \$9.32 and the combined net per workweek value for the Individual
14 Settlement Payment and Individual FLSA Payment is \$11.37. *See Decl. Rodriguez*, ¶ 11.

15 This settlement is a reasonable compromise of the class and PAGA claims, and is within the
16 percentile ranges of the total available damages that have been approved in other class settlements. *See*
17 *Wershba*, 91 Cal.App.4th at 246, 250; *Rebney v. Wells Fargo Bank*, 220 Cal.App.3d 1117, 1139
18 (1990); *Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 628 (9th Cir. 1982); *see also In re*
19 *Omnivision Technologies, Inc.*, 559 F.Supp.2d 1036, 1042 (2007) (noting that certainty of recovery in
20 settlement of 6% of maximum potential recovery after reduction for attorney's fees was higher than
21 median percentage for recoveries in shareholder class action settlements, averaging 2.2%-3% from
22 2000 through 2002); *Bravo v. Gale Triangle, Inc.*, 2017 WL 708766, *2, *10 (C.D. Cal. 2017)
23 (approving a settlement where the net recovery to class members was approximately 7.5% of the
24 projected maximum recovery amount [\$210,500/\$2,750,000]); *Avila v. Cold Spring Granite Co.*, 2018
25 WL 400315, *2, *6 (E.D. Cal. 2018) (approving a settlement with a gross recovery of 11% of the
26 projected maximum damages available [\$500,000/\$4,441,633.60]) and a net recovery of approximately
27 6.7% of the projected maximum recovery [\$297,332.98/\$4,441,633.60]); *Bellinghausen v. Tractor*
28 *Supply Co.*, 306 F.R.D. 245, 256 (N.D. Cal. 2015) (approving a settlement where the gross recovery

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

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

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

21 Plaintiff has thoroughly set forth the realistic range of outcomes in this litigation as well as the
22 data points relied upon in reaching these ranges. *See* Decl. Rodriguez ¶¶ 10-11. The record
23 demonstrates that the compromises made by Plaintiff were reasonable and have resulted in a settlement
24 with recovery percentage well within the range of what has been found to be sufficient in several other
25 cases. *See, supra*, Section VI.a.v; *see also* *Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1242 (9th
26 Cir. 1998) ("The fact that a proposed settlement may only amount to a fraction of the potential recovery
27 does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be
28 disapproved"); *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 455 (2d Cir. 1974) ("In fact there is no

reason, at least in theory, why a satisfactory settlement could not amount to a hundredth or even a thousandth part of a single percent of the potential recovery”).

b. Certification of the Class is Appropriate

i. The Proposed Settlement Class is Ascertainable and Sufficiently Numerous

The settlement class is ascertainable because all Class Members can be readily identified through employee personnel and payroll files. *See Noel*, 7 Cal.5th at 980; *Rose v. City of Hayward*, 126 Cal.App.3d 926, 932 (1981); *Lee v. Dynamex, Inc.*, 166 Cal.App.4th 1325, 1334 (2008). The numerosity requirement is met because there are 199 individuals who fall within the definition of Class Member, which makes joinder of all members impracticable. *See Gay v. Waiters’ & Dairy Lunchmen’s Union*, 489 F.Supp. 282 (N.D. Cal. 1980), *aff’d* 694 F.2d 531 (9th Cir. 1982); *Hebbard v. Calgrove*, 28 Cal.App.3d 1017, 1030 (1972) (noting no set minimum to meet the numerosity prerequisite, but a class as few as twenty-eight (28) members is acceptable). Thus, these requirements are satisfied.

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

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

The common questions of law and fact in this case stem from Plaintiff’s contention that Defendants 1) failed to pay Plaintiff and similarly situated employees for the time it took them to walk back and forth from the entrance of the building before and after the end of their shift to clock in and

³When assessing predominance and superiority, a court may consider that the class will be certified for settlement purposes only and that manageability of trial is therefore irrelevant. *See Amchem Products v. Windsor*, 521 U.S. 591 (1997).

1 out, 2) rounded employees hours worked to the nearest quarter hour up until approximately November
2 2023, 3) failed to pay Plaintiff and similarly situated employees for off the clock work for tasks
3 performed after business hours, such as responding to phone calls, emails, and texts, 4) failed to pay
4 Plaintiff and similarly situated employees the correct amount of retroactive pay after their raises, 5)
5 failed to incorporate the value of bonuses into the regular rate of pay in calculating Plaintiff's and
6 similarly situated employees' premium wages, including overtime, meal and rest period premiums, and
7 sick leave, 6) failed to pay restrictive stock units ("RSUs") that were vested to Plaintiff and to similarly
8 situated employees, 7) failed to incorporate the value of the RSUs into the regular rate of pay in
9 calculating Plaintiff's and similarly situated employees' premium wages, including overtime, meal and
10 rest period premiums, and sick leave, 8) did not provide Plaintiff and similarly situated employees with
11 compliant meal and rest periods, 9) did not reimburse Plaintiff and similarly situated employees for the
12 use of their personal cell phones for work purposes, such as to communicate with managers, supervisors,
13 and other employees regarding work issues and scheduling, and 10) paid similarly situated female
14 employees less than male employees with similar skill, education, and experience for substantially
15 similar work under similar working conditions. *See* Exhibit B. The waiting time penalties, unfair
16 competition, and PAGA claims are derivative of these violations. *See id.* Plaintiff and the Class
17 Members seek the same remedies under state law. Under these specific circumstances, the commonality
18 and predominance requirements are satisfied. Regarding the typicality requirement, Plaintiff contends
19 she suffered from the same unlawful policies, treatment, and circumstances as Class Members did, will
20 request the same remedies, and will rely on the same methods of proof to establish liability and
21 damages. *See id.* Thus, the typicality requirement is also satisfied for settlement purposes.

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

23 The adequacy of representation requirement is met if the named representative and counsel have
24 no interests adverse to those of the putative class members and are committed to vigorously prosecuting
25 the case on behalf of the class. *See Hanlon*, 150 F.3d at 1020; *McGhee v. Bank of America*, 60
26 Cal.App.3d 442, 450-51 (1976). Those standards are met here. Under the Agreement, Plaintiff and
27 Class Members will receive a pro rata share of the settlement based on their number of workweeks. *See*
28 Exhibit A. Finally, any settlement class member who wished to opt-out of the settlement was able to

1 do so, and he or she was also able to dispute the number of workweeks stated in the Notice of
2 Settlement.

3 There is no conflict of interest between Plaintiff and Class Members. Plaintiff and Plaintiff's
4 counsel have pursued the claims made in the operative Complaint vigorously on behalf of the class.
5 Plaintiff's counsel, with Plaintiff's assistance, thoroughly investigated the claims made in this case by
6 speaking with Plaintiff and reviewing substantial amounts of documents. Plaintiff's counsel thereafter
7 engaged Defendants' counsel in settlement discussions over the course of approximately seventeen (17)
8 months. Moreover, Plaintiff's counsel has experience defending and bringing wage and hour claims.
9 Because Plaintiff's counsel has vigorously pursued Plaintiff's and the Class Members' claims, the
10 adequacy requirement is met. *See generally* Decl. Rodriguez.

11 **c. Certification of the FLSA Collective Members is Appropriate**

12 "Party plaintiffs are similarly situated, and may proceed in a collective, to the extent they share
13 a similar issue of law or fact material to the disposition of their FLSA claims." *See Campbell v. City of*
14 *Los Angeles*, 903 F.3d 1090, 1117 (9th Cir. 2018). For the reasons outlined above, which support
15 certifying the settlement class, the Court should also approve the certification of the FLSA collective
16 action claims for Collective Members. While Plaintiff does not believe it is ultimately necessary for
17 Collective Members to "opt in" to the FLSA settlement by cashing their Individual FLSA Payment to
18 effectuate a release of the FLSA claims in this case, Defendants are a nationwide employer and the
19 requirement to do so under the Agreement was a compromise to ensure there was no questions
20 regarding the applicability of the FLSA waiver in jurisdictions other than the Ninth Circuit or
21 California. *See Rangel v. PLS Check Cashers of Cal., Inc.*, 899 F.3d 1106, 1110–11 (9th Cir. 2018)
22 (holding opt-out release of California state law claims was res judicata against FLSA claims "which
23 were direct federal law counterparts to the state law claims settled"); *Amaro v. Anaheim Arena Mgmt.,*
24 *LLC*, 69 Cal.App.5th 521, 539–541 (2021) (affirming release of FLSA claims).

25 **VII. THE AMOUNTS REQUESTED FOR ATTORNEY'S FEES AND COSTS, INCENTIVE**
26 **AWARD TO THE CLASS REPRESENTATIVE, AND SETTLEMENT**
27 **ADMINISTRATOR COSTS ARE REASONABLE AND SHOULD BE APPROVED**

28 The Notice of Settlement sent to Class Members and Collective Members specifically identified
the allocations for attorney's fees and costs, the Incentive Award, and Settlement Administrator Costs.

1 See Exh. A to Decl. Polites. The reaction of Class Members to these requested amounts provides useful
2 evidence of whether they are reasonable. See *In re Heritage Bond Litig.*, 2005 WL 1594403, *21 (“The
3 absence of objections or disapproval by class members to Class Counsel’s fee request further supports
4 finding the fee request reasonable”). There were no objections raised to the Agreement or any term or
5 allocation therein. See Decl. Polites ¶ 12. In addition to Class Members’ reactions supporting the
6 requested amount, the facts and applicable case law also support awarding these amounts in full.

7 An award of attorney’s fees should include compensation for all hours reasonably spent. See
8 *Ketchum v. Moses*, 24 Cal.4th 1122, 1133 (2001); see also *Hensley v. Eckerhart*, 461 U.S. 424, 431
9 (1983) (finding hours are reasonably spent if they are the kind normally billed to a fee-paying client).
10 California has not adopted any “benchmark” percentage utilized by several federal courts. See *Emmons*
11 *v. Quest Diagnostics Clinical Lab’s, Inc.*, 2017 WL 749018, *7 (E.D. Cal. 2017) (“Notably, while the
12 California Supreme Court recognized the Ninth Circuit’s 25 percent benchmark for percentage awards
13 in common fund cases, it did not adopt such a benchmark for California cases”). Instead, “[t]he
14 benchmark in determining attorney fees is reasonableness.” *Karton v. Ari Design & Constr., Inc.*, 61
15 Cal.App.5th 734, 744 (2021).

16 **a. A Fee of Thirty-Five Percent of the Common Fund Is Reasonable Because It Is Within**
17 **the Ranges Historically Approved by Courts in Class Settlements and a Lodestar**
18 **Cross Check Validates the Proposed Fee**

19 An award of attorney’s fees under the common fund doctrine is appropriate in this case as there
20 is a sufficiently identifiable class of beneficiaries (e.g. the settlement class), the benefits received can be
21 accurately traced to the settlement Plaintiff and Class Counsel were able to negotiate on behalf of Class
22 Members and Collective Members, and the fee can be shifted with exactitude to those benefiting as the
23 fee request is a specific, lump-sum percentage of the fund. See *Laffitte v. Robert Half Internat., Inc.*, 1
24 Cal.5th 480, 506 (2016); *Paul, Johnson, Alston & Hunt v. Gaulty*, 886 F.2d 268, 271 (9th Cir. 1989);
25 *Boeing Co. v. Van Gemert*, 444 U.S. 472, 477-478 (1980) (“A lawyer who recovers a common fund for
26 the benefit of persons other than . . . her client is entitled to a reasonable attorney’s fee from the fund as
27 a whole.”). The requested fee, 35% of the common fund, is within ranges awarded in other cases. This
28 is well within the range of fee awards percentages approved in common fund cases. See, e.g., *Martin v.*
AmeriPride Servs., Inc., 2011 WL 2313604, *8 (S.D. Cal. 2011) (collecting cases and noting fee

1 awards may range between 30%-40% where the gross settlement amount is less than \$10 million);
2 *Singer*, 2010 WL 2196104, *8 (collecting cases wherein the fee awards ranged from 33.33% to 40% of
3 the gross settlement amount, including *Ingalls v. Hallmark Mktg. Corp.*, 08cv4342 VBF (Ex), Doc. No.
4 77, ¶ 6 (C.D. Cal. Oct. 16, 2009) [awarding 33.33% fee in a \$5.6 million wage and hour class action
5 settlement], *Birch v. Office Depot, Inc.*, Case No. 06cv1690 DMS (WMC), Doc. No. 48, ¶ 13 (S.D. Cal.
6 Sept. 28, 2007) [awarding a 40% fee in a \$16 million wage and hour class action settlement], and
7 *Rippee v. Boston Mkt. Corp.*, Case No. 05cv1359 BTM (JMA), Doc. No. 70, at 7–8 (S.D. Cal. Oct. 10,
8 2006) [awarding a 40% fee in a \$3.75 million wage and hour class action settlement]).

9 To the extent there may be some Courts that have granted fees at a percentage less than 35%,
10 that does not justify an arbitrary cap on Class Counsel’s fees in this case. First, in many instances, the
11 treatises or cases discussing these percentages are relying on federal decisions guided by a
12 “benchmark” percentage of 25% that has not been adopted by the California Supreme Court. *See*
13 *Emmons*, 2017 WL 749018, *7. This artificially lowers the average percentage of fees awarded.
14 Second, many of the same decisions and treatises refer to cases that have a substantial gross settlement
15 fund to begin with, which will generally correspond to a lower percentage of fees being deemed
16 reasonable. *See Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1052 (9th Cir. 2002) (compiling an
17 appendix of class settlements with gross settlement funds of \$53 million to \$193 million and a range of
18 2.8% to 40% in awarded attorney’s fees, averaging approximately 22%). Rather than acting as a cap on
19 any fee, the percentages applied in cases are a tool to cross check the reasonableness of the fee just as
20 the lodestar method is a tool to cross check the reasonableness of the requested percentage. *See Karton*,
21 61 Cal.App.5th at 744; *Vizcaino*, 290 F.3d at 1048 (“courts cannot rationally apply any particular
22 percentage—whether 13.6 percent, 25 percent or any other number—in the abstract, without reference
23 to all the circumstances of the case”).

24 A lodestar cross check validates the fee request. *See Laffitte*, 1 Cal.5th at 503-506. Again, an
25 award of attorney’s fees should include compensation for all hours reasonably spent. *See Ketchum*, 24
26 Cal.4th at 1133; *see also Hensley*, 461 U.S. at 431 (finding hours are reasonably spent if they are the
27 kind normally billed to a fee-paying client). Class Counsel will have spent approximately 285.2 hours
28 performing tasks that would normally be billed to any fee playing client in complex litigation after

1 monitoring the disbursement of all funds and compliance hearing(s). *See* Decl. Rodriguez, ¶ 21;
2 Exhibit F (Summary of Plaintiff’s Counsel’s Hours); *Syers Props. III, Inc. v. Rankin*, 226 Cal.App.4th
3 691, 699 (2014) (“Because time records are not required under California law ... , there is no required
4 level of detail that counsel must achieve.”) (internal quotations omitted). At the prevailing market rates
5 for Class Counsel’s level of experience and this type of complex litigation, this equates to a lodestar of
6 approximately \$167,930. *See* Decl. Rodriguez, ¶¶ 20-22; *Children’s Hosp. and Med. Ctr. v. Bonta*, 97
7 Cal.App.4th 740, 746 (2002) (noting rates were reasonable where they were “within the range of
8 reasonable rates charged by and judicially awarded comparable attorneys for comparable work”).

9 The reasonableness of Class Counsel’s fee request is also demonstrated by the fact that the
10 amount requested would not require any multiplier of Class Counsel’s lodestar. Multipliers are
11 typically awarded in contingent fee litigation to compensate counsel for the risk of non-payment. *See*
12 *Chem. Bank v. City of Seattle (In re Wash. Pub. Power Supply Sys. Sec. Litig.)*, 19 F.3d 1291, 1299 (9th
13 Cir. 1994). Moreover, “in the common fund context, attorneys whose compensation depends on their
14 winning the case, must make up in compensation in the cases they win for the lack of compensation in
15 the cases they lose.” *Id.* at 1300-01; *see also Ketchum*, 24 Cal.4th at 1138 (“The adjustment to the
16 lodestar figure, *e.g.*, to provide a fee enhancement reflecting the risk that the attorney will not receive
17 payment if the suit does not succeed, constitutes earned compensation; unlike a windfall, it is neither
18 unexpected nor fortuitous”); *Wershba*, 91 Cal.App.4th at 255 (“Multipliers can range from 2 to 4 or
19 even higher”). Given that the requested fee would actually result in a negative multiplier rather than
20 the positive 2x-4x range typically applied by Courts, a lodestar cross check validates the common fund
21 percentage requested and the Court should grant Plaintiff’s Counsel’s fee request. *See* Decl. Rodriguez,
22 ¶¶ 20-22; *Wershba*, 91 Cal.App.4th at 255.

23 **b. Class Counsel’s Expenses and Costs Were Necessarily Incurred to Achieve the Benefit**
24 **Obtained**

25 The appropriate analysis in determining whether particular costs are compensable is whether
26 they are of the type typically billed by attorneys to paying clients in the marketplace. *See Harris v.*
27 *Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (“Harris may recover as part of the award of attorney’s fees
28 those out-of pocket expenses that ‘would normally be charged to a fee paying client’”); *Abrams v.*

1 *Lightolier, Inc.*, 50 F.3d 1204, 1225 (3d Cir. 1995); *Bratcher v. Bray-Doyle Indep. Sch. Dist. No. 42*, 8
2 F.3d 722, 725-26 (10th Cir. 1993). The categories of expenses for which Class Counsel seeks
3 reimbursement here are categories normally charged to hourly clients and, therefore, should be
4 reimbursed out of the common fund. *See* Decl. Rodriguez, ¶ 23; Exhibit D.

5 **c. The Requested Incentive Award to the Class Representative Is Justified In Light of**
6 **The Results Achieved for the Class and the Burdens Experienced By the Class**
7 **Representative, Including A General Release of Her Individual Claims**

8 A service payment to a named plaintiff is intended to recognize their time and effort on behalf
9 of the class. Indeed, courts routinely approve incentive awards to compensate named plaintiffs for the
10 services they provide and the risks they incurred during the course of the class action litigation. *See*
11 *Ingram v. The Coca Cola Co.*, 200 F.R.D. 685, 694 (N.D. Ga. 2001). In *Ingram*, the Court approved
12 incentive awards of \$300,000.00 to each named plaintiff in recognition of the services they provided to
13 the class by responding to discovery, participating in the mediation process, and taking the risk of
14 stepping forward on behalf of the class. *See id.* at 694; *see also Van Vranken v. Atlantic Richfield Co.*,
15 901 F.Supp. 294 (N.D. Cal. 1995) (approving a \$50,000.00 participation award); *Cellphone*
16 *Termination Fee Cases*, 186 Cal.App.4th at 1393 (approving \$10,000 awards to each of the four (4)
named plaintiffs).

17 In this case, Plaintiff spent approximately 80-100 hours providing substantial support in helping
18 to secure payment to Class Members and Collective Members. Plaintiff provided and explained a
19 substantial number of documents critical to helping establish important facts central to this case and
20 participated in substantial amount of informal discovery. *See* Decl. Lomeli, ¶¶ 5-7. Plaintiff has also
21 entered into a general release of all claims under the Settlement, which is broader than any release by
22 Class Members or Collective Members. Payment of \$10,000.00 to the Class Representative is
23 appropriate given the risk, assistance, time required, and burden experienced in bringing and resolving
24 this case, especially since this amount was identified in the Notice of Settlement and no objections to it
25 have been received. *See West v. Circle K Stores, Inc.*, 2006 WL 8458679, *2-3, *7-*8 (E.D. Cal.
26 2006) (awarding \$15,000 to each of the named representatives who spent 100 hours and 80 hours,
27 respectively, prosecuting the case on behalf of class members); *Dent v. ITC Serv. Croup*, 2013 WL
28

5437331, *4, *7, *9 (D. Nev. 2013) (awarding a \$15,000 representative enhancement out of a \$150,000 settlement for approximately 530 class members).

d. The Court Should Approve the Payment of Settlement Administrator Costs

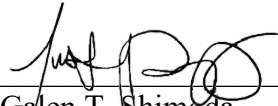
Since being preliminarily approved as the Settlement Administrator, ILYM Group, Inc., has carried out its duties as set forth in the Court's order and the Agreement. *See generally See Decl. Brown.* Under the Agreement, a maximum of \$15,000 was set aside for potential Settlement Administrator Costs. ILYM Group, Inc.'s, final costs are \$6,950.00, well under the potential maximum Class Members were given notice of. Plaintiff requests that the Court approve payment to the Settlement Administrator in the amount of \$6,950.00 to compensate it for the costs of administration as part of the final order approving the Settlement.

VIII. CONCLUSION

For all of the foregoing reasons, Plaintiff respectfully requests that this Court certify the class for settlement purposes; grant final approval of the proposed settlement, including the Incentive Award, the payment to the LWDA under PAGA, payment of Settlement Administrator Costs, and Class Counsel's application for reasonable attorneys' fees and costs; find that the Notice of Settlement, and administration process satisfied Class Members' due process rights; and approve the proposed order submitted concurrently herewith.

Shimoda & Rodriguez Law, PC

Dated: June 13, 2025

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

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7 Attorneys for Plaintiff VANESSA RUIZ

8
9 **SUPERIOR COURT OF CALIFORNIA**
10 **FOR THE COUNTY OF SACRAMENTO**

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

13 Plaintiff,

14 vs.

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

18 Defendants.

Case No. 23CV008326

*Assigned for All Purposes to Hon. Jill H. Talley
Department 23*

CLASS ACTION

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

Date: July 11, 2025

Time: 9:00 a.m.

Dept.: 23

Judge: Hon. Jill H. Talley

Filed: September 11, 2023

FAC Filed: January 12, 2024

SAC Filed: February 13, 2025

Trial Date: None Set

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

Dated: June 13, 2025

Shimoda & Rodriguez Law, PC

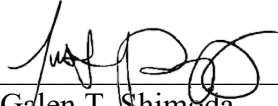
By: 
 Galen T. Shimoda
 Justin P. Rodriguez
 Renald Konini
 Attorneys for Plaintiff

EXHIBIT A

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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.

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

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

3 5.13 Certification For Settlement Purposes: The Parties agree that, for purposes of settlement
4 only, certification of the class as defined in Section 1.4 and 4.1 is appropriate and the requisites for
5 establishing class certification have been met and are met.

6 5.14 Adequacy of Class Counsel and Class Representative: The Parties agree that, for purposes
7 of settlement only, Class Counsel and Plaintiff are adequate representatives for Class Members and PAGA
8 Group Members.

9 **6. RELEASE**

10 6.1 Class Release: Upon the Effective Date, all Participating Class Members, on behalf of
11 themselves and their respective former and present representatives, agents, attorneys, heirs, administrators,
12 successors, and assigns, will be deemed to fully, finally and forever release the Released Parties from all
13 Released Class Claims. In addition, on the Effective Date, all Participating Class Members and their
14 successors in interest will be permanently enjoined and forever barred from prosecuting any of the Released
15 Class Claims against any of the Released Parties.

16 6.2 FLSA Release: All Collective Members who opt-in by cashing their respective Individual
17 FLSA Payment will be deemed to fully, finally and forever release the Released FLSA Claims as to all
18 Released Parties. Collective Members who opt-in by cashing their respective Individual FLSA Payment,
19 and their successors in interest, will be permanently enjoined and forever barred from prosecuting any of
20 Released FLSA Claims against the Released Parties.

21 6.3 PAGA Release: Upon the Effective Date, all PAGA Group Members will be deemed to
22 fully, finally and forever released the Released PAGA Claims as to all Released Parties. In addition, on
23 the Effective Date, all PAGA Group Members and their successors in interest will be permanently enjoined
24 and forever barred from prosecuting any of the Released PAGA Claims against any of the Released Parties.
25 It is understood that PAGA Group Members will not have the opportunity to opt out of the Released
26 PAGA Claims. Further, the PAGA Group Members are bound by the Released PAGA Claims regardless
27 of whether they cash and/or otherwise negotiate their Individual PAGA Payment.
28

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

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

6 10.11 Non-Disparagement: Plaintiff promises not to do or say anything, verbally or in writing,
7 directly or indirectly, including on any social media, that disparages Defendants.

8 10.12 Notices: Unless otherwise specifically provided herein, all notices, demands, or other
9 communications given hereunder shall be in writing and shall be deemed to have been duly given as of the
10 third business day after mailing by United States certified mail, return receipt requested, addressed as
11 follows:

12 To Plaintiff and the Class:

13 Galen T. Shimoda, Justin P. Rodriguez and Renald Konini
14 Shimoda & Rodriguez Law, PC
15 9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624

16 To Defendants:

17 Michael Kopp
18 Lilah J. Wylde
19 Seyfarth Shaw LLP
20 400 Capitol Mall, Suite 2300
Sacramento, CA 95814-2300
Telephone: (916) 498-7001
Facsimile: (916) 288-6333

21 10.13 Confidentiality: Class Representative and her counsel shall not publicize the settlement on
22 their websites, in advertising/marketing materials or on social media, other than filing documents with the
23 Court. The Parties and their counsel agree that they will not issue any press releases or initiate any contact
24 with the media about the fact, amount, or terms of the settlement. If counsel for any party receives an
25 inquiry about the settlement from the media, counsel may respond only after the motion for approval of the
26 settlement has been filed and only by confirming the accurate terms of the settlement. Nothing in this
27 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

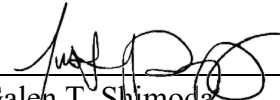
Date: _____

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: _____

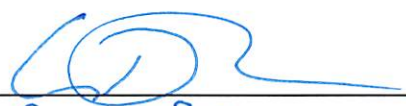
Vanessa Ruiz

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 APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

14 Dated: _____

13 By: _____
Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorney for Plaintiff

17 APPROVED AS TO FORM

SEYFARTH SHAW LLP

19 Dated: January 8, 2025

20 
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 **EIGHTH CAUSE OF ACTION**
30 **WAITING TIME PENALTIES**
31 **(As to all Defendants)**

32 78. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 77 as though fully
33 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:

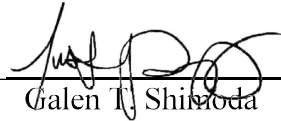
- 24 a. Penalties as provided for in Labor Code section 226, including the greater of all
- 25 actual damages or fifty dollars (\$50.00) for the initial pay period in which the
- 26 violation occurred and one hundred dollars (\$100.00) per employee for each
- 27 violation in the subsequent pay periods, 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:



Galen T. Shimoda

Justin P. Rodriguez

Renald Konini

Attorneys for Plaintiff

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 9th 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

EXHIBIT B

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Renald Konini (Cal. State Bar No. 312080)
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Attorneys for Plaintiff VANESSA RUIZ

ELECTRONICALLY FILED
Superior Court of California
County of Sacramento
02/13/2025

By: A. Gray Deputy

**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).

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

PARTIES

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

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

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

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

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

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

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

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

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

1 work performed off the clock. Plaintiff is informed and believes that Defendants did not pay overtime to
2 similarly situated employees for off the clock work. Defendants paid Plaintiff and similarly situated
3 employees a bonus for some time during Plaintiff's employment period. For one particular type of
4 bonus, the amount was approximately between \$100 to \$150 per pay period and paid if they had good
5 attendance and did not miss days from work. However, Defendants failed to incorporate the value of the
6 bonus into the regular rate of pay in calculating Plaintiff's and similarly situated employees' premium
7 wages, including overtime, meal and rest period premiums, and sick leave. Additionally, Defendants
8 also issued restricted stock units ("Symbotic RSUs") as part of an incentive compensation plan to
9 Plaintiff and similarly situated employees. A portion of Plaintiff's Symbotic RSUs vested while
10 Plaintiff worked for Defendants. For example, a payroll statement issued by Defendants on January 6,
11 2023, shows an amount of \$2,650.68 as earnings of RSUs corresponding to pay period of December 18,
12 2022, to December 31, 2023. Another payroll statement issued on January 9, 2023, shows an amount of
13 \$2,660.84 as earnings of RSUs corresponding to pay period December 29, 2022, to January 4, 2023.
14 However, Defendants never paid Plaintiff these RSUs, even though they had vested and were earned as
15 wages by Plaintiff. Defendants did not even include these RSUs in Plaintiff's last paycheck. Plaintiff is
16 informed and believes that Defendants failed to pay the RSUs on time to other similarly situated
17 employees. Additionally, Defendants failed to incorporate the value of the Symbotic RSUs into the
18 regular rate of pay in calculating Plaintiff's and similarly situated employees' premium wages, including
19 overtime, meal and rest period premiums, and sick leave.

20 26. Defendants did not inform Plaintiff and similarly situated employees that they were
21 entitled to a thirty (30) minute meal for every five (5) hours of work and a ten (10) minute break for
22 every four (4) hours of work or a fraction thereof. Due to the fast pace of the work and lack of staffing,
23 Plaintiff and similarly situated employees failed to take all their meal periods and to take timely meal
24 and rest periods. Defendants also interrupted Plaintiff and similarly situated employees during some of
25 their meal and rest periods. For example, Plaintiff took many late meal periods after her fifth hour of
26 work because she was busy performing different tasks. Also, Defendants interrupted Plaintiff and
27 similarly situated employees many times to answer questions or perform different tasks during their
28 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

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

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

77. 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.

EIGHTH CAUSE OF ACTION
WAITING TIME PENALTIES
(As to all Defendants)

78. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 77 as though fully 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.

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

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

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

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

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

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

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

- 22 • Violation of Labor Code §§ 510, 1194; IWC Wage Order 4, § 3 (Failure to Pay Overtime
23 Wages)
 - 24 • Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 4, § 4 (Failure to Pay
25 Minimum Wages)
 - 26 • Violation of Labor Code §§ 226.7, 512 and Wage Order No. 4, §§ 11(A) and 11(B)
27 (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- 28

- 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

Dated: January 7, 2025

Shimoda & Rodriguez Law, PC

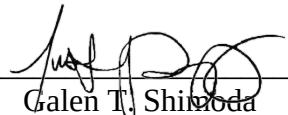
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EXHIBIT C



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1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Vanessa Ruiz v. Symbotic LLC, et al.*

Dear Labor Commissioner,

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

Symbotic, LLC
200 Research Drive
Wilmington, MA 01887

Symbotic, Inc.
200 Research Drive
Wilmington, MA 01887

Richard B. Cohen
200 Research Drive
Wilmington, MA 01887

We are setting forth the “facts and theories” to support each of the counts found within this complaint. Please notify us of your intent to investigate any or all of the claims alleged herein against Symbotic, LLC, Symbotic, Inc., and Richard B. Cohen (“Defendants”). Should you decide not to investigate, we request that you allow us to bring the following action on behalf of Plaintiff and all Aggrieved Employees, pursuant to Labor Code section 2699(a). Specifically, Aggrieved Employees shall include, but is not limited to the following: all individuals who have worked, or continue to work, for Defendants in California at any time between one year prior to the filing of this notice to the present date. Plaintiff is clearly entitled to bring a Private Attorneys General Act (“PAGA”) claim for civil penalties on behalf of these individuals pursuant to *Huff v. Securitas Security Services USA, Inc.*, 23 Cal.App.5th 745, 757 (2018) (finding a plaintiff has PAGA standing if affected by one of the alleged violations; the plaintiff need not have personally experienced all the violations pursued in PAGA action).



A. FACTS

Plaintiff 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 Aggrieved 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 Aggrieved 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 correct 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, count all the stock of the parts in the stock room, provide discrepancy reports to Defendants, training technicians in current software that Defendants used 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.

Plaintiff and Aggrieved Employees worked over eight (8) hours per day and forty (40) hours per week. Plaintiff and Aggrieved Employees worked in a fast-paced working environment and were busy most of the time. Plaintiff and Aggrieve Employees clocked in and out using a fingerprint operated timekeeping system. The timekeeping device was located in the middle of the warehouse distribution center where Plaintiff and Aggrieved Employees worked. It would take approximately five (5) minutes for Plaintiff and Aggrieved Employees to walk from the entrance of the building to Defendant’s timekeeping device. Plaintiff and Aggrieved Employees would walk for approximately five (5) minutes to the timekeeping device to clock in prior to their shift and another five (5) minutes after the end of their shift since they had to walk back from the timekeeping device to the entrance/exit doors of the building. As a result, Plaintiff and Aggrieved Employees spent on average approximately ten (10) minutes per day just to clock in and clock out before and after her shift.

Furthermore, Defendants’ employees and/or managers would contact Plaintiff on her personal cell phone after she had clocked out to perform certain tasks, respond to emails. Furthermore, technicians would contact Plaintiff after her work hours with questions and



different issues. Vendors and shipping companies would call Plaintiff after work hours to obtain information regarding different orders and shipments. Defendants were aware of such occurrences. Plaintiff estimates that she spent approximately twenty (20) minutes per week performing such tasks off the clock that she was not paid for. Plaintiff is informed and believes that other Aggrieved Employees worked off the clock and were not paid for.

Additionally, Defendants paid Plaintiff and Aggrieved Employees retroactive pay when they received a raise. However, the retroactive pay was not calculated accurately to reflect the correct amount of wages. For example, Defendants paid Plaintiff retroactively for the pay period of January 2, 2022, to January 15, 2022. The retroactive pay amount was \$6.16. However, accounting for a raise of \$0.77 per hour, Defendants should have paid Plaintiff \$58.32. Thus, the retroactive payment amount was short \$52.16. Plaintiff is informed and believes that Aggrieved Employees were subject to such inaccurate wage calculations.

Furthermore, Plaintiff and Aggrieved Employees worked overtime because of the 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 Aggrieved Employees overtime for work that occurred off the clock. Defendants paid Plaintiff and Aggrieved 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 attendance bonus into the regular rate of pay in calculating Plaintiff's and Aggrieved 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 Aggrieved 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 Aggrieved Employees' premium wages, including overtime, meal and rest period premiums, and sick leave.

Defendants did not inform Plaintiff and Aggrieved 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 Aggrieved Employees failed to take all their meal periods and to take timely meal and rest periods. Defendants also interrupted Plaintiff and Aggrieved 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 Aggrieved 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 and the tasks that needed to be done. Plaintiff is informed and believes that Aggrieved Employees were also interrupted during their rest breaks and took late rest breaks due to manager's demands and requests during rest periods.

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

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

As of this date of this letter, Defendants have not paid Plaintiff and Aggrieved Employees all the minimum wages, overtime wages, meal and rest period premiums, sick leave wages, earned RSUs owed to them.

Symbotic LLC identified Richard B. Cohen, as its manager or member, as of April 13, 2023, in its filing with the California Secretary of State. Plaintiff is informed and believes that Mr. Cohen was responsible for creating and electing to implement the payroll and compensation policies and practices identified herein and/or that Mr. Cohen was aware of such policies and practices and ratified them. Plaintiff is informed and believes that Richard B. Cohen holds similar positions and duties for Symbotic, Inc.



Additionally, Plaintiff was systematically paid lower wages than male employees with similar skill, education, and experience for substantially similar work under similar working conditions. 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 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.

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.

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.

Defendant's job positions at Plaintiff's worksite included 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 was out of the office, the maintenance manager would cover for Plaintiff and perform most of the work that Plaintiff performed daily. The maintenance manager's duties included but were not limited to overseeing the part's specialist and the technicians. If there was anything wrong with the software system, the maintenance manager would tell Plaintiff and the technicians what he needed. Then, Plaintiff would order the parts that were needed. Technician's job duties included



but were not limited to maintaining the robots, ask the part's specialist to order certain parts that were needed.

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

Plaintiff found it easy to perform maintenance manager's duties and tasks because they were substantially the same as her work as a part's specialist. However, Plaintiff is informed and believes that the maintenance manager was paid about \$80,000 per year and the technicians were paid about \$25-\$27 per hour. Furthermore, there was minimal training for an employee to become a technician. Technicians' work involved making sure that the system kept running, if something went wrong, they had to clear the HMI screen and restart the system. Technicians were known as fault chasers. The training lasted one week, and no special certificates, education, or diplomas were required. To become a maintenance technician, required a little more training and Defendants trained technicians how to work on robots. Plaintiff is informed and believes that maintenance technicians were paid between \$26-\$32 per hour. Lastly, Plaintiff is informed and believes that Defendants hired a male to replace Plaintiff and paid him about \$3 more per hour than Plaintiff.

B. ALLEGATIONS AND CHARGES

Count One – Violation of Labor Code §§ 510, 1194; IWC Wage Order 4, § 3 (Failure to Pay Overtime Wages)

Labor Code sections 510 and 1194 require employers to pay employees 1 ½ times their regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay employees 1 ½ times their regular rate of pay for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay employees 2 times their regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Plaintiff



and Aggrieved Employees worked over eight (8) hours per day and forty (40) hours per week and were not paid all overtime wages owed. Plaintiff and all Aggrieved Employees are entitled to recover all unpaid overtime wages. Failure to pay such wages is against the law.

Count Two – Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 4, § 4 (Failure to Pay Minimum Wages)

During the period Plaintiff and Aggrieved Employees were employed by Defendants they were entitled to be paid at least the State's minimum wage rate for each hour that they worked. *See, e.g.*, IWC Wage Order MW-2019; IWC Wage Order No. 4, § (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendants did not pay Plaintiff and Aggrieved Employees for all hours worked. Thus, Plaintiff and Aggrieved Employees were not paid at least the applicable state minimum wage for those hours worked. This is against the law.

Count Three - Violation of Labor Code §§ 226.7, 512 and Wage Order No. 4, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 4, section 11(A) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked, which is to be taken before the completion of the fifth hour. Labor Code section 512 and Wage Order No. 4, section 11(B) further provide that employers may not employ employees for a work period of more than ten (10) hours per day without providing the employee with a second meal period of thirty (30) minutes; however, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendants also failed to pay any meal period premiums for their failure to provide meal periods. This was in violation of the law.

Count Four – Violation of Labor Code § 226.7 and Wage Order No. 4, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 4, section 12(A) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant rest periods pursuant to California law. Defendants also failed to pay any rest period premiums for their failure to provide rest periods. This was in violation of the law.



Count Five – Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)

Labor Code section 226 requires employers to furnish to employees with “an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” For the reasons stated above, Defendants failed to comply with these requirements with respect to Plaintiff and Aggrieved Employees. This is in violation of the law.

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

Labor Code sections 201-203 require that all wages, including minimum wages, overtime wages, bonuses, missed meal and rest periods, and paid sick time, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Plaintiff and Aggrieved Employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201-203. This is in violation of the law.

Count Seven – Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

Labor Code section 2802(a) states that “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” Defendants failed to pay any reimbursements to Plaintiff and Aggrieved Employees for the use of personal internet, cell phones, and personal car for work purposes. This was in violation of the law.

Count Eight – Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)

Labor Code section 558 states that it is unlawful for any employer, or other person acting on behalf of an employer, to violate or cause to be violated any of sections 500 to 558.1 of the Labor Code or any order of the Industrial Welfare Commission. Similarly, Labor Code section



558.1 states that it is unlawful for any employer or other person acting on behalf on an employer to violate, or cause to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, as well as Sections 203, 226, 226.7, 1193.6, 1194, or 2802 of the Labor Code. As described above, Defendants, by and through Defendants agents, violated Plaintiff and Aggrieved Employees' rights provided for under Labor Code sections 558 and 558.1 as well as the incorporated Wage Orders and incorporated statutes therein. Richard B. Cohen is and has been an officer, director, shareholder, and/or managing agents of Defendants responsible for the violations stated herein as they were in a position of authority with the power and responsibility to monitor, institute, and/or modify the unlawful practices, but chose to ratify them instead. This is against the law.

Count Nine – Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)

Labor Code section 226.3 provides that any employer who fails to maintain records required by Labor Code section 226(a) or provide records required by 226(a) shall be subject shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation. Labor Code section 1174(d) provides that employers must keep and maintain accurate payroll records showing the hours worked daily by, and the wages paid to, employees. Defendants failed to maintain the accurate records required by law and, instead, maintained incomplete, inaccurate records regarding Plaintiff and Aggrieved Employees' wage records and hours worked. This was against the law.

Count Ten – Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)

Labor Code sections 246, *et seq.*, mandate that employers must provide California employees, who work thirty (30) or more days within a year for the employer, paid sick leave of at least one (1) hour for every thirty (30) hours worked that begins to accrue at the commencement of employment. An employer may use a different accrual method, other than providing one hour per every 30 hours worked, provided that the accrual is on a regular basis so that an employee has no less than twenty-four (24) hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period. An employer may limit the use of sick leave to either twenty-four (24) hours or the equivalent of three (3) days, whichever is greater, during a year period. However, employers using an accrual method rather than a lump sum method must allow employees to accrue up to forty-eight (48) hours or the equivalent of six (6) days at any given time. Employers must authorize employees to take paid sick leave under the conditions set forth in the Healthy Workplaces, Healthy Families Act of 2014 ("HWHFA") for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. Any sick leave taken must be paid at the employee's regular rate of pay. For the reasons state above,



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

Count Eleventh – Violation of Labor Code §§ 204, 210 (Untimely Payment of Wages)

Labor Code section 204(a) provides that “all wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. As stated above, Defendants failed to comply with this provision by paying Plaintiff and Aggrieved Employees for wages earned between the 1st and 15th and between the 16th and last day of the month beyond the maximum time allowed under the statute. This was in violation of the law.

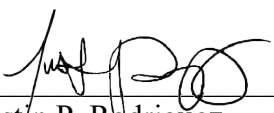
Count Twelfth – Violation of Labor Code § 1197.5 (Wage Discrimination)

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...” 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.” Plaintiff and Aggrieved Employees were systematically paid lower wages than employees of the opposite sex for substantially similar work and/or work that was performed in a lower job classification. This is in violation of the law.

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

Very truly yours,

Shimoda & Rodriguez Law, PC

By: 
Justin P. Rodriguez

JPR:rk
cc: Client via e-mail

Vanessa Ruiz v. Symbotic LLC, et al.

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

I, Elias Tapia, declare that:

I am a citizen of the United States and am over the age of eighteen years and not a party to the within above-entitled action.

On September 8, 2023, I served the following documents on the party below:

- Private Attorneys General Act Letter

Symbotic, LLC 200 Research Drive Wilmington, MA 01887	Symbotic, Inc. 200 Research Drive Wilmington, MA 01887
Richard B. Cohen 200 Research Drive Wilmington, MA 01887	

[XXX] [By Certified Mail] I am familiar with my employer's practice for the collection and processing of correspondence for mailing with the United States Postal Service and that each day's mail is deposited with the United States Postal Service that same day in the ordinary course of business. On the date set forth above, I served the aforementioned document(s) on the parties in said action by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, for collection and mailing on this date, following ordinary business practices, at Elk Grove, California, addressed as set forth above.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on September 8, 2023, at Elk Grove, California.



Elias Tapia



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

October 18, 2024

For Online Filing:

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

Re: *Vanessa Ruiz v. Symbotic LLC, et al.*

Dear Labor Commissioner,

As counsel for Vanessa Ruiz (“Plaintiff”), I am writing this letter in order to amend our previously filed September 8, 2023, notice. By way of this notice, we are providing additional facts and theories of liability as well as clarifying previously stated theories of liability. Notice to relevant employers pursuant to California Labor Code section 2699.3 is also being provided:

Symbotic, LLC
200 Research Drive
Wilmington, MA 01887

Symbotic, Inc.
200 Research Drive
Wilmington, MA 01887

Richard B. Cohen
200 Research Drive
Wilmington, MA 01887

We are setting forth the “facts and theories” to support each of the counts found within this complaint. Please notify us of your intent to investigate any or all of the claims alleged herein against Symbotic, LLC, Symbotic, Inc., and Richard B. Cohen (“Defendants”). Should you decide not to investigate, we request that you allow us to bring the following action on behalf of Plaintiff and all Aggrieved Employees, pursuant to Labor Code section 2699(a). Specifically, Aggrieved Employees shall include, but is not limited to the following: all individuals who have worked, or continue to work, for Defendants in California at any time between one year prior to the filing of this notice to the present date. Plaintiff is clearly entitled to bring a Private Attorneys General Act (“PAGA”) claim for civil penalties on behalf of these individuals pursuant to *Huff v. Securitas Security Services USA, Inc.*, 23 Cal.App.5th 745, 757 (2018) (finding a plaintiff has PAGA standing if affected by one of the alleged violations; the plaintiff need not have personally experienced all the violations pursued in PAGA action).



A. FACTS

Plaintiff 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 Aggrieved 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 Aggrieved 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.

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Plaintiff and Aggrieved Employees worked over eight (8) hours per day and forty (40) hours per week. Plaintiff and Aggrieved Employees worked in a fast-paced working environment and were busy most of the time. Plaintiff and Aggrieved Employees clocked in and out using a fingerprint operated timekeeping system. The timekeeping device was located in the middle of the warehouse distribution center where Plaintiff and Aggrieved Employees worked. It would take approximately five (5) minutes for Plaintiff and Aggrieved Employees to walk from the entrance of the building to Defendant’s timekeeping device. Plaintiff and Aggrieved Employees would walk for approximately five (5) minutes to the timekeeping device to clock in prior to their shift and another five (5) minutes after the end of their shift since they had to walk back from the timekeeping device to the entrance/exit doors of the building. As a result, Plaintiff and Aggrieved Employees spent on average approximately ten (10) minutes per day just to clock in and clock out before and after her shift.

Additionally, Defendants rounded Plaintiff’s and Aggrieved Employees’ hours worked to the nearest quarter hour even though Defendants had the ability to track Plaintiff’s and



Aggrieved Employees' time. Defendants failed to pay Plaintiff and Aggrieved Employees for all actual hours worked as a result of rounding, including overtime and minimum wages.

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

Additionally, Defendants paid Plaintiff and Aggrieved Employees retroactive pay when they received a raise. However, the retroactive pay was not calculated accurately to reflect the correct amount of wages. For example, Defendants paid Plaintiff retroactively for the pay period of January 2, 2022, to January 15, 2022. The retroactive pay amount was \$6.16. However, accounting for a raise of \$0.77 per hour, Defendants should have paid Plaintiff \$58.32. Thus, the retroactive payment amount was short \$52.16. Plaintiff is informed and believes that Aggrieved Employees were subject to such inaccurate wage calculations.

Furthermore, Plaintiff and Aggrieved Employees worked overtime because of the 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 Aggrieved Employees overtime for work that occurred off the clock. Defendants paid Plaintiff and Aggrieved 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 attendance bonus into the regular rate of pay in calculating Plaintiff's and Aggrieved 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 Aggrieved 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 Aggrieved Employees' premium wages, including overtime, meal and rest period premiums, and sick leave.



Defendants did not inform Plaintiff and Aggrieved 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 fact pace of the work and lack of staffing, Plaintiff and Aggrieved Employees failed to take all their meal periods and to take timely meal and rest periods. Defendants also interrupted Plaintiff and Aggrieved 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 Aggrieved 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 and the tasks that needed to be done. Plaintiff is informed and believes that Aggrieved Employees were also interrupted during their rest breaks and took late rest breaks due to manager's demands and requests during rest periods.

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

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

As of this date of this letter, Defendants have not paid Plaintiff and Aggrieved Employees all the minimum wages, overtime wages, meal and rest period premiums, sick leave wages, earned RSUs owed to them.



Symbiotic LLC identified Richard B. Cohen, as its manager or member, as of April 13, 2023, in its filing with the California Secretary of State. Plaintiff is informed and believes that Mr. Cohen was responsible for creating and electing to implement the payroll and compensation policies and practices identified herein and/or that Mr. Cohen was aware of such policies and practices and ratified them. Plaintiff is informed and believes that Richard B. Cohen holds similar positions and duties for Symbiotic, Inc.

Additionally, Plaintiff was systematically paid lower wages than male employees with similar skill, education, and experience for substantially similar work under similar working conditions. 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 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.

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.

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.

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

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

Plaintiff found it easy to perform maintenance manager's duties and tasks because they were substantially the same as her work as a part's specialist. However, Plaintiff is informed and believes that the maintenance manager was paid about \$80,000 per year and the technicians were paid about \$25-\$27 per hour. Furthermore, there was minimal training for an employee to become a technician. Technicians' work involved making sure that the system kept running, if something went wrong, they had to clear the HMI screen and restart the system. Technicians were known as fault chasers. The training lasted one week, and no special certificates, education, or diplomas were required. To become a maintenance technician, required a little more training and Defendants trained technicians how to work on robots. Plaintiff is informed and believes that maintenance technicians were paid between \$26-\$32 per hour. Lastly, Plaintiff is informed and believes that Defendants hired a male to replace Plaintiff and paid him about \$3 more per hour than Plaintiff.



B. ALLEGATIONS AND CHARGES

Count One – Violation of Labor Code §§ 510, 1194; IWC Wage Order 4, § 3 (Failure to Pay Overtime Wages)

Labor Code sections 510 and 1194 require employers to pay employees 1 ½ times their regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay employees 1 ½ times their regular rate of pay for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay employees 2 times their regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Plaintiff and Aggrieved Employees worked over eight (8) hours per day and forty (40) hours per week and were not paid all overtime wages owed. Plaintiff and all Aggrieved Employees are entitled to recover all unpaid overtime wages. Failure to pay such wages is against the law.

Count Two – Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 4, § 4 (Failure to Pay Minimum Wages)

During the period Plaintiff and Aggrieved Employees were employed by Defendants they were entitled to be paid at least the State's minimum wage rate for each hour that they worked. *See, e.g.*, IWC Wage Order MW-2019; IWC Wage Order No. 4, § (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendants did not pay Plaintiff and Aggrieved Employees for all hours worked. Thus, Plaintiff and Aggrieved Employees were not paid at least the applicable state minimum wage for those hours worked. This is against the law.

Count Three - Violation of Labor Code §§ 226.7, 512 and Wage Order No. 4, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 4, section 11(A) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked, which is to be taken before the completion of the fifth hour. Labor Code section 512 and Wage Order No. 4, section 11(B) further provide that employers may not employ employees for a work period of more than ten (10) hours per day without providing the employee with a second meal period of thirty (30) minutes; however, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendants also failed to pay any meal period premiums for their failure to provide meal periods. This was in violation of the law.



**Count Four – Violation of Labor Code § 226.7 and Wage Order No. 4, § 12(A)
(Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)**

Labor Code section 226.7 and Wage Order No. 4, section 12(A) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant rest periods pursuant to California law. Defendants also failed to pay any rest period premiums for their failure to provide rest periods. This was in violation of the law.

Count Five – Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)

Labor Code section 226 requires employers to furnish to employees with “an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee . . .” For the reasons stated above, Defendants failed to comply with these requirements with respect to Plaintiff and Aggrieved Employees. This is in violation of the law.

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

Labor Code sections 201-203 require that all wages, including minimum wages, overtime wages, bonuses, missed meal and rest periods, and paid sick time, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Plaintiff and Aggrieved Employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201-203. This is in violation of the law.

Count Seven – Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

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



believed them to be unlawful.” Defendants failed to pay any reimbursements to Plaintiff and Aggrieved Employees for the use of personal internet, cell phones, and personal car for work purposes. This was in violation of the law.

Count Eight – Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)

Labor Code section 558 states that it is unlawful for any employer, or other person acting on behalf of an employer, to violate or cause to be violated any of sections 500 to 558.1 of the Labor Code or any order of the Industrial Welfare Commission. Similarly, Labor Code section 558.1 states that it is unlawful for any employer or other person acting on behalf on an employer to violate, or cause to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, as well as Sections 203, 226, 226.7, 1193.6, 1194, or 2802 of the Labor Code. As described above, Defendants, by and through Defendants agents, violated Plaintiff and Aggrieved Employees’ rights provided for under Labor Code sections 558 and 558.1 as well as the incorporated Wage Orders and incorporated statutes therein. Richard B. Cohen is and has been an officer, director, shareholder, and/or managing agents of Defendants responsible for the violations stated herein as they were in a position of authority with the power and responsibility to monitor, institute, and/or modify the unlawful practices, but chose to ratify them instead. This is against the law.

Count Nine – Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)

Labor Code section 226.3 provides that any employer who fails to maintain records required by Labor Code section 226(a) or provide records required by 226(a) shall be subject shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation. Labor Code section 1174(d) provides that employers must keep and maintain accurate payroll records showing the hours worked daily by, and the wages paid to, employees. Defendants failed to maintain the accurate records required by law and, instead, maintained incomplete, inaccurate records regarding Plaintiff and Aggrieved Employees’ wage records and hours worked. This was against the law.

Count Ten – Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)

Labor Code sections 246, *et seq.*, mandate that employers must provide California employees, who work thirty (30) or more days within a year for the employer, paid sick leave of at least one (1) hour for every thirty (30) hours worked that begins to accrue at the commencement of employment. An employer may use a different accrual method, other than providing one hour per every 30 hours worked, provided that the accrual is on a regular basis so



that an employee has no less than twenty-four (24) hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period. An employer may limit the use of sick leave to either twenty-four (24) hours or the equivalent of three (3) days, whichever is greater, during a year period. However, employers using an accrual method rather than a lump sum method must allow employees to accrue up to forty-eight (48) hours or the equivalent of six (6) days at any given time. Employers must authorize employees to take paid sick leave under the conditions set forth in the Healthy Workplaces, Healthy Families Act of 2014 (“HWHFA”) for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. Any sick leave taken must be paid at the employee's regular rate of pay. For the reasons state above, Defendants failed to provide Plaintiff and Aggrieved Employees with sick leave meeting the requirements set forth in HWHFA. Plaintiff will be seeking equitable, injunctive, and restitutionary relief to remedy these violations.

Count Eleven – Violation of Labor Code §§ 204, 210 (Untimely Payment of Wages)

Labor Code section 204(a) provides that “all wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. As stated above, Defendants failed to comply with this provision by paying Plaintiff and Aggrieved Employees for wages earned between the 1st and 15th and between the 16th and last day of the month beyond the maximum time allowed under the statute. This was in violation of the law.

Count Twelve – Violation of Labor Code § 1197.5 (Wage Discrimination)

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...” 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.” Plaintiff and Aggrieved Employees were systematically paid lower wages than employees of the opposite sex for substantially similar work and/or work that was performed in a lower job classification. This is in violation of the law.

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



Very truly yours,

Shimoda & Rodriguez Law, PC

By: _____
Justin P. Rodriguez

JPR:rk

cc: Client via e-mail

EXHIBIT D

Shimoda & Rodriguez Law, PC Costs - Ruiz v. Symbotic LLC, et al.

Date	Description	Amount
9/8/23	Administration Fee - Phone, Fax, Scan, Copying, Westlaw Legal Research Fee	\$ 500.00
9/8/23	Payment to LWDA - PAGA Filing Fee	\$ 75.00
9/8/23	Certified Mail - PAGA Letter	\$ 16.38
9/15/23	One Legal Service Fee - complex fee \$1000, complaint fee \$435, filing fee \$144.25 order 21177561	\$ 1,579.25
11/17/23	One Legal Service Fee - Proof of service order 21522055	\$ 83.39
12/12/23	One Legal Service Fee - Stipulation and Proposed Order Granting Plaintiff Leave to File an Amended Complaint Order 21806540	\$ 154.94
1/19/24	One Legal Service Fee - first amended complaint order 21999493	\$ 101.92
5/13/24	One Legal Service Fee -Case Management Statement 22886173	\$ 16.88
6/12/24	Mediation \$9500 + \$284.05 cc fee	\$ 9,784.05
11/1/24	One Legal Service Fee - Joint Case Management Statement	\$ 17.50
1/9/25	One Legal Service Fee - Motion for Preliminary Approval	\$ 82.34
1/17/25	One Legal Service Fee - Case Management Statement 24520057	\$ 19.36
2/14/25	One Legal Service Fee - Amended Complaint 24714410	\$ 19.36
ANTICIPATED	One Legal Service Fee - Motion for Final Approval	\$ 125.00
ANTICIPATED	One Legal Service Fee - Notice of Entry of Judgment or Order	\$ 25.00
ANTICIPATED	One Legal Service Fee - Compliance Declaration	\$ 25.00

Total: \$ 12,625.37

EXHIBIT E

EXHIBIT F

<u>TASK CATEGORY</u>			
Pre-filing investigation, Pleadings, Admin Exhaustion. Includes time spent on initial client meeting and review of claims and documents; Pre-filing investigation/research; Drafting pleadings, notices, administrative filings and court filings; Communications with opposing counsel regarding same, internal communications regarding same, and communications with client regarding same.	GTS	JPR	RK
	22.4	6.3	26.5
Case Review, Management, Strategy Meetings. Includes time spent discussing general plan of action updates and strategies in weekly meetings; Research and analysis regarding claims; Case management conferences and related meet/confer, drafting of statements, and attendance for hearings; Communications with opposing counsel regarding same, internal communications regarding same, and communications with client regarding same.	23.9	16.4	5.8
Discovery (Non-Mediation Related). Includes time spent preparing discovery requests, Belaire Notice, and Protective Order, meet and confer related to class discovery requests. Document review and public records searches; Interviewing witnesses. Communications with opposing counsel regarding same, internal communications regarding same, and communications with client regarding same.	.3	4.3	9.3
Discovery / Investigation for Mediation. Includes time spent preparing informal discovery specifically geared towards mediation, reviewing informal mediation productions, including data, analyses, documents, public records, and analyzing sample; Communications with opposing counsel regarding same, internal communications regarding same, and communications with client regarding same.	1.6	29.9	-
Mediation / Settlement Conference. Includes time spent drafting mediation brief and accompanying exhibits, including legal research relating to issues on day of mediation; Prepare for and attend mediation; Drafting damages analysis; Drafting pocket brief; Prepare MOU; Communications with client and mediator regarding same, communications with opposing counsel regarding same, and internal communications regarding same.	11.4	25.1	8.6
Drafting Settlement Agreements. Includes time spent preparing long form agreement, exhibits, and revisions relating thereto; Research regarding any approval procedures or issues regarding disputed terms; Solicit bids from settlement administrators; Communications with opposing counsel regarding same, internal communications regarding same, and communications with client regarding same.	.3	16.7	9.3
Settlement Approval and Administration. Includes time spent drafting motion for preliminary approval and supporting declarations and order; Class data review; Speaking with Settlement Administrator regarding calculations and distributions; Analyzing calculations and estimated disbursements; Review notice updates and Class Member responses; Drafting motion for final approval, supporting declarations, and order; Legal research regarding same, Communications with opposing counsel regarding same, internal communications regarding same, and communications with client regarding same. Includes estimated 10 hours for J. Rodriguez supervising final distributions and compliance with Court final approval order and compliance hearings	5.5	36.8	24.8
Total Per Billing Party:	\$47,415	\$84,687.50	\$35,827.50

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7 Attorneys for Plaintiff VANESSA RUIZ

8 **SUPERIOR COURT OF CALIFORNIA**

9 **FOR THE COUNTY OF SACRAMENTO**

10
11 VANESSA RUIZ, individually and on behalf
12 of all other similarly situated employees,

13 Plaintiff,

14 vs.

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

18 Defendants.

Case No. 23CV008326

*Assigned for All Purposes to Hon. Jill H. Talley
Department 23*

CLASS ACTION

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

Date: July 11, 2025

Time: 9:00 a.m.

Dept.: 23

Judge: Hon. Jill H. Talley

Filed: September 11, 2023

FAC Filed: January 12, 2024

SAC Filed: February 13, 2025

Trial Date: None Set

1 I, Justin P. Rodriguez, declare:

2 1. I am an attorney at law duly admitted to practice before all the courts of the State of
3 California and an attorney of record for Plaintiff Vanessa Ruiz ("Plaintiff") herein. I am making this
4 declaration on behalf of the named Plaintiff, the putative class members, and in support of Plaintiff's
5 Motion for Final Approval of Class Action, Collective Action, and PAGA Settlement ("Motion").
6 Pursuant to the Rule 2.99.05 of the Local Rules for the Superior Court of California, County of
7 Sacramento, I have reviewed the Court's class action and PAGA settlement checklist and believe I have
8 prepared the moving papers in compliance with the checklist as well as the California Rules of Court.
9 A true and correct copy of the Joint Stipulation Regarding Class Action, Collective Action, and PAGA
10 Settlement and Release ("Agreement") in this matter is filed with this Motion as Exhibit A.

11 2. This case was brought as a wage and hour class action based on Plaintiff's contention
12 that Defendants Symbotic LLC and Symbotic, Inc. ("Defendants"), failed to pay overtime wages, failed
13 to pay minimum wages, failed to provide meal periods or pay premiums in lieu thereof, failed to
14 provide rest periods or pay premiums in lieu thereof, failed to provide accurate wage statements, failed
15 to timely pay final wages, failed to reimburse expenses, engaged in unfair competition. and violated the
16 California Equal Pay Act ("EPA"). Plaintiff also alleged liability for civil penalties under the Private
17 Attorneys General Act ("PAGA"). These claims were based allegations that Defendants violated
18 California law by 1) failing to pay Plaintiff and similarly situated employees for the time it took them to
19 walk back and forth from the entrance of the building before and after the end of their shift to clock in
20 and out, 2) failing to pay Plaintiff and similarly situated employees for off the clock work for tasks
21 performed after business hours, such as responding to phone calls, emails, and texts, 3) failing to pay
22 Plaintiff and similarly situated employees the correct amount of retroactive pay after their raises, 4)
23 failing to incorporate the value of bonuses into the regular rate of pay in calculating Plaintiff's and
24 similarly situated employees' premium wages, including overtime, meal and rest period premiums, and
25 sick leave, 5) failing to pay restrictive stock units ("RSUs") that were vested to Plaintiff and to
26 similarly situated employees, 6) failing to incorporate the value of the RSUs into the regular rate of pay
27 in calculating Plaintiff's and similarly situated employees' premium wages, including overtime, meal
28 and rest period premiums, and sick leave, 7) not providing Plaintiff and similarly situated employees

1 with compliant meal and rest periods, 8) failing to reimburse Plaintiff and similarly situated employees
2 for the use of their personal cell phones for work purposes, such as to communicate with managers,
3 supervisors, and other employees regarding work issues and scheduling, and 9) paying similarly
4 situated female employees less than male employees with similar skill, education, and experience for
5 substantially similar work under similar working conditions. The PAGA, waiting time penalty, wage
6 statement violation, and unfair competition claims also derive from these violations.

7 3. Plaintiff is the only named representative in this matter. We began investigating the
8 claims on May 17, 2023, which included interviewing Plaintiff, reviewing her documents, and seeking
9 out potential witnesses to corroborate the claims. This took an extended period of time due to the
10 complicated nature of EPA claims. From our investigations of Plaintiff's claims and documents, we
11 believed the claims had merit and could be maintained as a class action. We filed the action on or
12 about September 11, 2023. Plaintiff exhausted administrative remedies through the Labor and
13 Workforce Development Agency ("LWDA") prior to amending the Complaint to add a PAGA claim.
14 Plaintiff filed a notice with the LWDA on September 8, 2023, setting forth the facts and theories of
15 liability. A true and correct copy of the notices filed with the LWDA are being filed with this Motion
16 as Exhibit C. A copy of the notice was also sent to Defendants via certified mail and the \$75.00 filing
17 fee was remitted to the LWDA at that time. There was no response by the LWDA regarding its intent
18 to investigate the claims alleged in Plaintiff's notice for more than 65 days and Defendants did not
19 utilize the cure procedures under the statute. As such, Plaintiff became authorized to commence a civil
20 action under the PAGA and filed a First Amended Complaint on January 12, 2024. A copy of the
21 Complaint was uploaded to the LWDA after we received a file stamped copy back from Court.

22 4. During informal discovery for mediation a large number of payroll records and timecard
23 records were produced by Defendants. After reviewing the production and speaking further with
24 Plaintiff, we believed there was sufficient basis to support a claim for unpaid minimum wages and
25 overtime based on rounding. I also reviewed all previously produced documents and interview notes to
26 ascertain any additional information and evidence of the rounding policies and practices. Based on the
27 newly discovered information, we also asserted liability for rounding employees' hours worked to the
28 nearest quarter hour up until approximately November 2023 in connection with mediation. To ensure

1 the operative complaint and notice to the LWDA included allegations consistent with the scope of
2 discovery and claims investigated, the Parties agreed that Plaintiff would file an amended notice with
3 the LWDA and a Second Amended Complaint that included the rounding theory of liability and claims
4 under the Fair Labor Standards Act (“FLSA”) for failure to pay overtime and minimum wages based on
5 rounding and the allegations already present in the First Amended Complaint. Plaintiff filed an
6 amended notice with the LWDA on October 18, 2024, adding the rounding allegations and theory of
7 liability. A true and correct copy of the amended notice filed with the LWDA is also included in
8 Exhibit C. Plaintiff filed a Second Amended Complaint on February 13, 2025, which is the operative
9 Complaint in this action. A true and correct copy of the Second Amended Complaint is filed with this
10 Motion as Exhibit B. To date, the LWDA has not provided any response to the amended PAGA notice,
11 authorizing Plaintiff to act as a Private Attorney General on all claims and theories of liability for the
12 claims resolved under the Agreement.

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

14 6. Defendants are represented in this matter by Seyfarth Shaw LLP. From the beginning,
15 Defendants have contested the merits of this case, the suitability of the case for class action and/or
16 representative treatment, the manageability of the case at trial, and Plaintiff’s ability to prove a
17 violation in each pay period for each employee among other defenses and contentions they made
18 challenging the propriety of this action. Defendants further contended, even assuming there was a
19 finding supporting the imposition of PAGA penalties, that the Court would likely exercise its discretion
20 to substantially reduce any such penalties owed based on evidence of good faith attempts to comply
21 with California Labor Code obligations by Defendants. Notwithstanding the agreement to settle this
22 matter, Defendants believe the practices Plaintiff is contending are unlawful either do not exist or, to
23 the extent they do exist, fully comply with all state and federal employment laws with respect to
24 Plaintiff and Class Members. Also, Defendants have contended that this matter is not appropriate for
25 class or collective action certification outside of this proposed settlement.

26 7. We have reviewed a substantial number of documents and informal discovery during our
27 investigation of the claims. Based on the expected testimony from Plaintiff and Class Members, a
28 review of Defendants’ policies and procedures and other documents relating to the alleged claims,

1 information on the number of Class Members, Class Members' total workweeks within the Class Period,
2 pay periods within the one (1) year penalty statute of limitations, the number of Class Members who
3 separated employment within three (3) years of this case being filed, and a representative sample of
4 Class Members' time and payroll data, the scope of the potential damages in light of the claims alleged,
5 the uncertainty in the law with regard to certification, the demographic and pay data related to the EPA
6 claims, and the negotiations that have taken place, I am convinced that the proposed settlement is in the
7 best interest of the class. The length and risk of continued litigation and trial, as well as other normal
8 perils of complex litigation that impact the value of the claims, were also considered and weighed in
9 reaching the Agreement. In addition, I carefully considered the prospects of class certification and
10 maintaining class certification through trial notwithstanding the numerous challenges raised by
11 Defendants. I further considered the fact that penalties under the PAGA could be substantially cut at the
12 discretion of the Court even if Plaintiff was successful on proving those claims and there was risk that a
13 Court could find no willfulness in the failure to pay wages at separation or the existence of a good faith
14 dispute, which would eliminate the value of several claims entirely. Overall, I believe it is more
15 beneficial to secure a guaranteed benefit to the class now rather than to proceed with litigation and
16 potentially obtain zero funds for the class due to legal or factual issues in the case.

17 8. My office, including my partner, Galen T. Shimoda, my associate, Renald Konini, our
18 paralegal, and myself, along with Plaintiff's assistance, thoroughly investigated the merits of the claims
19 and potential damages for such claims. The parties engaged in informal discovery and exchange of
20 documents that included, but was not limited to, a 20% representative sampling of employee data,
21 including, but not limited to, time records, paystubs, and payroll summaries, relevant handbooks,
22 bulletins, demographic data and job titles relating to the EPA claim, and memoranda containing
23 Defendants' policies for the entirety of the statute of limitations applicable to the alleged claims.
24 Review of this data included comparing the time records and payroll data with approximately 21 unique
25 pay codes and Defendants' wage and hour policies pay period by pay period, which evolved over the
26 course of the Class Period. From this production we were able to determine information critical to a
27 reliable damages analysis such as the average hourly rate, average daily hours worked, shifts eligible for
28 meal and rest periods and the number of potential shifts that may correspond to liability under our

1 theories of liability, average number of workweeks and pay periods that had potential violations based
2 on the asserted claims, the frequency with which violations occurred in a given week and/or pay period,
3 and the number of former employees. This information allowed my office to assess both liability and
4 damages and create an accurate damages model. Plaintiff assisted in all aspects of this litigation
5 including providing factual information relating to Plaintiff's and Class Members' employment
6 conditions, providing a substantial number of documents, and answering questions regarding
7 Defendants' factual contentions in this matter. This was important because it directly related to our
8 ability to maintain this case as a class action and our ability to obtain a favorable settlement for the class.

9 9. Throughout this litigation our office had numerous communications with Defendants'
10 Counsel discussing our respective positions. The parties engaged in mediation on September 18, 2024,
11 using an experienced mediator, Michael J. Loeb. It was only after approximately seventeen (17) months
12 of extensive, arm's length negotiations that the parties were able to reach a settlement, which only
13 occurred after a full-day mediation. The negotiations were, at all times, contentious, adversarial, and at
14 arms-length, though still professional in nature.

15 10. Based on my office's analysis of the informal discovery outlined above, at the time of
16 settlement there were approximately 172 Class Members who worked 8,498 weeks in the Class Period,
17 76 PAGA Group Members who worked 2,541 pay periods during the PAGA Period, an average base
18 hourly rate of approximately \$26.67, and an average overtime rate of approximately \$40.01. We did
19 not find any prior Labor Commissioner or Court decisions stating Defendants' practices and/or policies
20 were improper. As such, a "subsequent violation" may not be found for penalty calculation purposes,
21 and the penalty exposure analysis herein is based on an "initial violation" valuation being adopted by
22 any fact finder if this matter went to trial. *See Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157,
23 1207-1209 (2008). The following represents the maximum recovery as well as the more realistic range
24 of recovery for each of Plaintiff's claims:

- 25 a) Minimum Wages: This claim is based on allegations that Defendants failed to pay
26 Plaintiff and Class Members at least the minimum wage for all hours worked due to
27 Defendants requiring Plaintiff and similarly situated employees to walk for
28 approximately five (5) minutes to the timekeeping device to clock in prior to their shift

1 and another five (5) minutes after the end of their shift since they had to walk back from
2 the timekeeping device to the entrance/exit doors of the building. As a result, Plaintiff
3 and similarly situated employees spent on average approximately ten (10) minutes per
4 day just to clock in and clock out before and after their shifts. Additionally, at least up
5 until November 2023 Defendants rounded employees' hours worked to the nearest
6 quarter hour. This resulted in unpaid hours worked for Plaintiff and similarly situated
7 employees. Also, Defendants' employees and/or managers would contact Plaintiff on
8 her personal cell phone after she had clocked out to perform certain tasks and respond to
9 emails. The maximum damages for this claim are approximately \$229,446. This amount
10 does not take into account any potential risks with respect to Plaintiff certifying the
11 claim, proving the merits, or proving damages. The maximum damages available were
12 calculated based on the upper range of estimated time Class Members worked off-the-
13 clock per week based on the average unpaid hours worked per shift due to rounding and
14 time spent traveling to clock in and/or out for work, which was 2 hours total. Plaintiff
15 also assumed that this happened every shift for the entire Class Period. Based on the
16 weighted average minimum wage rate of \$13.50 during the Class Period, this equals
17 approximately \$229,446 in unpaid minimum wages ([8,498 workweeks x 2 hours off-
18 the-clock per week] x \$13.5 average minimum wage rate). Because we also assumed
19 that all unpaid time qualified for overtime, only liquidated damages is being claimed to
20 avoid double recovery of substantive wage loss. Defendants heavily disputed this theory
21 of liability. First, Defendants contended that the order in which Class Members were
22 directed to clock in/out resulted in travel time actually being compensated and any time
23 spent walking out of the building after clocking out was not compensable as there were
24 no mandatory searches or restrictions imposed by Defendants on Class Members. *See*
25 *Huerta v. CSI Elec. Contractors*, 15 Cal.5th 908, 929 (2024). Second, Defendants
26 argued they maintained, and strictly enforced, policies against working off-the-clock,
27 accurately recording hours worked, and that overtime was regularly paid, undermining
28 any contention that there was any practice or policy promoting off-the-clock work. This

presented a substantial challenge to both certification and the merits of the claim. The written policy prohibiting off-the-clock work would require Plaintiff to demonstrate, on a class wide basis, that Defendants effectively maintained “a policy to violate the policy” against off-the-clock work and that Defendants knew or should have known the off-the-clock work was occurring despite the policies and payment of overtime. *See Brinker Rest. Corp. v. Superior Ct.*, 53 Cal.4th 1004, 1051-1052 (2012). Finally, the presence of a good faith dispute would eliminate liability for liquidated damages for unpaid minimum wages. *See* Cal. Lab. Code § 1194.2(b); *Ridgeway v. Walmart Inc.*, 946 F.3d 1066, 1089-1090 (9th Cir. 2020). Although more recent California Appellate authority on the legality of rounding has found that doing so is unlawful, there is a split of authority on the legality of rounding. *Compare See’s Candy Shops, Inc. v. Superior Court*, 210 Cal.App.4th 889 (2012) with *Camp v. Home Depot U.S.A., Inc.*, 84 Cal.App.5th 638, 656–660 (2022) and *Woodworth v. Loma Linda University Medical Center*, 93 Cal.App.5th 1038 (2023). The California Supreme Court has taken the matter under review, but has not yet ruled to resolve the split of authority. *See Camp v. Home Depot U.S.A.*, 523 P.3d 391 (Cal. 2023). Given the split of authority on rounding and the legal and factual disputes for the remaining theories of liability, I believe it is likely a good faith dispute would be found and there would be no recovery for this claim;

- b) Unpaid Overtime Wages (Off-the-Clock): The off-the-clock theory of overtime liability is based on the same factual allegations that formed the basis for the minimum wage claims, which are stated above. The maximum damages for this claim are \$680,009.96 ([8,498 workweeks x 2 hours off-the-clock per week] x \$40.01 average overtime rate). This amount does not take into account any potential risks with respect to Plaintiff certifying the claim, proving the merits, or proving damages. Plaintiff has assumed that all unpaid hours qualified as overtime. Because this theory of liability is based on the same facts supporting the minimum wage claim, it is subject to the same risks identified above. The strongest case for liability was the rounding claims, which only amount to

approximately 15 minutes of unpaid hours worked per week on average. Additionally, this only lasted for approximately 75% of the class period as rounding ceased in November 2023. Taking all these factors into account, I believe a more likely range of recovery for this claim is between \$63,750.91 to \$85,001.25, which is based on the 100% liability for rounding and the time period during which the rounding took place;

c) Unpaid Overtime (Regular Rate of Pay Re Bonus): This theory of liability for unpaid overtime is based on allegations that Defendants failed to incorporate the value of all non-discretionary remuneration beyond an employee's base hourly wage, *e.g.* incentive based compensation such as bonuses, when calculating the regular rate of pay for premium purposes such as overtime. The maximum damages for this claim are \$4,003.70. This amount does not take into account any potential risks with respect to Plaintiff certifying the claim, proving the merits, or proving damages. Based on informal discovery, approximately 12.10% of the approximately 3,923.08 total pay periods during the Class Period included overtime with these additional incentive payments earned over the same period. Based on the average incentive payments attributable to each pay period (\$123.28), and the average amount of overtime (9.95) and double time (1.72) worked per affected pay period, the total amount of overtime owed over the course of the Class Period was \$4,003.70. Defendants heavily disputed this claim. For example, Defendants contended that there was no need to separately calculate any overtime owed as a result of the incentive payments because they were discretionary in nature. Defendants contended that the bonus was minimal, it was provided to employees during COVID period and not provided during the PAGA period. As a result, Defendants contended that the bonus did not have to be incorporated into the regular rate of pay. Defendants also contended that even if they were not considered discretionary, the manner in which the bonuses were calculated already accounted for overtime and other premium payments because they were based on a percentage of all earnings, including overtime and other similar premium wages. To the extent the Court agreed with either of these factual contentions, the value of this claim would be entirely

1 eliminated. *See* 29 C.F.R. § 778.208 (discretionary bonuses need not be included in the
2 regular rate); 29 C.F.R. § 778.210 (where bonus calculated as a percentage of total
3 income that already includes overtime, no separate payment of overtime is required).
4 Taking these risks into account factors into account, I believe a more realistic range of
5 recovery for this theory of liability is between \$0 to \$4,002.76;

6 d) Unpaid Overtime (Regular Rate of Pay re RSU): This theory of liability for unpaid
7 overtime is based on allegations that Defendants failed to incorporate the value of all
8 non-discretionary remuneration beyond an employee's base hourly wage, *e.g.* incentive
9 based compensation such as restricted stock units ("RSU") when calculating the regular
10 rate of pay for premium purposes such as overtime. The maximum damages for this
11 claim are \$15,190.49. This amount does not take into account any potential risks with
12 respect to Plaintiff certifying the claim, proving the merits, or proving damages. Based
13 on informal discovery, approximately 1.3% of the approximately 3,923.08 total pay
14 periods during the Class Period included overtime with these additional incentive
15 payments earned over the same period. Based on the average incentive payments
16 attributable to each pay period (\$4,328.41), and the average amount of overtime (9.95)
17 and double time (1.72) worked per affected pay period, the total unpaid overtime over
18 the Class Period was approximately \$15,190.49. Defendants heavily disputed this
19 claim. For example, Defendants contended that there was no need to separately
20 calculate any overtime owed as a result of the incentive payments because they were
21 restricted stock units. Defendants contended that the Labor Code as well as the Federal
22 Regulations do not require including compensation from a stock plan into the regular
23 rate of pay because they do not have a set value, and their value can fluctuate and they
24 are a specifically enumerated exclusion from the regular rate of pay. *See* 29 C.F.R. §
25 778.200(a)(8) (excluding income derived from grants or rights provided by stock options
26 or stock purchase programs from the regular rate of pay). Taking these risks into
27 account factors into account, I believe a more realistic range of recovery for this theory
28 of liability is between \$0 to \$15,190.49;

1 e) Meal Periods: This claim is based on allegations that due to the fast pace of the work
2 and lack of staffing, Plaintiff and similarly situated employees were unable to take all
3 their meal periods and unable to have timely meal and rest periods. Defendants also
4 interrupted Plaintiff and similarly situated employees during many of their meal and rest
5 periods. For example, Plaintiff took many late meal periods after her fifth hour of work
6 because she was busy performing different tasks. Also, Defendants interrupted Plaintiff
7 and similarly situated employees many times to answer questions or perform different
8 tasks during their meal periods. The maximum damages for this claim are \$300,213.03.
9 This amount does not take into account any potential risks with respect to Plaintiff
10 certifying the claim, proving the merits, or proving damages. This amount was
11 calculated based on an average hourly rate of \$26.67, an average of 7 shifts per pay
12 period, and a violation rate of approximately 41% per shift based on Defendants' payroll
13 records, *i.e.* 41% of shifts had either no meal period punch, a late meal period punch, a
14 meal period lasting less than thirty (30) minutes, and/or a shift of more than ten (10)
15 hours without a second meal period. Defendants contended that all the employees took
16 breaks together at the same time as the other employees in the warehouse and that a loud
17 bell would ring to notify all employees of the break times. The bell would also ring
18 minutes prior to the actual breaks so that the employees could finish their tasks or start
19 preparing for the breaks. Defendants also contended that they had a practice to pay
20 automatically for meal period premiums. Defendants' timekeeping system was
21 programed in such a way to record automatically meal period premiums if employees
22 did not record a timely meal period. Moreover, Defendants produced through a second
23 meal period waiver agreement signed by Plaintiff. While Plaintiff can utilize the
24 rebuttable presumption of meal period violations based on the time records under
25 *Donohue v. AMN Servs., LLC*, 11 Cal.5th 58, 78 (2021), Plaintiff would still have the
26 burden to establish a theory of liability amenable to class treatment. Additionally, if
27 Defendants' time keeping policies and records were found to rebut the presumption of
28 meal period violations, this would substantially reduce the scope of Plaintiff's meal

period claims to only those instances where the alleged defective meal period policy would be at issue, *i.e.* interrupted and late meal periods. Without a presumption based on defective time records or a facially unlawful policy it is very difficult to certify meal period violation claims. Thus, the dispute that Defendants provided compliant meal and rest periods to all employees, where all employees took meal and rest periods at the same time, that a bell would ring to notify employees of meal and rest breaks, and that Defendants' timekeeping system automatically recorded meal period premiums for employees that do not record a timely meal period, substantially increases the risks to the claims. As a result, the violation rate would be reduced to approximately 10-20%. Taking these factors into account, I believe a more realistic range of recovery for this claim is between \$135,095.86 to \$195,138.47 (reduction of 35% to 55% based on risk);

- f) Rest Breaks: This claim was based on the same allegations as the meal period claim. Plaintiff contended that Class members were not provided with lawful rest periods approximately 41% of the time. Based on 7 shifts per pay period and an average \$26.67 hourly rate, this equates to a maximum exposure of approximately \$300,213.03. This amount does not take into account any potential risks with respect to Plaintiff certifying the claim, proving the merits, or proving damages. Because this claim is based on the same factual basis as the meal period claims, it is also subject to the same risks as detailed above. However, there is no requirement that an employer keep records of rest periods, so this claim does not benefit from any presumptive violation based on time records under the law like meal period claims do. This presented an even greater risk for Plaintiff's rest period claims than is present for the meal period claims. Taking these factors into account, I believe a more realistic range of recovery for this claim would be between \$45,031.95 to \$105,074.56 (65% to 85% reduction based on risk);
- g) Sick Leave: This claim was based on allegations that Defendants failed to pay Plaintiff and similarly situated employees all sick leave wages due because they failed to incorporate the value of bonuses and RSUs paid to in the same periods as sick leave wages were paid. However, the payment of sick leave and other payments over the same

1 work week that would potentially triggering regular rate of pay claims occurred in less
2 than 1% of all pay periods and resulted in less than approximately \$500. Due to the
3 nominal nature of the sum and volatility for the theories of liability it was based on, we
4 did not attribute value to the unpaid wage aspect of this claim. We did however, utilize
5 the claims value with respect to PAGA penalties based on pay periods affected, as
6 outlined below;

7 h) Reimbursement: This claim was based on Plaintiff's contention that Class Members
8 were required to use their personal cell phones to communicate with managers,
9 supervisors, and other similarly situated employees regarding work issues and
10 scheduling. Moreover, Plaintiff used her personal vehicle to pick up parts from local
11 vendors in the same town or West Sacramento and Sacramento area. Plaintiff picked up
12 these parts sometimes during her shift, after she had clocked out. Defendants contended
13 that employees were not required to use their vehicles for work purposes because they
14 worked inside the warehouse and there was no need for them to drive outside of the
15 warehouse. Plaintiff's position only required that Plaintiff pick up parts after her shift if
16 there was a need. Since the vehicle reimbursement did not apply to Class Members,
17 Plaintiff only included the cell phone reimbursement claim. The cell phone
18 reimbursement claim is based on a monthly cell phone bill of approximately \$100 and
19 15% work usage rate, which equates to approximately \$3.46 owed per week. The
20 maximum exposure for this claim is \$29,416.15. This amount does not take into
21 account any potential risks with respect to Plaintiff certifying the claim, proving the
22 merits, or proving damages. Defendants heavily disputed whether use of personal cell
23 phones was required given that Class Members worked inside the warehouse and had
24 access to phones and computers. Defendants contended that the use of any applications
25 on a personal device or using cell phones to communicate with supervisory employees
26 and/or clients was, at most, a personal choice of convenience by Class Members.
27 Furthermore, it is unlikely that Class Members all had their own standalone cell phone
28 plans as opposed to being billed as additional lines on a pre-existing plan. In my

1 experience there has always been a range of individuals whose cell phone plans are \$30-
2 \$60 per month as additional lines on a pre-existing plan. Thus, it is unlikely that the full
3 amount of damages Plaintiff calculated would be established even if Plaintiff was
4 successful in certifying the class and establishing liability. Based on these risks, I
5 believe a more realistic range of recovery for this claim would be between \$7,354.04 to
6 \$14,708.08 (50% to 75% reduction based on risk);

7 i) Wage Statement Violations: This claim is derivative of Plaintiff's overtime, minimum
8 wage, meal and rest period, and sick leave claims. The maximum exposure for this claim
9 is \$127,050, which is calculated based on an initial violation of \$50 per pay period per
10 employee and assumes a violation in each of the 2,541 pay periods within the one (1)
11 year penalty statute of limitations. This amount does not take into account any potential
12 risks with respect to Plaintiff certifying the claim, proving the merits, or proving
13 damages. Because this claim is derivative of Plaintiff's other claims, the same risks
14 identified above for the minimum wage, overtime, meal period, rest period, and sick
15 leave claims apply here as well, substantially affecting the potential value of this claim.
16 Furthermore, under the recent California Supreme Court case, *Naranjo v. Spectrum Sec.*
17 *Servs., Inc.*, 15 Cal.5th 1056 (2024), employers now have a good faith dispute defense
18 against wage statement claims. Given the factual and legal disputes presented above, I
19 believe it is likely that a Court would find a good faith dispute exists. Thus, I believe it
20 is more realistic that there would be no recovery for this claim;

21 j) Waiting Time Penalties: This claim is derivative of the overtime, minimum wage, meal
22 and rest period, and sick leave claims. The maximum damages for this claim are
23 \$615,372.91. This amount does not take into account any potential risks with respect to
24 Plaintiff certifying the claim, proving the merits, or proving damages. The maximum
25 damages were calculated based on the \$26.67 average hourly rate, 76 former employees
26 within the three (3) year penalty statute of limitations, and an average of 10.12 hours
27 worked per shift. Plaintiff utilized the full 30 days to calculate the total amount due for
28 each formerly employed Class Member. Because it is derivative of Plaintiff's claims

asserted above, it carries all the same risks. Similar to claims for liquidated damages for minimum wages and wage statement violations, waiting time penalties are subject to a good faith dispute defense. *See Diaz v. Grill Concepts Servs., Inc.*, 23 Cal.App.5th 859, 868 (2018). For the same reasons as stated above, it is likely that a good faith dispute would be found and the value associated with this claim would be eliminated entirely;

k) Equal Pay Act Claims: Based on the informal discovery and demographic data, we did not find any meaningful disparity in pay based on gender as alleged in the Complaint. Rather than a difference in pay for similar job titles, there was little to no overlap for similar job positions between female and male comparators. For the overlap that did exist, it appeared that the difference in pay, approximately \$1 per hour, was based on substantially different levels of seniority and tenure, which, over time, resulted in the pay difference through accumulated merit raises. Other complaints regarding pay differences stemmed more so from Class Members feeling undercompensated when filling in for other positions on a temporary basis due to temporary staffing shortages rather than actually having the same position for less pay. As a result, we did not attribute any value to this claim;

l) PAGA: This claim is derivative of the Labor Code violations identified above and would be subject to all the same risks as the underlying claims it is based on. Again, we did not find any prior Labor Commissioner or court decisions that stated Defendants' practices and/or policies were improper, so the exposure analysis is based on an "initial violation" valuation being adopted by any fact finder if this matter went to trial. *See Amaral*, 163 Cal.App.4th at 1207-1209. Based on Class Members' payroll data, the maximum exposure for this claim is \$1,515,563.14, which was calculated per violation as follows:

- *Minimum Wages*: \$254,100 (2,541 pay periods x default \$100 per pay period per Labor Code section 2699(f));
- *Overtime*: \$127,050 (2,541 pay periods x \$50 per pay period per Labor Code section 558);

- *Meal Periods*: \$52,090.50 (1,042 pay periods x \$50 per pay period per Labor Code section 558);
- *Rest Periods*: \$104,181 (1,042 pay periods x default \$100 per pay period per Labor Code section 2699(f));
- *Wage Statements*: \$254,100 (2,541 pay periods x default \$100 per pay period per Labor Code section 2699(f));
- *Waiting Time Penalties*: \$429,141.64 (53 former employees within the penalty statute of limitations. Calculated the same as waiting time penalties pursuant to Labor Code section 256 [$\$26.67$ average hourly rate x 10.12-hour day x 30 days = $\$8,097.01$. [53 former employees x $\$8,097.01$ = $\$429,141.64$]);
- *Reimbursement*: \$254,100 (2,541 pay periods x default \$100 per pay period per Labor Code section 2699(f));
- *Failure to Maintain Accurate Records*: \$38,000 ($\$500$ x 76 employees within the penalty statute of limitations per Labor Code section 1174.5);
- *Sick Leave*: \$2,800 (28 pay periods affected x default \$100 per pay period per Labor Code section 2699(f));

These amounts do not take into account any of the risks in proving the merits of the underlying claims that the PAGA damages are based on. The identified risks would likely eliminate several of the claims (*e.g.* minimum wages & waiting time penalties), and/or substantially reduce the number of pay periods at issue due to the inability to prove the claims in every pay period for every employee. In addition to the risks on the merits, I believe the Court may exercise its discretion to reduce PAGA penalties in this case because a majority of the civil penalties sought would be in addition to amounts owed for substantive violations, some of the violations are due to technical non-compliance with the Labor Code, such as derivative wage statement violations, several of the violations under different statutes arise from the same, singular conduct (*e.g.* not paying for off-the-clock work and not providing compliant meal and rest period, not incorporating the value of the bonuses and RSUs into the regular rate of pay for

1 purposes of overtime premiums, meal and rest period premiums and sick leave
2 premiums), Defendants produced wage and hour policies and other documents related to
3 attempts at complying with the California Labor Code that a Court may find
4 demonstrates a good faith attempt at compliance, and there were several instances where
5 the actual substantive loss experienced by PAGA Group Members was substantially less
6 per pay period than the potential maximum penalty that could be imposed. Courts are
7 statutorily authorized to use discretion to reduce penalties and the range of discretion
8 used varies substantially. *See Thurman v. Bayshore Transit Mgmt., Inc.*, 203
9 Cal.App.4th 1112, 1135 (2012) (30% reduction); *Fleming v. Covidien Inc.*, 2011 WL
10 7563047, *3–4 (C.D. Cal. 2011) (82% reduction); *Magadia v. Wal-Mart Associates,*
11 *Inc.*, 384 F.Supp.3d 1058, 1104 (N.D. Cal. 2019) (80% reduction); *Hamilton v. Juul*
12 *Labs, Inc.*, 2021 WL 5331451, *9-*10 (N.D. Cal. 2021). The 82% reduction equates to
13 roughly \$9-\$18 worth of civil penalties per pay period per employee depending on the
14 total potential value of the civil penalty (*i.e.* \$50-\$100), which is more in line with actual
15 awards based on my experience and review of awards in other cases. Thus, even if
16 using the maximum values and setting aside risks of proving the claims on the merits,
17 the total exposure may be cut to approximately \$272,801.36 (82% reduction) to
18 \$1,060,894.20 (30% reduction) or lower. It is important to note that this discretionary
19 reduction is completely separate and in addition to any risks on the merits. Given the
20 substantial risks associated with the claims, I believe the amount that might ultimately
21 be awarded under this claim would be significantly lower than the maximum civil
22 penalties available. I believe allocating \$20,000 to the PAGA claims in this case is
23 appropriate, especially in light of amounts that Courts have approved as reasonable
24 valuations in other cases. *See Nordstrom Com. Cases*, 186 Cal.App.4th 576, 589 (2010)
25 (approving \$0 allocation to the resolution of PAGA claims based on their being disputed
26 and being part of a class settlement which was evaluated based on the terms of the
27 agreement overall); *Junkersfeld v. Med. Staffing Sols., Inc.*, 2022 WL 2318173, *8 n.2
28 (E.D. Cal. 2022) (collecting cases with PAGA settlement values ranging from .037%-

1 1%); *Jennings v. Open Door Marketing, LLC*, 2018 WL 4773057, *9 (N.D. Cal. 2018)
2 (approving settlement of PAGA claims at 0.6% of total estimated value due to risk of no
3 recovery); *Ruch v. AM Retail Grp., Inc.*, 2016 WL 5462451, *7 (N.D. Cal. 2016)
4 (approving \$10,000 PAGA settlement allocation where total PAGA penalty exposure
5 was approximately \$5.2 million, or 0.2% of total estimated value); *Davis v. Cox*
6 *Commc'ns California, LLC*, 2017 WL 1496407, *1 (S.D. Cal. 2017) (preliminarily
7 approving \$4,000 PAGA allocation in \$275,000 settlement); *Moore v. Fitness Int'l,*
8 *LLC*, 2014 WL 12571448, *5 (S.D. Cal. 2014) (approving \$2,500 PAGA allocation
9 when attorneys' fees award alone amounted to \$200,000); *Jack v. Hartford Fire Ins.*
10 *Co.*, 2011 WL 4899942, *6 (S.D. Cal. 2011) (approving \$3,000 PAGA allocation in
11 \$1,200,000 settlement); *Singer v. Becton Dickinson & Co.*, 2010 WL 2196104, *2 (S.D.
12 Cal. 2010); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *1, *9 (N.D. Cal. 2009)
13 (approving \$1,500 PAGA allocation in \$1,026,000 settlement); *Syed v. M-I, L.L.C.*,
14 2017 WL 714367, *13 (E.D. Cal. 2017) (approving \$100,000 PAGA allocation in
15 \$3,950,000 gross settlement amount allocated to California class even though PAGA
16 exposure was calculated at \$53,600,000, or 0.2% of total estimated potential value);
17 *Garcia v. Gordon Trucking, Inc.*, 2012 WL 5364575, *6-*7 (E.D. Cal. 2012) (approving
18 \$10,000 PAGA allocation in a \$3,700,000 settlement); *Franco v. Ruiz Food Prod., Inc.*,
19 2012 WL 5941801, *14 (E.D. Cal. 2012) (\$10,000 PAGA allocation from \$2,500,000
20 settlement fund); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D. Cal.
21 2011) (\$10,000 PAGA allocation from \$6,900,000 settlement fund).

22 11. In summary, Plaintiff's gross recovery of \$246,500 under the Agreement equals
23 approximately 6% of the maximum value of the claims in this matter (\$3,816,477.47) and between 17%
24 and 47% of the more realistic range of recovery (\$524,034.16 to \$1,480,009.80). After deducting the
25 proposed allocations for attorneys' fees and costs, any Enhancement Payment, Settlement
26 Administrator Costs, the FLSA Settlement Fund, and the PAGA Payment from the Gross Settlement
27 Amount, the net recovery under the Agreement is \$90,649.63, which represents approximately 2% of
28 the maximum value of the claims in this matter. The net recovery also represents between 6.12% and

1 17.3% of the more realistic range of recovery. The average net award payable to Class Members is
2 approximately \$455.53, which is the equivalent of approximately \$9.32 per workweek. Class Members
3 who also become Collective Members by simply cashing their Individual FLSA Payment, which will
4 increase the maximum amount they will receive by up to \$529.49, with the average increase being
5 approximately \$102.04 per person. Thus, the combined maximum for Class Members who are also
6 Collective Members will be approximately \$3,100.84 and the combined average will be approximately
7 \$556.03, which is the equivalent of approximately \$11.37 per workweek. The combined class and
8 FLSA recovery (\$110,650) recovery represents approximately 3% of the maximum value of the claims
9 in this matter and between 7.48% to 21.12% of the more realistic range of recovery. I believe the
10 Agreement is fair, reasonable, and adequate, representing a reasonable compromise of claims based on
11 the legal and factual disputes in this case. The ability to secure a guaranteed settlement now and ensure
12 Class Members receive some compensation, rather than proceed to further litigation and potentially
13 recover nothing, was a motivating factor in reaching this Agreement.

14 12. In agreeing to represent Plaintiff and take on the case for all Class Members, our office
15 agreed to take this case on a contingency basis, meaning that we would take a percentage of any
16 settlement or judgment should we recover a monetary amount. We took a risk that we would not
17 recover any money in this matter if we were unsuccessful at trial. We also took on the risk that the case
18 may be subject to an unfavorable summary judgment ruling. However, we believe it is important to
19 make sure employees are able to find affordable representation in order to ensure that employers are
20 complying with all their legal obligations towards employees and paying employees all their hard-
21 earned wages. We rely on attorneys' fee awards in order to continue working to ensure California
22 wage and hour protections are enforced. Recovery of our full lodestar plus an appropriate multiplier is
23 necessary to compensate for the risk undertaken. Otherwise, we could not continue to represent
24 employees who are denied wages, but whose cases may be time-consuming and difficult to prove.
25 There have been many class cases we have litigated where, ultimately, we get zero for our time because
26 we are unable to meet certification requirements or the company becomes financially insolvent.
27 Additionally, there are numerous occasions, like in this case, where the fee recovered actually results in
28

1 a negative multiplier of our lodestar as the amount of work required to obtain a good result for the class
2 is usually more than the 35% common fund request we make to compensate our time.

3 13. I am a shareholder at Shimoda & Rodriguez Law, PC. My law firm is a boutique law
4 practice that focuses primarily on employment litigation, emphasizing wage and hour litigation. I
5 attended and graduated college from U.C. Davis, receiving a Bachelor of Arts in Philosophy and the
6 Departmental Citation for Academic Achievement in the Philosophy program. I was one of only two
7 recipients of this award out of the entire Philosophy Department. After U.C. Davis, I attended the
8 University of the Pacific, McGeorge School of Law, graduating in 2011 and receiving a Juris
9 Doctorate. I graduated in the top 20% of my class and was a member of the Traynor Honor Society at
10 McGeorge. Other academic achievements of mine include receiving a Witkin Award (top grade) in my
11 legal research and writing course, a Witkin Award in complex civil litigation, being a member of the
12 Dean's List from 2008 to 2011, being a Legislative Staff Writer for the *McGeorge Law Review* from
13 2009–2010, being an Associate Comment Editor for the *Pacific McGeorge Global Business &*
14 *Development Law Journal* from 2010–2011, and being selected as a Sacramento County Bar
15 Association Diversity Fellow in 2009. I was also a member of the Employment and Labor Law Society
16 and an officer for the Latino Law Students Association from 2009 to 2010.

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

1 Post-*Viking River Cruises* World (Sacramento County Bar Assoc., Nov. 2022). I was elected to the
2 Sacramento County Bar Association Labor and Employment Law Section’s executive committee in
3 2019 and was the Chair of the executive committee for 2022. I have also been a member of the
4 Presiding Judge Civil Law Advisory Committee for Sacramento County Superior Court since August
5 2020. My practice focuses on complex civil litigation, including wage and hour class actions, PAGA
6 claims, and Fair Labor Standards Act (“FLSA”) claims. I am actively involved in most all of the
7 complex litigation handled by our firm. Class and/or PAGA actions I have litigated or am currently
8 litigating, including the instant case, includes, but is not limited to, the following:

- 9 • *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- 10 • *Adams-Anguy v. Placer Title Company, et al.*, Case No. SCV0040845 (Placer Sup. Ct.);
- 11 • *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- 12 • *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- 13 • *Aslam v. American Custom Private Security, Inc.*, Case No. STK-CV-UOE-2018-0012080
14 (San Joaquin Sup. Ct.);
- 15 • *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- 16 • *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- 17 • *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac.
18 Sup. Ct.);
- 19 • *Barkhousen v. Bank of Stockton*, Case No. STK-CV-UOE-2019-17145 (San Joaquin Sup.
20 Ct.);
- 21 • *Benak v. MDStat Urgent Care, Inc.*, Case No. 34-2015-00188181 (Sac. Sup. Ct.);
- 22 • *Bigornia v. Quest Diagnostics Clinical Laboratories, Inc., et al.*, Case No. 34-2019-
23 00271174 (Sac. Sup. Ct.);
- 24 • *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup.
25 Ct.);
- 26 • *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup.
27 Ct.);
- 28 • *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac.

- Sup. Ct.);
- *Castorena v. Flowmaster, Inc.*, Case No. CV18-2191 (Yolo Sup. Ct.);
 - *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup. Ct.);
 - *Carr, et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
 - *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-00209613 (Sac. Sup. Ct.);
 - *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
 - *Cress, et al. v. Mitsubishi Chemical Carbon Fiber and Composites, Inc.*, Case No. 34-2017-00222101 (Sac. Sup. Ct.);
 - *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.);
 - *Ferreyra v. Point Digital Finance, Inc., et al.*, Case No. 20CV373776 (Santa Clara Sup. Ct.);
 - *Foye v. The Golden 1 Credit Union*, Case No. 34-2018-00235003 (Sac. Sup. Ct.);
 - *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
 - *Garcia v. Royal Plywood Company, LLC, et al.*, Case No. 34-2017-00221627 (Sac. Sup. Ct.);
 - *Gomes v. Progressive Casualty Insurance Company*, Case No. 34-2018-00241979 (Sac. Sup. Ct.);
 - *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
 - *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
 - *Gonzalez v. Northcentral Pizza, LLC, et al.*, Case No. 34-2019-00252018 (Sac Sup. Ct.);
 - *Gordon, et al. v. Hospice Source, LLC, et al.*, Case No. 34-2019-00250022 (Sac. Sup. Ct.);
 - *Gotts v. John L. Sullivan Chevrolet, Inc.*, Case No. 34-2018-00231576 (Sac Sup. Ct.);
 - *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
 - *Hellum v. AI Protective Services, LLC, et al.*, Case No. 34-2018-00234449 (Sac. Sup. Ct.);
 - *Hercules v. Maximus Services, LLC, et al.*, Case No. 34-2019-00268385 (Sac Sup. Ct.);
 - *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac. Sup. Ct.);
 - *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
 - *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);

- *Insixiengmay v. Hyatt Corporation, et al.*, Case No. 2:18-cv-02993-TLN-DB (E.D. Cal.);
- *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- *McMahon v. Airco Mechanical, Inc.*, Case No. 34-2019-00259269 (Sac. Sup. Ct.);
- *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- *Nguyen v. Cardinal Health Pharmacy Services, LLC, et al.*, Case No. 2:19-cv-01939-KJM-EFB (E.D. Cal.);
- *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- *Roberts v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-00082201 (Sac Sup. Ct.);
- *Salas, et al. v. Joint Ventures, LLC, et al.*, Case No. 34-2018-00227493 (Sac. Sup. Ct.);
- *Salmon v. Ovarions Fanfare, L.P., et al.*, Case No. 34-2018-00244749 (Sac. Sup. Ct.) ;
- *Scarano v. J.R. Putman, Inc.*, Case No. 34-2018-00244753 (Sac. Sup. Ct.) ;
- *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- *Sullivan v. National Response Corporation*, Case No. 34-2018-00244757 (Sac. Sup. Ct.);
- *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac. Sup. Ct.);
- *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.); and
- *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

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

16. My partner, Galen T. Shimoda, Esq., worked with me on this matter and was critical in assisting with all aspects of the litigation of this case. Mr. Shimoda and I are some of only a handful of plaintiff attorneys located in Sacramento who handle wage and hour class actions. Mr. Shimoda attended and graduated from the University of Utah in 2000 with a B.S. in Business Management and a B.A. in Asian Studies, with a minor in Japanese language. He then attended and graduated from the

University of the Pacific, McGeorge School of Law and received his J.D. degree in 2003. He graduated from McGeorge in the top 5% of his class and was a member of the Order of the Coif and Traynor Honor Society. Since graduating from McGeorge, Mr. Shimoda has authored a number of employment law articles for journals and our firm regularly publishes articles on our firm's website. Mr. Shimoda has been a regular panel speaker for the CEB (Continuing Education of the Bar) Employment Review seminars from 2014 to the present. His speaking engagements include the following: 1) Lorman Military Leave Law Speaker; 2) Restaurant Association Speaker at Annual Seminar (Los Angeles); 3) Federal Bar Association, Sacramento Chapter: 2015 Amendments to the Federal Rules of Civil Procedure (Mar. 30, 2016); 4) CEB – Employment Law Practice: 2016 Year in Review (Jan. 20, 2017); 5) CEB – Employment Law Practice: 2015 Year in Review (Jan. 22, 2016); 6) CEB – Employment Law Practice: Year in Review (2014) (Jan. 9, 2015); 7) CEB - Employment Law Practice: Year in Review (2013) (Jan. 10, 2014); 8) Sacramento County Bar Association - Class Actions from the Trenches: Real World Experiences from the Plaintiff and Defense Bar (Feb. 21, 2012); 9) Sacramento Employer Advisory Council – Wage and Hour Workshop: Going Beyond the Exemption Discussion (Apr. 7, 2016); 10) Sacramento Employer Advisory Council - Wage & Hour Panel and AB 1825 Training: Updates on California's New Wage Laws and Manager Compliance Training (Apr. 25, 2017); 11) Sacramento County Bar Association, Labor and Employment Section – PAGA Representative Litigation: Emerging Trends and Issues (May 17, 2016); 12) Sacramento Business Journal Panel – Overtime Rules (Jun. 23, 2016); 13) Association of Defense Counsel of Norther California & Nevada - Employment Law Update – Do the Math: Calculation Exposure and Damages in Wage and Hour Cases (Aug. 12, 2016); 14) California Employment Lawyers Association - PAGA Today and PAGA Tomorrow: Moderate-Advanced Issues In PAGA Litigation (Oct. 20, 2017); 15) California Employment Lawyers Association Advanced Wage and Hour Seminar – Better Know a Venue Roundup (May 17, 2019). Mr. Shimoda has been AV rated by Martindale Hubbell since 2013, was recognized as a Super Lawyer (Rising Star) from approximately 2009 to 2013 and was recognized as a Super Lawyer from 2014 to present.

17. Mr. Shimoda has practiced law in California since being admitted to the State Bar in 2003, litigating wage and hour class actions and individual wage and hour litigation among other cases.

1 Mr. Shimoda began practicing class action law on the defense side at the firm of Orrick, Herrington &
2 Sutcliffe LLP. He then switched to plaintiff class action work in 2005. His class action experience is
3 in wage and hour law. Mr. Shimoda has litigated several class action cases in California State and
4 Federal Courts, including up to certification, settlement, preliminary and final approval, and
5 disbursement of monies, and has been found to be satisfy the adequacy requirements for class counsel.
6 Some of the class action and/or PAGA cases he is litigating and/or has litigated as lead or co-counsel
7 include the following:

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

- 1 • *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-
2 00209613 (Sac. Sup. Ct.);
- 3 • *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- 4 • *Colbert v. American Home Craft Inc.*, Case No. 05AS05012 (Sac. Sup. Ct.);
- 5 • *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.)
- 6 • *Diosdado v. Nor-Cal Venture Group, Inc., et al.*, Case No. STK-CV-UOE-2020-0008242
7 (San Joaquin Sup. Ct.);
- 8 • *Dugue v. Sierra Forever Families, et al.*, Case No. 34-2017-00210770 (Sac. Sup. Ct.);
- 9 • *Fadhl v. Siemens Healthcare Diagnostics, Inc., et al.*, Case No. 34-2017-00209518 (Sac.
10 Sup. Ct.);
- 11 • *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No. 20CV01255 (Butte Sup. Ct.);
- 12 • *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- 13 • *Gerard v. Les Schwab Tires Center of California, Inc.*, Case No. 34-2007-300000003 (Sac.
14 Sup. Ct.);
- 15 • *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- 16 • *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- 17 • *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- 18 • *Hernandez et al. v. MP Nexlevel, LLC et al*, Case No. 3 :16-cv-03015-JCS (N.D. Cal.);
- 19 • *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac Sup. Ct.);
- 20 • *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- 21 • *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- 22 • *James v. Language World Services, Inc., et al.*, Case No. 34-2020-00279929 (Sac. Sup. Ct.);
- 23 • *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- 24 • *Koretsky v. Furniture USA, Inc.*, Case No. 34-2014-00172142 (Sac. Sup. Ct.);
- 25 • *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- 26 • *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac. Sup. Ct.);
- 27 • *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac.
28 Sup. Ct.);

- *Miller v. Leaders in Community Alternatives*, Case No. FCSO47249 (Solano Sup. Ct.);
- *Pickens v. Elica Health Centers*, Case No. 34-2016-00200382 (Sac. Sup. Ct.);
- *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- *Rickwalt v. Direct Reconditioning, LLC, et al.*, Case No. 34-2015-00175642 (Sac. Sup. Ct.);
- *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-00082201 (Sac Sup. Ct.);
- *Rogers v. Les Scwhab Tires Center of California, Inc.*, Case No. 34-2009-00066320 (Sac. Sup. Ct.);
- *Schechter et al. v. Isys Solutions, Inc.*, Case No. RG10550517 (Alameda Sup. Ct.);
- *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac. Sup. Ct.);
- *Valencia v. Lowbrau Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac Sup. Ct.);
- *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.);
- *Williams v. Civic Development Group*, Case No. 06AS00267 (Sac. Sup. Ct.); and
- *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

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

19. My associate, Renald Konini, Esq., also worked with me on this case. In May 2011, Mr. Konini graduated from Seton Hall University School of Law. Prior to moving to California, he practiced law in New Jersey. While working for my firm, Mr. Konini has worked on a variety of individual and class action cases, including those involving wage and hour claims, Private Attorney General Act claims, wrongful termination claims, discrimination claims, retaliation claims, and harassment claims. Mr. Konini passed the July 2016 California Bar Examination and started practicing as an associate at my firm from approximately April 2019 to February 2021. He rejoined my firm in

1 September 2022. Mr. Konini has experience drafting written discovery, taking and defending
2 depositions, calculating class-wide damages, interviewing putative class members, drafting motions
3 and briefs on complex class action procedures, negotiating class and individual damages claims, and
4 communicating with opposing counsel regarding these items in navigating the litigation. Mr. Konini
5 has also worked on other class and/or PAGA wage and hour actions that my firm has filed, namely
6 *Bertelli v. Air Products and Chemicals, Inc.*, Case No. 34-2018-00236898 (Sac. Sup. Ct.), *Carr v.*
7 *Howroyd-Wright Employment Agency, Inc.*, Case No. 34-2018-00228290 (Sac. Sup. Ct.), *Gomez v.*
8 *Vander Schaaf Dairy, et al.*, Case No. STK-CV-UOE-2020-0003954 (San Joaquin Sup. Ct.), *Haggins*
9 *v. Kelly Services, Inc.*, Case No. 34-2017-00220473 (Sac. Sup. Ct.), *Hussaini v. Integrated Resources,*
10 *Inc.*, et al, Case No. 34-2021-00297152 (Sac. Sup. Ct.), *Kee, et al. v. Dr. Jeffrey A. Saladin, Dental*
11 *Corporation (D/B/A Children's Choice Pediatric Dental Care), et al.*, Case No. 34-2020-00290072
12 (Sac. Sup. Ct.), *Lear v. Raxium, Inc.*, Case No. 21CV004358 (Alameda Sup. Ct.), *Serrano v. Cool*
13 *Time, LLC*, Case No. 34-2021-00312356 (Sac. Sup. Ct.), *Grebe v. Mary Ann's Baking Co., Inc.*, Case
14 No. 34-2020-00285254-CU-OE-GDS (Sac. Sup. Ct.), *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No.
15 20CV01255 (Butte Sup. Ct.), *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac.
16 Sup. Ct.), *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac.
17 Sup. Ct), *Pek, et al v. Varris Management, Inc.*, Case No. STK-CV-UOE-2020-3954 (San Joaquin Sup.
18 Ct.), *Valencia v. Lowbrau Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac Sup. Ct). Mr.
19 Konini's practice largely revolves around wage and hour matters, including class and PAGA claims.

20 20. My office is requesting attorneys' fees and costs pursuant to the common fund doctrine
21 as I believe it to be applicable to the present case pursuant to *Serrano v. Priest*, 20 Cal.3d 25, 34-35
22 (1977), *Laffitte v. Robert Half Internat. Inc.*, 1 Cal.5th 480 (2016), and *Paul, Johnson, Alston & Hunt v.*
23 *Grauly*, 886 F.2d 268, 271 (9th Cir. 1989); and *Boeing Co. v. Van Gemert*, 444 U.S. 472, 477-478
24 (1980). Plaintiff has been able to secure an identifiable benefit on behalf of Class Members and equity
25 counsels that the cost of the representation should be born equally amongst all Class Members
26 receiving these benefits. The settlement recovery provides a good result and is the product of
27 substantial time and effort in analyzing the facts and law applicable to this case. There was substantial
28 risk in agreeing to take this case on a contingency basis and as a class action with the possibility that

our firm would not receive any compensation our time and efforts due to issues regarding the merits and/or certification and have carried that risk over the course of the case. In my experience, the attorney's fee request of thirty-five percent (35%) of the common fund is within ranges typically approved in wage and hour class action litigation. This includes awards in Sacramento County Superior Court. For example, in November 2022, the Sacramento County Superior Court approved a fee request of 35% and the same hourly rates for Mr. Shimoda and myself in connection with a motion for final approval of a wage and hour class action settlement in *Strawn v. Bridgestone Retail Operations, LLC*, Case No. 34-2018-00242049 (Sac. Sup. Ct.).

21. I believe a lodestar cross check supports finding a 35% fee award is appropriate in this case. The total lodestar is approximately \$167,930 based on approximately 285.2 total hours, which includes an estimated 10 hours of time for myself preparing for and attending the final approval hearing, ensuring compliance, and the disbursement of funds consistent with a final approval order. I have reviewed our firm's billing records with Mr. Shimoda and Mr. Konini and have created a summary chart showing the task categories and hours worked by each billing attorney in each category. A true and correct copy of the summary chart is being filed with this Motion as Exhibit F. In reviewing the entries, I believe the hours reported are accurate. To the extent we believe it appropriate to do so in any given assignment, we attempt to assign tasks to the billing attorney with the lower rate in order to reduce costs that otherwise might inhibit the likelihood a case will resolve. Our firm uses billing software, which tracks the entries by day and time. Our billing software also records time in 1/10 of an hour increments. A summary of the entries in Exhibit F by timekeeper is as follows:

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Lodestar</u>
Galen T. Shimoda	65.4	\$725	\$47,415
Justin P. Rodriguez	135.5	\$625	\$84,687.50
Renald Konini	84.3	\$425	\$35,827.50
Total:	285.2	--	\$167,930

22. I believe the requested rates are within the prevailing market rates for Sacramento County, and elsewhere. Mr. Konini, myself, and Mr. Shimoda have approximately 8 years, 13 years,

1 and 20 years of experience, respectively, litigating complex wage and hour class and PAGA actions.
2 Again, Sacramento County Superior Court has approved these rates for myself and Mr. Shimoda in
3 November 2022. *See Strawn v. Bridgestone Retail Operations, LLC*, Case No. 34-2018-00242049
4 (Sac. Sup. Ct.). Mr. Konini was approved at these rates in connection with a wage and hour class
5 action in Sacramento County Superior Court in January 2023. *See Kee, et al. v. Dr. Jeffrey A. Saladin,*
6 *Dental Corporation (D/B/A Children's Choice Pediatric Dental Care), et al.*, Case No. 34-2020-
7 00290072. Awarding fees at the hourly rate in effect at the time of the fee request is an appropriate and
8 judicially approved method. *See Missouri v. Jenkins by Agyei*, 491 U.S. 274, 283 (1989). I believe the
9 request of \$86,275 (approximately 35%) for attorneys' fees is justified given the results obtained on
10 behalf of the class. Such an award would result in a negative multiplier of approximately .51x of our
11 lodestar, which is substantially less than a typical 2x-4x multiplier applied in other cases. *See Wershba*
12 *v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 255 (2001) ("Multipliers can range from 2 to 4 or even
13 higher").

14 23. Although the Agreement set out a maximum of \$15,000.00 for potential attorney's costs,
15 the total costs incurred or that will be incurred through a compliance hearing by Class Counsel is
16 \$12,625.37. A true and correct copy of my firm's itemized costs incurred prior to the filing of this
17 Motion and the expected costs incurred through the final approval and compliance hearings is attached
18 to this declaration as Exhibit D. These costs were all incurred to advance the interests of Class
19 Members in this litigation and are of the kind that we would normally bill to fee paying clients. The
20 difference in the actual costs and the maximum amount allocated under the Agreement will be added to
21 the Net Settlement Amount and disbursed to Participating Class Members.

22 24. A copy of the Agreement and the entire Motion was submitted to the LWDA for review
23 at the same time the Motion was submitted to the Court pursuant to California Labor Code section
24 2699(1)(2). A true and correct copy of documents demonstrating the settlement documents were
25 provided to the LWDA and that the LWDA has confirmed receipt are being filed with this Motion as
26 Exhibit E.

27 25. To the extent final approval is granted, we will file a notice of entry of judgement. For
28 the reasons already stated above, the ease of access and longevity of records on the public access web

1 portal will make it easier for Class Members and Collective Members to obtain and review the notice of
2 judgment well into the future.

3 26. The designated *cy pres* beneficiary is the State of California's Controller. All
4 uncollected funds from Participating Class Members will escheat to the State of California's Controller,
5 to be held in the name of each expired check payee, pursuant to applicable unclaimed property laws.
6 Only those funds that remain from Participating Class Member's uncashed Individual Settlement
7 Payment checks will be sent to the State of California's Controller

8 27. The State of California's Controller is managed by the State of California. Neither my
9 firm, myself, Mr. Konini, nor Mr. Shimoda have any interest or have ever received any compensation,
10 direct or indirect, for designating the California Unclaimed Property Fund as *cy pres* beneficiary.

11 I declare under penalty of perjury under the laws of the State of California that the foregoing is
12 true and correct. Executed on June 13, 2025 in Elk Grove, California.

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

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

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SACRAMENTO**
10

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

13 Plaintiff,

14 vs.

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

18 Defendants.
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Case No. 23CV008326

*Assigned for All Purposes to Hon. Jill H. Talley
Department 23*

CLASS ACTION

**DECLARATION OF CASSANDRA POLITES
OF ILYM GROUP, INC. IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF CLASS
ACTION, COLLECTIVE ACTION AND PAGA
SETTLEMENT**

Date: July 11, 2025

Time: 9:00 a.m.

Dept.: 23

Judge: Hon. Jill H. Talley

Filed: September 11, 2023

FAC Filed: January 12, 2024

SAC Filed: February 13, 2025

Trial Date: None Set

1 I, Cassandra Polites, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case
3 Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional settlement
4 services provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court
5 to serve as the Settlement Administrator for the above captioned, *Ruiz v. Symbolic LLC, et al* matter. I am
6 authorized to make this declaration on behalf of ILYM Group and myself. I have personal knowledge of
7 the facts herein, and, if called upon to testify, I could and would testify competently to such facts.

8 2. ILYM Group has extensive experience in administering class action settlements, including
9 direct mail services, database management, claims processing and settlement fund distribution services
10 for Class Actions ranging in size from 26 to 4.5 million settlement class members.

11 3. ILYM Group was engaged by the Parties’ counsel and subsequently approved and
12 appointed by the Court to provide notification services and settlement administration, pursuant to the terms
13 of the Settlement, in the above referenced Action. Duties performed to-date and to be performed after final
14 approval of the Settlement is granted, include: (a) translating the mailing documents into Spanish; (b)
15 printing and mailing the *Notice of Proposed Settlement of Class Action and Hearing Date for Final Court*
16 *Approval*, in both English and Spanish (referred to as “Notice of Settlement”); (c) receiving and processing
17 requests to opt-out and objections to the Settlement; (d) resolving Class Members’ disputes over the
18 number of workweeks Defendant has record of them working during the Class Period, which was pre-
19 printed on their individualized Notice of Settlement; (e) establishing a QSF account and calculating their
20 Individual Settlement Payment, Individual FLSA Payment, and/or Individual FLSA; (f) processing and
21 mailing settlement award checks; (g) handling tax withholdings as required by the Settlement and the law;
22 (h) preparing, issuing and filing tax returns and other applicable tax forms; (i) handling the distribution of
23 any unclaimed funds pursuant to the terms of the Settlement; and (j) performing other tasks as the Parties
24 mutually agree to and/or the Court orders ILYM Group to perform.

25 4. On January 30, 2025, ILYM Group received the Court approved text for the Notice of
26 Settlement from Class Counsel. ILYM Group prepared a draft of the formatted Notice of Settlement,
27 which was approved by the Parties’ counsel prior to mailing.
28

1 5. On March 13, 2025, ILYM Group received the class data file from counsel for Defendant,
2 which contained the name, social security number, last known mailing address, and the number of
3 workweeks for each Class Member, Collective Member, and PAGA Group Member (“Class List”). The
4 data file was uploaded to our database and checked for duplicates and other possible discrepancies. The
5 Class List contained unique records for 199 individuals who worked a total of 9,730 work weeks.

6 6. As part of the preparation for mailing, all 199 names and addresses contained in the Class
7 List were then processed against the National Change of Address (“NCOA”) database, maintained by the
8 United States Postal Service (“USPS”), for purposes of updating and confirming the mailing addresses of
9 the Class Members before mailing of the Notice of Settlement. The NCOA contains requested change of
10 addresses filed with the USPS. To the extent that an updated address was found in the NCOA database,
11 the updated address was used for mailing the Notice of Settlement. To the extent that no updated address
12 was found in the NCOA database, the original address provided by counsel for Defendants was used for
13 the mailing.

14 7. On March 26, 2025, the Notice of Settlement was mailed, in both English and Spanish, via
15 U.S First Class Mail, to all 199 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is
16 a true and correct copy of the mailed Notice of Settlement.

17 8. As of the date of this declaration 24 Notice of Settlement mailings have been returned to
18 our office of which none were returned with a forwarding address. ILYM Group performed a
19 computerized skip trace on the 24 returned Notice of Settlement mailings that did not have a forwarding
20 address, in an effort to obtain an updated address for the purpose of re-mailing. As a result of this skip
21 trace, 20 updated addresses were obtained and the Notice of Settlement was promptly re-mailed to those
22 Class Members, via U.S. First Class Mail.

23 9. As of the date of this declaration, a total of 20 Notice of Settlement mailings have been re-
24 mailed as a result of ILYM Group’s skip tracing efforts.

25 10. As of the date of this declaration, a total of 4 Notice of Settlement mailings have been
26 deemed undeliverable as no updated addresses were found notwithstanding the skip tracing.

27 11. As of the date of this declaration, ILYM Group has not received any request to opt out of
28 the Settlement. The deadline to opt out of the Settlement was May 27, 2025.

12. As of the date of this declaration, ILYM Group has not received any objections to the Settlement. The deadline to submit a written objection to the Settlement was May 27, 2025.

13. As of the date of this declaration, ILYM Group has not received any disputes from Class Members. The deadline to submit a dispute was May 27, 2025.

14. The Net Settlement Amount available to Participating Class Members is estimated to be \$90,649.63 and was calculated by subtracting the requested attorneys' fees (\$86,275.00), the amount requested for litigation costs and expenses (\$12,625.37), the requested Incentive Award (\$10,000.00), the FLSA Settlement Fund (\$20,000.00), the requested Settlement Administrator Costs (\$6,950.00), and the PAGA Fund (\$20,000.00) from the Gross Fund Value \$246,500.00.

15. As of this date, there are 199 Class Members who did not submit a timely and valid request to opt out and are therefore deemed to be Participating Class Members. The Individual Class Payment is allocated on a pro rata basis using their work weeks worked.

16. The *highest* Individual Settlement Payment to a Participating Class Member is currently estimated to be approximately \$2,571.36 and the *average* Individual Settlement Payment is currently estimated to be approximately \$455.53. These amounts are subject to employee-side tax and withholdings.

17. The *highest* Individual FLSA Payment to a Participating Class Member is currently estimated to be approximately \$529.49 and the *average* Individual FLSA Payment is currently estimated to be approximately \$102.04. These amounts are subject to employee-side tax and withholdings.

18. Pursuant to the Agreement, 25% of the PAGA Penalties payment \$5,000.00 will be allocated to PAGA Group Members regardless of whether he or she opted out of the Settlement; PAGA Group Members cannot opt out of the Released PAGA Claims. There are 175 PAGA Group Members who worked 3,239 work weeks during the PAGA period.

19. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement administration, are \$6,950.00. ILYM Group's work in connection with this matter will continue with the calculation of the settlement award payments, issuance and mailing of the

1 settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that
2 the Parties mutually agree to and/or the Court orders ILYM Group to perform.

3
4 I declare under penalty of perjury under the laws of the State of California and the United States
5 that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed
6 this 11th day of June 2025, at Tustin, California.

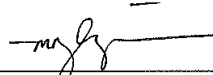
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11 CASSANDRA POLITES
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EXHIBIT “A”

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 December 18, 2024 (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 December 18, 2024 (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 December 18, 2024 (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 **276 weeks** during the applicable Class Period, **224** pay period during the applicable FLSA Period, and **61** pay period during the applicable PAGA Period (as defined below). As a result, your estimated Individual Settlement Payment is **\$2,275.65**, your estimated Individual FLSA Payment is **\$529.49**, and your estimated Individual PAGA Payment is **\$94.16**. Accordingly, the total amount you may be able to receive under the Settlement is **\$2,899.31**. 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 December 18, 2024, the FLSA Period is September 11, 2020, through December 18, 2024, and the PAGA Period is September 8, 2022, through December 18, 2024.

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 May 27, 2025. 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 May 27, 2025. 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 May 27, 2025. The request to opt out must be mailed by First Class U.S. Mail, or the equivalent, to:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Email: claims@ilymgroup.com

If you submit a request to opt out which is not postmarked by May 27, 2025, 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 May 27, 2025. Written objections must be sent to the Settlement Administrator at the address identified in Section III.B.

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

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

If the Court grants final approval of the Settlement, the Court will make and enter judgment consistent therewith. A notice of entry of judgment will be filed with the Court and available online at (<https://prod-portal-sacramento-ca.journaltech.com/public->

[portal/?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 9th Street Sacramento, California 95814, on July 11, 2025, at 9:00 a.m. 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 (888) 250-6810

BY ORDER OF THE COURT

TRIBUNAL SUPERIOR DE CALIFORNIA
POR EL CONDADO DE SACRAMENTO

VANESSA RUIZ, individualmente y en nombre
de todos los demás empleados en situación
similar,

Demandante,

vs.

SYMBOTIC LLC, una compañía de
Responsabilidad Limitada de Delaware;
SYMBOTIC, INC., una compañía de Delaware; y
OTRAS del 1 al 100, inclusive,

Demandados.

Caso No. 23CV008326

**AVISO DE PROPUESTA DE DEMANDA
COLECTIVA, ACCIÓN COLECTIVA Y
ACUERDO PAGA; Y FECHA DE AUDIENCIA
PARA LA APROBACIÓN FINAL DEL
ACUERDO POR PARTE DEL TRIBUNAL**

ATENCIÓN: Todos los empleados no exentos que fueron contratados por los Demandados en el Estado de California en cualquier momento entre el 11 de septiembre de 2019 y el 18 de diciembre de 2024 (los "Miembros de la Demanda"); Todos los empleados no exentos que fueron contratados por los Demandados en el Estado de California en cualquier momento entre el 11 de septiembre de 2020 y el 18 de diciembre de 2024 (los "Miembros Colectivos"); Todos los empleados no exentos que fueron empleados por los Demandados en el Estado de California en cualquier momento entre el 8 de septiembre de 2022 y el 18 de diciembre de 2024 (los "Miembros del Grupo PAGA").

POR FAVOR, LEA ATENTAMENTE ESTE AVISO. ESTE AVISO ESTÁ RELACIONADO CON UN ACUERDO PROPUESTO POR LITIGIOS COLECTIVOS Y DE PAGA; Y EL POSIBLE DESEMBOLSO DE FONDOS DEL ACUERDO PARA USTED. SI USTED ES UN MIEMBRO DE LA DEMANDA Y/O UN MIEMBRO COLECTIVO, ÉSTE CONTIENE INFORMACIÓN IMPORTANTE SOBRE SU DERECHO A PARTICIPAR EN EL ACUERDO O A EXCLUIRSE DE ÉL SEGÚN LOS PROCEDIMIENTOS QUE SE DESCRIBEN A CONTINUACIÓN.

Usted recibe este aviso de conformidad con una orden del Tribunal Superior del Condado de Sacramento ("Tribunal") que concede la moción del Demandante para la aprobación preliminar de una Estipulación Conjunta Relativa a la Demanda Colectiva, la Acción Colectiva; y el Acuerdo y Liberación de PAGA ("Acuerdo" o "Acuerdo") que considera como justa, razonable y adecuada. El Acuerdo se celebró entre la Demandante Vanessa Ruiz ("Demandante" o "Representante de la Demanda") y los Demandados Symbotic LLC y Symbotic, Inc. ("Demandados"). Los términos del Acuerdo se describen en el presente documento. Usted recibe este aviso porque los registros de los Demandados indican que usted se encuentra dentro de la definición de "Miembro de la Demanda", "Miembro Colectivo" y/o Miembro del Grupo PAGA. Los registros de los Demandados también indican que usted trabajó **276** semanas durante el Período aplicable de la Demanda aplicable, **224** semanas durante el Período aplicable de la FLSA, y **61** semanas durante el Período aplicable de PAGA (como se define a continuación). Como resultado, su Pago estimado Individual del Acuerdo es de **\$2,275.65**, su Pago estimado Individual de la FLSA es de **\$529.49** y su Pago estimado Individual PAGA es de **\$94.16**. En consecuencia, el monto total que puede recibir en virtud del Acuerdo es de **\$2,899.31**. Su porción real de los ingresos del Acuerdo variará en función de la resolución de cualquier disputa de la semana de trabajo como se describe en este Aviso.

Los términos del Acuerdo y una descripción del caso se dan en este aviso. De conformidad con la orden del Tribunal, POR LA PRESENTE SE LE NOTIFICA LO SIGUIENTE:

II. ANTECEDENTES DEL CASO

El 11 de septiembre de 2023, la Demandante presentó una Demanda contra los Demandados en el Tribunal Superior del Condado de Sacramento, California; alegando reclamaciones de salarios y horas en su nombre y en el de empleados en situación similar. El término "Acción" se refiere a esta demanda putativa, colectiva y de PAGA pendiente ante el Tribunal Superior del Condado de Sacramento, Caso No. 23CV008326. El Período de la Demanda es del 11 de septiembre de 2019 al 18 de diciembre de 2024; el

Período de la FLSA es del 11 de septiembre de 2020 al 18 de diciembre de 2024; y el Período PAGA es del 8 de septiembre de 2022 al 18 de diciembre de 2024.

En la Acción, la Demandante buscó obtener salarios no pagados, intereses, multas legales, multas civiles, honorarios y costos en su nombre, los Miembros de la Demanda, los Miembros del Colectivo y los Miembros del Grupo PAGA. La Demandante alegó que los Demandados violaron la ley de California al 1) no pagar los salarios de horas extras, 2) no pagar los salarios mínimos, 3) no proporcionar períodos de alimentación o pagar primas en lugar de ellos, 4) no proporcionar períodos de descanso o pagar primas en su lugar, 5) no proporcionar declaraciones de salarios precisas, 6) no pagar los salarios finales, 7) no pagar el reembolso de los gastos, 8) no mantener registros precisos, 9) no proporcionar licencia paga por enfermedad, 10) pago inoportuno de salarios y 11) violar la Ley de Igualdad Salarial. La Demandante también alegó que estas acciones dieron lugar a responsabilidad en virtud de las leyes de Competencia Desleal de California, de la Ley de Normas Laborales Justas ("FLSA"), y reclamaciones de sanciones civiles en virtud de la Ley General de Abogados Privados ("PAGA"). Los Demandados han negado todos los alegatos de la Demandante. La acción ha sido litigada activamente. Ha habido investigaciones en curso y ha habido un intercambio de amplia documentación e información durante el curso del litigio. Además, las Partes han participado en una mediación de día completo facilitada por un tercero neutral. Sobre la base de las negociaciones y de todos los hechos y circunstancias conocidos, incluidos los diversos riesgos e incertidumbres relacionados con las acciones legales, las Partes llegaron a un acuerdo que cubre las reclamaciones de la Demanda, las colectivas y de PAGA afirmadas en la Acción. Al llegar a un acuerdo, las Partes evitarán los riesgos asociados con un proceso de litigio prolongado. A pesar de estar de acuerdo y apoyar el Acuerdo, los Demandados continúan negando todas las acusaciones y reclamos. Los Demandados han celebrado este Acuerdo para resolver completa, definitivamente y para siempre esta Acción, sobre la base de los términos establecidos en el Acuerdo, a fin de evitar la carga y los gastos asociados con el litigio en curso.

El Acuerdo se aplica a todos y cada uno de los Miembros de la Demanda, los Miembros Colectivos y los Miembros del Grupo PAGA según se define anteriormente. Si usted es un Miembro de la Demanda o un Miembro Colectivo, tiene la oportunidad de participar en el Acuerdo o de excluirse ("optar por no participar") del Acuerdo. Este aviso es para informar a los Miembros de la Demanda y a los Miembros Colectivos sobre cómo pueden participar en el Acuerdo o ser excluidos de éste. Como se establece a continuación, los Miembros del Grupo PAGA no pueden optar por excluirse de este Acuerdo en lo que se refiere al Fondo PAGA, su Pago Individual PAGA o las Reclamaciones de PAGA Liberadas, independientemente de si optan por no ser un Miembro de la Demanda o si optan por ser un Miembro Colectivo.

II. RESUMEN DEL ACUERDO PROPUESTO

A. El monto del Acuerdo

Bajo los términos del Acuerdo, los Demandados han acordado pagar una suma total de Doscientos cuarenta y seis mil quinientos dólares (\$246,500) ("Valor Bruto del Fondo"). Se deducirán de este Valor Bruto del Fondo las sumas aprobadas por el Tribunal para los honorarios del abogado que no excedan el 35% del Valor Bruto del Fondo; los gastos del abogado que no excedan los \$15,000, los Costos estimados del Administrador del Acuerdo que no excedan los \$15,000, una Adjudicación de Incentivo por \$10,000 para la Representante de la Demanda, \$20,000 para resolver reclamaciones en virtud de la FLSA ("Fondo del Acuerdo de la FLSA") y el pago a los Miembros Colectivos, y \$20,000 por supuestas multas PAGA (el "Fondo PAGA"); y el pago a los Miembros del Grupo PAGA, lo que resultará en un "Monto Neto del Acuerdo" para su distribución entre todos los Miembros de la Demanda. Los Demandados pagarán todos los impuestos del lado del empleador atribuibles a los pagos asignados como salarios, además del Valor Bruto del Fondo. Como se explica más adelante, los pagos a cada Miembro de la Demanda, Miembro Colectivo y/o Miembro del Grupo PAGA dependerán de la cantidad de semanas trabajadas por cada individuo dentro del Período de la Demanda, el Período de la FLSA y/o el Período de PAGA. De los \$20,000 asignados para resolver las reclamaciones de PAGA, el 75% del Fondo PAGA se pagará a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral del Estado de California y el 25% del Fondo PAGA se dividirá entre los miembros del Grupo PAGA.

A. Distribución del pago entre Miembros de la Demanda, Miembros Colectivos y Miembros del Grupo PAGA

La cantidad de semanas que trabajó durante el Período de la Demanda, el Período de la FLSA y/o el Período de PAGA y su participación estimada del Monto Neto del Acuerdo, el Fondo de la Liquidación de la FLSA y/o el Fondo de PAGA se indican en la primera página de este aviso. La cantidad real recibida puede ser mayor o menor que la cantidad establecida dependiendo del número real de semanas trabajadas por los Miembros de la Demanda, los Miembros Colectivos y/o los Miembros del Grupo PAGA después de la resolución de cualquier disputa con respecto a las semanas de trabajo, y en las distribuciones finalmente aprobadas y asignadas por el Tribunal. El pago a los Miembros de la Demanda, los Miembros Colectivos y los Miembros del Grupo PAGA se determinará dividiendo el total de sus semanas de trabajo dentro de sus respectivos períodos de reclamación por el total de semanas de trabajo de todos los Miembros de la Demanda, los Miembros Colectivos y/o los Miembros del Grupo PAGA dentro del mismo período de reclamación respectivo. Luego, esa fracción se multiplicará por el Monto Neto aplicable del Acuerdo, la porción del 25% del Fondo PAGA y/o el Fondo de Liquidación FLSA asignado para ese grupo para determinar el Pago de Liquidación Individual, el Pago Individual FLSA y/o el Pago Individual PAGA adeudado para la persona de ese grupo.

Los Demandados realizarán los pagos del Acuerdo a través del Administrador del Acuerdo. A cada Miembro Participante de la Demanda (es decir, un Miembro de la Demanda que no opte por excluirse) se le realizará su Pago Individual del Acuerdo para resolver las Reclamaciones Exoneradas de la Demanda. Para convertirse en un Miembro Colectivo o un Miembro Participante de la Demanda, debe cobrar el cheque que contiene su Pago Individual de la FLSA, el cual se enviará al Miembro Participante de la Demanda al mismo tiempo que se envía el Pago Individual del Acuerdo. Todos los pagos en virtud del Acuerdo estarán sujetos a los impuestos correspondientes. Las Partes han acordado, sobre la base de los alegatos en la Acción, que el 75% de los Pagos Individuales del Acuerdo y los Pagos Individuales de la FLSA se declararán como intereses en disputa, multas legales y otros daños no salariales por los cuales se emitirán los Formularios 1099-MISC y 1099-INT del IRS; y el 25% de los Pagos Individuales del Acuerdo y los Pagos Individuales de la FLSA se declararán como salarios en disputa para los que se emitirán los Formularios W-2 del IRS. Los pagos individuales de PAGA se declararán como 100% para multas civiles para las cuales se emitirá un Formulario 1099-MISC del IRS.

La recepción de cualquier pago en virtud del Acuerdo no dará derecho a ningún Miembro de la Demanda, Miembro Colectivo y/o Miembro del Grupo PAGA a compensación o beneficios adicionales en virtud de ningún plan o acuerdo de compensación, jubilación o beneficios vigente durante el período cubierto por el Acuerdo.

C. Los cálculos se basarán en los registros de los Demandados y en la resolución de disputas de la semana de trabajo

El monto a pagar será calculado por el Administrador del Acuerdo en función de los registros de los Demandados. Se presumirá dichos registros son correctos a menos que se proporcione evidencia de lo contrario al Administrador del Acuerdo. Los registros de los Demandados y cualquier evidencia adicional serán revisados por el Administrador del Acuerdo en caso de una disputa sobre la cantidad de semanas de trabajo trabajadas por un Miembro de la Demanda, un Miembro Colectivo y/o un Miembro del Grupo PAGA. Si una persona impugna la exactitud de los registros de los Demandados, todos los documentos de respaldo que evidencien semanas de trabajo adicionales deben ser presentados por el/la Miembro de la Demanda, el Miembro Colectivo y/o el Miembro del Grupo PAGA. La disputa debe (a) identificar la naturaleza de la disputa; (b) proporcionar cualquier información o documentación que respalde la disputa; c) estar firmado; y (d) tener matasellos a más tardar del 27 de mayo de 2025. La disputa será resuelta por el Administrador del Acuerdo en función de los registros y las pruebas proporcionadas.

D. Exoneración de reclamaciones

El Acuerdo contiene las siguientes exoneraciones:

Reclamaciones colectivas exoneradas: todas las reclamaciones que se alegaron en la Demanda Operativa, y (ii) todas las reclamaciones que razonablemente podrían haberse alegado, sobre la base de los hechos establecidos en la Demanda Operativa, incluidas las reclamaciones por (1) falta de pago de salarios mínimos; (2) falta de pago de salarios por horas extras; (3) falta de proporcionar períodos de alimentación o pagar una prima en su lugar; (4) la falta de autorización y permiso de períodos de descanso o el pago de una prima en su lugar; (5) falta de pago oportuno de los salarios finales en el momento de la terminación/finalización de la relación laboral; (6) falta de proporcionar declaraciones de salarios detalladas y precisas; (7) falta de reembolso a los empleados por los gastos comerciales; (8) prácticas comerciales desleales; (9) violación de la Ley de Igualdad Salarial de California; y, (10) reclamos de sanciones legales por violación de las secciones 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 del Código Laboral de California; sección 1021.5 del Código de Procedimiento Civil de California; secciones 3287, 3289 del Código Civil; y secciones 17200 y siguientes del Código de Negocios y Profesiones de California o cualquier Orden de Salario aplicable, independientemente de la teoría de compensación alegada durante el Período de la Demanda. Los Miembros de la Demanda no renuncian a ninguna otra reclamación, incluidas las reclamaciones por beneficios adquiridos, despido injustificado, violación de la Ley de Empleo y Vivienda Justa, seguro de desempleo, discapacidad, seguridad social, compensación laboral o reclamaciones basadas en hechos que ocurren fuera del Período de la Demanda.

Reclamaciones de FLSA exoneradas: (i) todas las reclamaciones de salarios y horas con respecto a las Partes Exoneradas en virtud de la Ley de Normas Laborales Justas, 29 U.S.C. sección 201 y siguientes que se hagan valer en la Demanda Operativa y, (ii) cualquier otra reclamación en virtud de la FLSA que razonablemente podría haberse presentado en función de los hechos alegados en la Demanda Operativa presentada en la Acción durante el Período de la FLSA.

Reclamaciones PAGA exoneradas: (i) todas las reclamaciones por multas de PAGA que se alegaron en la(s) carta(s) de notificación de la Demandante a la LWDA, y (ii) todas las reclamaciones que razonablemente podrían haberse alegado durante el Período PAGA, basadas en los hechos establecidos en la(s) carta(s) de notificación de la Demandante a la LWDA, incluidas las reclamaciones por (1) falta de pago de salarios mínimos; (2) falta de pago de salarios por horas extras; (3) no proporcionar períodos de alimentación o pagar una prima en su lugar; (4) no autorizar ni dar permiso para períodos de descanso o el pago de una prima en su lugar; (5) falta de pago puntual de los salarios finales en el momento de la terminación/finalización del empleo; (6) falta de proporcionar declaraciones de salarios detalladas y precisas; (7) falta de reembolso a los empleados por los gastos comerciales; (8) prácticas comerciales desleales; (9)

falta de pago de salarios por enfermedad; (10) reclamaciones de sanciones en virtud de la Ley General de Abogados Privados por violación de las secciones 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 y 2802-2804, 2698 y siguientes durante el Período PAGA.

Las exoneraciones se aplicarán a todas las "Partes Exoneradas" que se definen como los Demandados, y a cualquiera de sus matrices, subsidiarias, afiliadas, accionistas, miembros, agentes, predecesores, sucesores y cesionarios pasados, presentes y futuros, así como a cada uno de sus funcionarios, directores, empleados, socios, abogados, aseguradores, reaseguradores y cualquier persona o entidad que pueda ser responsable conjuntamente con los Demandados.

Los Miembros de la Demanda, los Miembros Colectivos y/o los Miembros del Grupo PAGA pueden hablar con uno de los abogados designados como Abogados de la Demanda (enumerados a continuación) de forma gratuita o hablar con su propio abogado si tienen preguntas sobre las reclamaciones exoneradas y lo que significan.

III. ¿CUÁLES SON SUS DERECHOS COMO MIEMBRO DE LA DEMANDA?

A. Participar en el Acuerdo como Miembro de la Demanda y Miembro Colectivo

Si desea ser un Miembro Participante de la Demanda y cree que la información de su semana de trabajo es precisa, no necesita realizar ninguna otra acción para recibir su Pago Individual del Acuerdo. El pago se le realizará automáticamente de acuerdo con los términos del Acuerdo y la Orden Judicial. Para convertirse también en un Miembro Colectivo, solo necesita cobrar el cheque de Pago Individual de la FLSA, que se enviará junto con su Pago Individual del Acuerdo. Si desea impugnar el cálculo de la semana de trabajo, puede seguir los procedimientos descritos en la Sección II.C anterior. La ley de California protege a los empleados de represalias basadas en su decisión de participar en el Acuerdo.

B. Excluirse a sí mismo/a del Acuerdo

El Tribunal le excluirá de ser Miembro de la Demanda o Miembro Colectivo si lo solicita antes del 27 de mayo de 2025. Si no desea estar obligado/a por el Acuerdo como Miembro de la Demanda, puede solicitar ser excluido/a (es decir, "optar por no participar") enviando una solicitud por escrito a tiempo al Administrador del Acuerdo. La solicitud de exclusión voluntaria debe (a) indicar su nombre completo y fecha de nacimiento; (b) una declaración de que no desea ser Miembro de la Demanda, no desea participar en el Acuerdo y/o desea ser excluido de este Acuerdo; (c) identificar el nombre y el número del caso (es decir, Ruiz v. Symbotix LLC, et al., 23CV008326); d) estar firmado; y (e) tener matasellos a más tardar del 27 de mayo de 2025. La solicitud de exclusión voluntaria debe enviarse por correo de primera clase de EE. UU., o su equivalente, a:

ILYM Group, Inc.
Apartado postal 2031
Tustin, CA 92781
Teléfono: (888) 250-6810
Fax: (888) 845-6185
Correo electrónico: claims@ilymgroup.com

Si envía una solicitud de exclusión que no tenga matasellos del 27 de mayo de 2025, su solicitud de exclusión será rechazada y estará sujeto/a a la exoneración y a todos los demás términos del Acuerdo relacionados con los Miembros de la Demanda. Si no cobra el Pago Individual de la FLSA antes de la fecha límite de cobro de cheques, no será un Miembro Colectivo, perderá su Pago Individual de la FLSA y no estará sujeto/a por las Reclamaciones exoneradas de la FLSA. No utilice un medidor de franqueo, ya que es posible que no aparezca un matasello en el sobre que contiene su solicitud de exclusión. Cualquier Miembro de la Demanda que presente una solicitud completa y oportuna para optar por no participar, una vez recibida por el Administrador del Acuerdo, ya no será Miembro de la Demanda, ni Miembro Colectivo, y no recibirá su parte del Monto Neto del Fondo del Acuerdo de la FLSA. Los Miembros del Grupo PAGA no pueden optar por excluirse de este Acuerdo y recibirán su parte del Pago PAGA, independientemente de si optan por no ser Miembros de la Demanda.

C. Objetar el Acuerdo

Si no opta por excluirse del Acuerdo, puede objetar los términos de éste. Sin embargo, si el Tribunal rechaza su objeción, usted seguirá estando obligado/a por los términos del Acuerdo. Puede pedirle al Tribunal que deniegue la aprobación presentando una objeción. No puede pedirle al Tribunal que ordene un acuerdo mayor; el Tribunal solo puede aprobar o denegar el Acuerdo. Si el Tribunal niega la aprobación, no se enviarán pagos de liquidación y la demanda continuará. Puede presentar una objeción por escrito, que debe (a) indicar su nombre completo y fecha de nacimiento; (b) proporcionar pruebas de que usted es, de hecho, un Miembro de la Demanda;

(c) exponer los motivos de la objeción u objeciones, incluida la documentación de respaldo; (d) identificar el nombre y el número del caso (es decir, Ruiz v. Symbotic LLC, et al., 23CV008326); e) estar firmado; y (f) tener matasellos a más tardar del 27 de mayo de 2025. Las objeciones por escrito deben enviarse al Administrador del Acuerdo a la dirección identificada en la Sección III.B.

Además, o como alternativa a enviar una objeción por escrito al Administrador del Acuerdo, puede comparecer en la audiencia de aprobación final para exponer su objeción. Cualquier Miembro de la Demanda que no solicite su exclusión puede, si así lo desea, comparecer a través de un abogado. Si comparece a través de su propio abogado, usted es responsable de pagarle sus honorarios.

IV. EFECTO DEL ACUERDO: DERECHOS Y RECLAMACIONES EXONERADAS

Si el Tribunal otorga la aprobación final del Acuerdo, el Tribunal dictará sentencia de conformidad con el mismo. Se presentará un aviso de publicación de fallo ante el Tribunal y estará disponible en línea en (<https://prod-portal-sacramento-ca.journaltech.com/public-portal/?q=Home>). El fallo, ya sea favorable o no, será vinculante para todos los Miembros de la Demanda que no soliciten la exclusión. Después de la aprobación final, todos y cada uno de los Miembros de la Demanda que no opten por excluirse del Acuerdo, los Miembros Colectivos y los Miembros del Grupo PAGA, exonerarán a los Demandados y a las Partes Exoneradas de las Reclamaciones Colectivas Exoneradas, las Reclamaciones Exoneradas de la FLSA y las Reclamaciones Exoneradas de PAGA descritas anteriormente. Además, se les prohibirá demandar a los Demandados y a las Partes Exoneradas con respecto a las reclamaciones cubiertas por este Acuerdo. Si el Acuerdo no es aprobado por el Tribunal o no se convierte en definitivo por alguna otra razón, el litigio continuará.

V. AUDIENCIA DE APROBACIÓN FINAL DEL ACUERDO

El Tribunal celebrará una audiencia en el Departamento 23, 720 9th Street Sacramento, California 95814, el 11 de julio de 2025 a las 9:00 a.m. para determinar si el Acuerdo debe aprobarse finalmente como justo, razonable y adecuado. Para Sacramento si Departamento 23- Para unirse por Zoom: <https://saccourt-ca-gov.zoomgov.com/my/sscdept23>. Para unirse por teléfono: (833)568-8864/ID 16108301121. También se le pedirá al Tribunal que apruebe la solicitud de los Abogados de la Demanda para honorarios y gastos de éstos, los Costos del Administrador del Acuerdo y la Adjudicación de Incentivo para la Representante de la Demanda. La audiencia puede continuar sin previo aviso. No es necesario que comparezca en esta audiencia.

VI. INFORMACIÓN ADICIONAL

Puede acceder a la Demanda, a la moción de aprobación preliminar de los Abogados de la Demanda, al Acuerdo y a cualquier otro documento requerido por el Tribunal en <https://prod-portal-sacramento-ca.journaltech.com/public-portal/?q=Home>. También puede ponerse en contacto con los Abogados de la Demanda o con los Abogados de los Demandados a través de la siguiente información:

Galen T. Shimoda
Justin P. Rodríguez
Renald Konini
Shimoda & Rodríguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Teléfono: (916) 525-0716
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En representación de la Demandante

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

En representación de los Demandados

POR FAVOR, NO LLAME POR TELÉFONO AL TRIBUNAL, NI A LA OFICINA DEL SECRETARIO DEL TRIBUNAL PARA PREGUNTAR SOBRE ESTE ACUERDO O EL PROCESO DE RECLAMACIÓN. SI TIENE ALGUNA PREGUNTA, LLAME AL (888) 250-6810

POR ORDEN DEL TRIBUNAL

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
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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

*Assigned for All Purposes to Hon. Jill H. Talley
Department 23*

CLASS ACTION

**DECLARATION OF VANESSA RUIZ IN
SUPPORT OF PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION,
COLLECTIVE ACTION AND PAGA
SETTLEMENT**

Date: July 11, 2025

Time: 9:00 a.m.

Dept.: 23

Judge: Hon. Jill H. Talley

Filed: September 11, 2023

FAC Filed: January 12, 2024

SAC Filed: February 13, 2025

Trial Date: None Set

1 I, Vanessa Ruiz, declare:

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

5 2. I worked for Defendants Symbotic, LLC, and Symbotic, Inc. ("Defendants") from
6 approximately June 2016 to March 10, 2023, as a non-exempt employee. I was subject to all of
7 Defendants' policies and practices that have been alleged as unlawful in the Complaint and the notice
8 sent to the Labor and Workforce Development Agency ("LWDA"), including the following: failure to
9 pay overtime wages, failure to pay minimum wages, failure to provide meal periods or pay meal period
10 premiums in lieu thereof, failure to provide rest periods or pay rest period premiums in lieu thereof,
11 wage statement violations, failure to timely pay final wages, failure to reimburse expenses, California
12 Equal Pay Act Violations, unfair competition, failure to maintain accurate records, failure to provide
13 paid sick leave, untimely payment of wages, and violation of Labor Code section 558.

14 3. I have actively participated in the litigation of this case for the benefit of all Class
15 Members. Prior to obtaining an attorney, I contacted several law offices and researched potential
16 attorneys to bring the claims. I wanted to make sure I the law firm chosen to bring the claims had
17 attorneys with experience and skill in bringing those types of claims. I also researched the typical issues
18 raised when litigating the potential claims. I wanted to make sure I could have an informed discussion
19 with an attorney about the claims and have a better idea of what to expect moving forward in litigation
20 and how to help the case proceed. After securing Shimoda & Rodriguez Law, PC, I continued to be
21 actively involved in the case to help ensure a positive outcome. I began working with Shimoda &
22 Rodriguez Law, PC, to investigate the claims on May 17, 2023, discussing the facts of the case, showing
23 and explaining the context behind the documents I had to support the claims, and discussing potential
24 witnesses to corroborate the information I was providing.

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

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

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

15 6. The work I performed for this case included an extensive review of documents and
16 payroll practices to show and explain to my attorneys what was happening and why I thought it was
17 unlawful. For example, I explained to my attorneys my job duties and responsibilities, the type of tasks
18 and work performed in a typical day and any circumstances that would cause relevant differences to my
19 daily work that affected the class claims. We reviewed payroll and personnel file documents to see
20 whether and how any of the documents corroborated the validity of the claims and listed potential
21 witnesses related to any issues raised by the documents. Additionally, I provided my attorneys with
22 paystubs and information regarding policies and practices, related to the wage and hour claims of this
23 case. I also explained how Defendants' timekeeping system worked, issues with the timekeeping system,
24 the different types and layout of jobsites, and the policies of the Defendant and how they affected myself
25 and class members. I helped review and explain to my attorney's payroll policies, timekeeping policies,
26 meal and rest period policies, bonus and incentive policies such as restrictive stock units ("Symbotic
27 RSUs"), pay policies related to California Equal Pay Act, and Defendants' practices implementing such
28 policies. I reviewed the timekeeping system and bonus policies and practices with my attorneys to help

1 assess claims affected by the timekeeping system and bonuses. I believe this was very important as it
2 helped not only the claims of failure to pay minimum wages, failure to pay overtime, and failure to
3 provide meal and rest periods, but also claims related to waiting time penalties and failure to provide
4 accurate wage statements. This addressed all the claims alleged and we continued to discuss and review
5 these items throughout the case as more information was provided by Defendants. The review became
6 even more detailed when reviewing and discussing the payroll data sample and timecards that were
7 produced as part of informal discovery for mediation. I also spent a substantial amount of time working
8 to identify potential witnesses and speaking to others who could be interviewed by my attorneys and
9 provide declarations.

10 7. I participated in the negotiations and settlement discussions in this case, including
11 participating in mediation by phone, speaking with my attorneys to answer questions, provide any
12 additional information needed to assist the negotiations, and discussing the potential terms of the
13 Agreement to evaluate its adequacy. Throughout the course of this litigation I have asked questions
14 when I needed clarification about various aspects of this case to make sure steps were continually taken
15 to advance the interests of Class Members. I have reviewed the final Joint Stipulation of Class Action
16 and PAGA Settlement and Release, discussed the terms with my attorneys, and asked my attorneys any
17 questions I had. I believe the terms of the Settlement and allocations are fair and reasonable given the
18 facts of the case. To date, I estimate that I have spent approximately 80-100 hours assisting my
19 attorneys in litigating this case.

20 8. I have not received any benefits as a result of filing this lawsuit. However, I believe I
21 have experienced several substantial burdens as a result of filing this lawsuit that other Class Members
22 were not subject to. As noted above, I took on the professional risk of lengthening my unemployment
23 after working for Defendants because future employers were able to see, from publicly available
24 documents, that I sued my former employer. Additionally, I undertook the risk of having to pay
25 Defendants' litigation costs if the Court or jury ruled against us on the claims. I have spent a substantial
26 amount of time in this case, securing a monetary benefit for many individuals who have not had to do
27 anything whatsoever to have the opportunity to receive it. The time I have spent on this case has had to
28 occur during my lunch and/or break times, after hours, and on my days off. Rather than spend this time

1 with friends and family, I have spent this time for the benefit of Class Members. I experienced due to
2 the litigation in this case. Finally, as part of the Settlement, I am the only individual providing a general
3 release of all my individual claims and waiving the protections of California Civil Code section 1542 for
4 unknown claims. No other Class Member is subject to such a broad release. I believe awarding the full
5 Enhancement Payment is warranted given the time I have spent on the case, the benefit secured for Class
6 Members and the LWDA, my general waiver of all claims beyond the more limited release Class
7 Members are subject to, and the risks and burdens I have experienced as a result of this litigation.

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

10 10. I have no interest in the State of California Controller's office or the Unclaimed Property
11 Fund, whether financial, in their governance, or otherwise.

12 I declare under penalty of perjury under the laws of the State of California that the foregoing is
13 true and correct. Executed on 06/10/2025 in Sacramento, California.

14
15  Vanessa Ruiz 06/10/2025 17:51 PDT

16 Vanessa Ruiz
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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

*Assigned for All Purposes to Hon. Jill H. Talley
Department 23*

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION,
COLLECTIVE ACTION AND PAGA
SETTLEMENT**

Date: July 11, 2025

Time: 9:00 a.m.

Dept.: 23

Judge: Hon. Jill H. Talley

Filed: September 11, 2023

FAC Filed: January 12, 2024

SAC Filed: February 13, 2025

Trial Date: None Set

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Final Approval of Class Action, Collective Action, and PAGA Settlement
3 (“Motion”) in the above referenced case came before this Court, on July 11, 2025, at 9:00 a.m., in
4 Department 23 before the Honorable Jill H. Talley, presiding. Plaintiff Vanessa Ruiz (“Plaintiff”)
5 filed this putative class action on September 11, 2023. In the operative Complaint Plaintiff alleges that
6 Defendants Symbotic, LLC, and Symbotic, Inc. (“Defendants”), violated California law by failing to
7 pay overtime wages and minimum wages under California law, failing to pay overtime and minimum
8 wages under the Fair Labor Standards Act (“FLSA”), failing to provide meal periods or pay premiums
9 in lieu thereof, failing to provide rest periods or pay premiums in lieu thereof, failing to provide
10 accurate wage statements, failing to timely pay final wages, failing to reimburse expenses, engaging in
11 unfair competition, and engaging in California Equal Pay Act violations. Plaintiff has also alleged
12 Defendants are liable for civil penalties under the Private Attorney’s General Act (“PAGA”) based on
13 these violations. Plaintiff sought attorneys’ fees and costs as part of this Action. Defendants denied
14 all of Plaintiff’s claims and denied that this case was appropriate for class treatment. No class has
15 been certified. The class settlement was preliminarily approved by this Court on March 11, 2025.

16 The parties have agreed to settle the class, FLSA collective action, and PAGA claims.
17 Defendants will provide monetary consideration in exchange for a release of claims consistent with the
18 terms of the proposed settlement as set forth in the Joint Stipulation Regarding Class Action,
19 Collective Action and PAGA Settlement and Release (“Agreement” or “Settlement”). Any capitalized
20 terms herein shall have the same meaning as set forth in the Agreement. The Court, having received
21 and considered Plaintiff’s Motion for Preliminary Approval of Class Action, Collective Action and
22 PAGA Settlement, the declarations in support, the Agreement, the proposed Notice of Settlement, and
23 other evidence, HEREBY ORDERS AND MAKES DETERMINATIONS AS FOLLOWS:

24 **I. CERTIFYING SETTLEMENT CLASS; APPOINTMENT OF CLASS**
25 **REPRESENTATIVE; APPOINTMENT OF CLASS COUNSEL; CERTIFYING**
26 **COLLECTIVE MEMBERS UNDER FLSA**

27 The Court finds that certification of the following class for settlement purposes only is
28 appropriate under the California Code of Civil Procedure and related case law:

1 All non-exempt hourly employees who were employed by Defendants in
2 the State of California at any time from September 11, 2019, through
3 December 18, 2024.

4 For settlement purposes only, the Court finds that Class Members meet the ascertainability and
5 numerosity requirements since the parties can identify with a matter of certainty, based on payroll
6 records, individuals who fall within the definition and the number of Class Members would make
7 joinder impractical. The commonality and predominance requirements are met for settlement purposes
8 since there are questions of law and fact common to Class Members. The common questions of law or
9 fact in this case all stem from Plaintiff's contentions that Defendants caused the violations outlined
10 above by 1) failing to pay Plaintiff and similarly situated employees for the time it took them to walk
11 back and forth from the entrance of the building before and after the end of their shift to clock in and
12 out, 2) rounding employees hours worked to the nearest quarter hour up until approximately November
13 2023, 3) failing to pay Plaintiff and similarly situated employees for off the clock work for tasks
14 performed after business hours, such as responding to phone class, emails, and texts, 4) failing to pay
15 Plaintiff and similarly situated employees the correct amount of retroactive pay after their raises, 5)
16 failing to incorporate the value of bonuses into the regular rate of pay in calculating Plaintiff's and
17 similarly situated employees' premium wages, including overtime, meal and rest period premiums, and
18 sick leave, 6) failing to pay restrictive stock units ("RSUs") that were vested to Plaintiff and to similarly
19 situated employees, 7) failing to incorporate the value of the RSUs into the regular rate of pay in
20 calculating Plaintiff's and similarly situated employees' premium wages, including overtime, meal and
21 rest period premiums, and sick leave, 8) not providing Plaintiff and similarly situated employees with
22 compliant meal and rest periods, 9) failing to reimburse Plaintiff and similarly situated employees for
23 the use of their personal cell phones for work purposes, such as to communicate with managers,
24 supervisors, and other employees regarding work issues and scheduling, and 10) paying similarly
25 situated female employees less than male employees with similar skill, education, and experience for
26 substantially similar work under similar working conditions. The PAGA, waiting time penalty, wage
27 statement violation, and unfair competition claims also derive from these violations. Additionally,
28 Class Members seek the same remedies under state law. The typicality requirement for settlement

1 purposes is also satisfied since the claims of the Class Representative are based on the same facts and
2 legal theories as those applicable to the Class Members.

3 The Court also finds that certifying the settlement class is required to avoid each Class Member
4 from litigating similar claims individually. This Settlement will achieve economies of scale for Class
5 Members with relatively small individual claims and conserve the resources of the judicial system.

6 The Court finds that Plaintiff Vanessa Ruiz and Plaintiff's counsel, Galen T. Shimoda
7 Justin P. Rodriguez, Renald Konini of Shimoda & Rodriguez Law, PC, to be adequate representatives of
8 the settlement class. The Court appoints them as Class Representative and Class Counsel, respectively.

9 The Court finds that the same material factual and legal similarities identified above also support
10 certifying the Collective Members as similarly situated under the FLSA for settlement purposes. *See*
11 *Campbell v. City of Los Angeles*, 903 F.3d 1090, 1117 (9th Cir. 2018). Collective Members include the
12 following individuals:

13 All non-exempt employees who have been employed by Defendants in the
14 State of California at any time from September 11, 2020, through
December 18, 2024

15 The Court recognizes that the foregoing definitions for Class Member and Collective Members
16 are for identification purposes only and is not intended to capture the claims at issue or limit or alter the
17 released claims under the Agreement.

18 **II. APPROVING THE CLASS, COLLECTIVE, AND PAGA SETTLEMENT**

19 The Court has again reviewed the preliminarily approved Agreement, which was submitted with
20 Plaintiff's Motion as Exhibit A. The Court finds that final approval is warranted as the Settlement falls
21 within the range of reasonableness and is fair, reasonable, and adequate for the class. The Court also
22 finds the Settlement was agreed upon only after extensive investigation, litigation, and arms-length
23 negotiations by counsel experienced in complex litigation, who took reasonable steps and measures to
24 weigh the potential value of the disputed claims against the risks of continued litigation. The Court also
25 finds that Class and Collective Members were able to object to the Agreement and its terms through the
26 administration process at a fairness hearing or opt-out of being bound by the preliminarily approved
27 Agreement.

1 No objections were made by Class Members and no Class Members opted out of the settlement.
2 Because the Court finds the Parties' settlement to have been agreed upon only after extensive
3 investigation and arms-length negotiations, and in an attempt to avoid further delays and costs, the Court
4 gives final approval to the Agreement and all terms therein as if stated here in full, including the
5 \$246,500 Gross Fund Value.

6 The Court approves of the Twenty Thousand Dollars (\$20,000) PAGA Fund which shall be paid
7 from the Gross Fund Value, not in addition to the Gross Fund Value, to resolve the alleged PAGA
8 claims. Seventy-Five percent (75%) of the PAGA Payment will be paid to the Labor and Workforce
9 Development Agency ("LWDA") and Twenty-Five percent (25%) will be paid to Aggrieved Employees
10 on a pro rata basis as described in the Agreement. The Court also finds that based on the facts of this
11 case and the disputed issues, the Agreement provides a recovery that creates an effective, substantial
12 deterrent to any potential future non-compliance, furthering the purpose of the Labor Code and LWDA.

13 The Court approves of the Twenty Thousand Dollars (\$20,000) FLSA Settlement Fund, which
14 shall be paid from the Gross Fund Value, not in addition to the Gross Fund Value, to resolve the alleged
15 FLSA claims.

16 The Court approves of the identified distribution plan wherein any checks issued to Participating
17 Class Members, Collective Members and/or PAGA Group Members that are not cashed by the deadline
18 to do so shall be escheated to the State of California's Controller, to be held in the name of each expired
19 check payee, pursuant to applicable unclaimed property laws.

20 The releases and waivers for Class Members who do not opt out of being bound by the
21 Agreement (*i.e.* Participating Class Members), Collective Members who opt-in by cashing their check,
22 PAGA Group Members, and the Class Representative are also approved by the Court as set forth in the
23 Agreement.

24 Class Counsel sought attorneys' fees of \$86,275, attorney's costs of \$12,625.37, an Incentive
25 Award to Class Representative in the amount of \$10,000, and for Settlement Administrator Costs in the
26 amount of \$6,950. Defendant does not oppose these requests. The Notice of Settlement sent to Class
27 Members and Collective Members included information regarding the maximum allocations for these
28 amounts and that they would be requested in connection with final approval of the Agreement. Class

1 Members and Collective Members have been given the opportunity to object to these amounts and no
2 objections have been submitted in any respect whatsoever. The Court has reviewed the evidence
3 submitted by Class Counsel regarding their hourly rates, prior fee awards in Sacramento County
4 Superior Court at the requested rates, and the amount of time expended in the litigation for the benefit of
5 Class Members. The Court finds that the requested rates and hours expended are reasonable. The Court
6 has also reviewed the updated itemized costs submitted by Class Counsel, the information provided by
7 the Class Representative regarding the efforts and burdens undertaken for the benefit of the class, and
8 the cost information provided by the Settlement Administrator. The Court finds that these amounts are
9 fair and reasonable, and awarded as requested, which will be deducted from the Gross Fund Value. This
10 finding is further supported by the lack of objection by Class Members to these amounts. The difference
11 between the actual attorney's costs and Settlement Administrator Costs awarded and the originally
12 allocated attorney's costs of \$15,000 and Settlement Administrator Costs of \$15,000 will be added to the
13 Net Settlement Amount and distributed to Participating Class Members on a pro rata basis pursuant to
14 the terms of the Agreement.

15 **III. APPROVAL OF THE NOTICE OF SETTLEMENT AND METHOD FOR**
16 **DISTRIBUTING THE NOTICE OF SETTLEMENT**

17 The Court finds that the Notice of Settlement, attached as Exhibit A to the Declaration of
18 Cassandra Polites, fairly and adequately advised Class Members and Collective Members of the terms of
19 the Agreement, the rights being waived, their right to opt out, the ability to dispute the number of
20 workweeks worked during the Class Period, their pro rata share of the Net Settlement Amount, how to
21 participate in the settlement, how to file documentation in opposition to the proposed settlement, and
22 when to appear at the fairness hearing. The Court further finds that the Notice of Settlement and
23 proposed distribution of such notice by first class mail to each identified Class Member at his or her
24 most recent address based on a National Change of Address database search from the Class Members'
25 and Collective Members' last known address and a skip trace on any Class Members and Collective
26 Members who have the Notice of Settlement returned as "undeliverable" or "not at this address"
27 comported with all constitutional requirements, including those of due process.
28

IV. IMPLEMENTATION SCHEDULE

Accordingly, with good cause shown, the Court hereby approves and orders that the following implementation schedule be adhered to:

Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts to 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 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

IT IS FURTHER ORDERED that this final approval order is effective as a judgment with each party to bear its own fees and costs outside of what has been ordered herein. This matter is subject to the Court's continuing jurisdiction to monitor and enforce the terms of this order and the approved Agreement pursuant to California Civil Procedure Code section 664.6.

1 The Court Sets a further compliance hearing for May 22, 2026, at 10:30 a.m. At least 15
2 calendar days prior to the hearing, Class Counsel shall file a declaration from the Settlement
3 Administrator regarding the status of the distribution of the settlement funds. If the Court is satisfied
4 that the settlement funds have been fully distributed, no appearance will be required.

5
6 **IT IS SO ORDERED.**

7
8 Date: _____

By: _____
Judge of the Superior Court