

1 Spencer C. Skeen CA Bar No. 182216
spencer.skeen@ogletree.com
2 Marlene M. Moffitt CA Bar No. 223658
marlene.moffitt@ogletree.com
3 Brett R. Tengberg CA Bar No. 318436
brett.tengberg@ogletree.com
4 OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.
5 4660 La Jolla Village Drive, Suite 900
San Diego, CA 92122
6 Telephone: 858-652-3100
Facsimile: 858-652-3101
7

8 Attorneys for Defendant JONES LANG
LASALLE AMERICAS, INC.

9 Jonathan M. Lebe (State Bar No. 284605)
Jon@lebelaw.com
10 Zachary Gershman (State Bar No. 328004)
Zachary@lebelaw.com
11 Brielle D. Edborg (State Bar No. 347579)
Brielle@lebelaw.com
12 **Lebe Law, APLC**
777 S. Alameda Street, Second Floor
13 Los Angeles, CA 90021
Telephone: (213) 444-1973
14

15 Attorneys for John Serra,
Individually and on behalf of all others similarly situated
16

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **FOR THE COUNTY OF ALAMEDA**
19

20 JOHN SERRA, individually and on behalf of
all others similarly situated,

21 Plaintiff,

22 v.

23 JONES LANG LASALLE AMERICAS,
INC.; and DOES 1-20, inclusive,

24 Defendants.
25
26
27
28

Case No. 23CV042838

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

Complaint Filed: 9/11/2023
Removal Date: 10/20/2023

Hon. Michael Markman

1 **Bibiyan Law Group, P.C.**

David D. Bibiyan (State Bar No. 287811)

2 david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

3 vedang@tomorrowlaw.com

1460 Westwood Boulevard

4 Los Angeles, CA 90024

Telephone: (310) 438-5555

5 Facsimile: (310) 300-1705

6 Attorneys for Stephen Joseph Vallentyne,
Individually, on behalf of all others similarly situated,
7 and as a Representative of the State of California

8 Robert J. Wassermann (State Bar No. 258538)

rwassermann@mayallaw.com

9 Jenny D. Baysinger (State Bar No. 251014)

jbaysinger@mayallaw.com

10 **Mayall Hurley P.C.**

112 S Church St.

11 Lodi, CA 95240

Telephone: (209) 477-3833

12 Attorneys for David LaKind,
13 Individually, on behalf of all others similarly situated,
and as a Representative of the State of California

1 IT IS HEREBY STIPULATED by and between the undersigned parties subject to the
2 approval of the Court, that the Action is hereby compromised and settled pursuant to the terms and
3 conditions set forth in this Joint Stipulation of Class Action and PAGA Settlement and Release
4 (“Agreement,” “Settlement,” “Settlement Agreement,” or “Stipulation of Settlement”), which are an
5 integral part of this Stipulation of Settlement.

6 **DEFINITIONS**

7 Unless otherwise defined herein, the following terms used in this Agreement shall have the
8 meanings ascribed to them as set forth below. To the extent terms or phrases used in this Agreement
9 are not specifically defined in this section, but are defined elsewhere in the Agreement, they are
10 incorporated herein by reference.

11 1. “Action” means collectively the putative class and representative actions entitled: (1)
12 *John Serra v. Jones Lang LaSalle Americas, Inc.*, Alameda Superior Court, Case No. 23cv042838
13 (individually referred to herein as the “Serra Action”); (2) *David LaKind v. Jones Lang LaSalle*
14 *Americas, Inc.*, United States District Court, Eastern District of California, Case No. 1-24-CV-
15 01010-JLT-SKO (individually referred to herein as the “LaKind Action”); and (3) *Stephen*
16 *Vallentyne v. Jones Lang LaSalle Americas, Inc.*, Superior Court of California, County of Contra
17 Costa, Case Nos. C24-02179 and C24-02968 (both referred to herein as the “Vallentyne Action”).

18 2. “Amended Complaint” or “Operative Complaint” means the Second Amended
19 Complaint in substantially the same form attached hereto as **Exhibit 1**. The parties have stipulated
20 to the filing of this Second Amended Complaint, which will be filed with a Stipulation and Proposed
21 Order for its filing in the Alameda Superior Court concurrently with the filing of a motion for
22 preliminary approval of this Settlement.

23 3. “Class Counsel” means Jonathan M. Lebe, Zachary Gershman, and Brielle D. Edborg
24 of Lebe Law, APLC; Robert J. Wassermann and Jenny D. Baysinger of Mayall Hurley P.C.; and,
25 David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C.

26 4. “Class Counsel Award” means the court-approved attorneys’ fees for Class Counsel’s
27 litigation and resolution of the Action, not to exceed one-third [33.33%] of the Gross Settlement
28 Amount (meaning \$814,632.33), plus the court-approved costs incurred by Class Counsel in

1 connection with this Action in the amount of up to \$40,000. Any amount not approved by the Court
2 shall become part of the Net Settlement Amount for distribution to Class Members and shall not be
3 a basis to object to, void, or revoke this Settlement.

4 5. “Class Information” or “Class List” means information regarding Class Members that
5 Defendant shall in good faith compile from its records and shall be authorized by the Court to
6 transmit in a secured manner to the Settlement Administrator. Class Information may be transmitted
7 in Microsoft Excel format and shall include each Class Member’s: (i) full name; (ii) last known
8 address; (iii) Social Security Number; (iv) number of workweeks actually worked during the Class
9 Period, taking into account any gaps in employment or leaves of absence; and (v) the number of
10 workweeks actually worked during the PAGA Period, taking into account any gaps in employment
11 or leaves of absence.

12 6. “Class Members” or “Class” or “Settlement Class” means all individuals who were
13 employed by Defendant as a non-exempt employee and worked at an Amazon facility in California,
14 at any time during the Class Period.

15 7. “Class Period” means the period of December 4, 2020, through December 22, 2024,
16 or the date the Court enters its order granting preliminary approval of this Settlement, whichever is
17 earlier.

18 8. “Class Representative Service Award” means the court-approved amount to be paid
19 to Plaintiff John Serra, in an amount not to exceed \$10,000 to Plaintiff David LaKind in an amount
20 not to exceed \$10,000, to Plaintiff Stephen Vallentyne in an amount not to exceed \$10,000, each
21 which shall be paid from the Gross Settlement Amount and be in addition to Plaintiffs’ Individual
22 Settlement Award and Individual PAGA Payment and shall be subject to court approval. Any amount
23 not approved by the Court shall become part of the Net Settlement Amount for distribution to Class
24 Members and shall not be a basis to object to, void, or revoke this Settlement.

25 9. “Cy Pres Recipient” means The Delancy Street Foundation, a 501(c)(3) nonprofit
26 organization that was selected because the Action involves employment-related claims and this
27 organization offers basic-needs assistance and resource connections, including employment
28 assistance and counseling, to vulnerable individuals throughout California. Each Party and its

1 respective counsel represent it does not have a financial interest in The Delancy Street Foundation
2 or otherwise have a relationship with The Delancy Street Foundation that creates or could create a
3 conflict of interest. The Settlement Administrator shall prepare a report regarding the distribution of
4 all settlement funds pursuant to California Code of Civil Procedure § 384, as ordered by the Court,
5 so that the Court may amend the judgment if it deems necessary in accordance with California Code
6 of Civil Procedure § 384.

7 10. “Defendant” means Defendant Jones Lang LaSalle Americas, Inc.

8 11. “Defense Counsel” means Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

9 12. “Effective Date” means the later of (1) the date of notice of entry of the Court’s Final
10 Order and Judgment, if there have been no objections or intervenor requests filed or, if they have been
11 filed, then they have been withdrawn; or, (2) in the event that one or more objections or interventions
12 has/have been filed and not withdrawn, then upon the passage of the applicable date for an objector
13 or intervener to seek appellate review of the Final Order and Judgment, without a timely appeal
14 having been filed; or, (iii) in the event that a timely appeal of the Final Order and Judgment has been
15 filed, then the Settlement Agreement shall be final when the applicable appellate court has rendered
16 a final decision or opinion affirming the Court’s Final Order and Judgment without material
17 modification, and the applicable date for seeking further appellate review has passed, or the date that
18 any such appeal has been either dismissed or withdrawn by the appellant.

19 13. “Employer’s Share of Payroll Taxes” means Defendant’s portion of payroll taxes on
20 the portion of the Individual Settlement Award that constitutes wages, as calculated by the Settlement
21 Administrator. This amount shall be paid in addition to the Gross Settlement Amount.

22 14. “Final Approval Hearing” means the hearing to be conducted by the Court after the
23 filing by Plaintiffs of an appropriate motion and following appropriate notice to Class Members
24 giving Class Members an opportunity to request exclusion from the Settlement Class and Settlement
25 or to object to the Settlement, at which time Plaintiffs shall request that the Court finally approve the
26 Settlement, enter the Final Order and Judgment, and take other appropriate action.

27 15. “Final Order and Judgment” means the order and judgment entered by the Court upon
28 granting final approval of the Settlement and finding this Stipulation of Settlement binding upon the

Parties and Participating Class Members. A proposed Final Order and Judgment shall be mutually agreed upon by the Parties and submitted to the Court concurrently with Plaintiffs' Motion for Final Approval of the Settlement.

16. "Final Report" means the report to be prepared by the Settlement Administrator (after the expiration of the 180-day period in which Participating Class Members and Participating PAGA Members must cash/deposit their Individual Settlement Award and Individual PAGA Payment checks) regarding the distribution of the Gross Settlement Amount, including the total amount that was cashed/deposited by Participating Class Members and Participating PAGA Members, and the total amount of any unpaid residue or unclaimed or abandoned funds pursuant to California Code of Civil Procedure section 384.

17. "Individual PAGA Payment" means the amount payable from the PAGA Payment to each Participating PAGA Member.

18. "Individual Settlement Award" means the amount payable from the Net Settlement Amount to each Participating Class Member.

19. "Gross Settlement Amount" means the maximum amount Defendant shall pay in connection with this Settlement and is all-inclusive, meaning it will pay, without limitation, all Individual Settlement Awards (including any payments to or withholdings for governmental authorities for the employee portion of any payroll taxes or other required taxes or withholdings), the Class Counsel Award, the Class Representative Service Awards, PAGA Payment (including all Individual PAGA Payments), and Settlement Administration Costs, except Defendant shall be separately responsible for its Employer's Share of Payroll Taxes. Subject to Court approval and the terms of this Stipulation of Settlement, the Gross Settlement Amount Defendant shall be required to pay is Two Million, Four Hundred Forty-Three Thousand Eight Hundred Ninety-Seven Dollars [\$2,443,897.00], plus Employer's Share of Payroll Taxes and subject to the Workweek Verification.

20. "Net Settlement Amount" means the Gross Settlement Amount, less the Class Counsel Award, Class Representative Service Awards, PAGA Payment, and Settlement Administration Costs.

1 21. “Notice of Objection” means a Class Member’s valid and timely submission of a
2 written objection to the Settlement. An objection must include: (a) the objector’s full name, signature,
3 address, telephone number, and the last four digits of his or her Social Security number, (b) a written
4 statement of all grounds for the objection accompanied by any legal support for such objection, and (c)
5 copies of any papers, briefs, or other documents upon which the objection is based. At no time shall
6 any of the Parties, Class Counsel, or Defense Counsel seek to solicit or otherwise encourage or
7 discourage Class Members from submitting a Notice of Objection or filing an appeal from the Final
8 Order and Judgment.

9 22. “Settlement Notice” refers to the court-approved notice of class and PAGA settlement
10 that will be mailed by the Settlement Administrator to the Class Members, in accordance with the
11 terms of this Agreement.

12 23. “PAGA Notice” means collectively: (1) the letter dated September 5, 2023 that
13 Plaintiff John Serra sent to the California Labor Workforce Development Agency (“LWDA”); (2)
14 the letter dated July 17, 2024 and amended letter dated August 14, 2024 that Plaintiff Stephen
15 Vallentyne sent to the LWDA; and (3) the letter dated April 10, 2024 that Plaintiff David LaKind
16 sent to the LWDA, pursuant to Labor Code § 2699.3 seeking to exhaust Plaintiffs’ administrative
17 remedies under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code
18 §§ 2698, *et seq.*

19 24. “PAGA Payment” or “PAGA Settlement” means the amount of Two-Hundred and
20 Fifty-Thousand Dollars (\$250,000), subject to Court approval, to be paid from the Gross Settlement
21 Amount for resolution of Plaintiffs’, the LWDA’s, and Participating PAGA Members’ claims under
22 PAGA. Pursuant to PAGA, seventy-five percent (75%), or One-Hundred Eighty-Seven Thousand
23 and Five-Hundred Dollars (\$187,500), of this sum will be paid to the LWDA. The remaining twenty
24 five percent (25%), or Sixty-Two Thousand and Five-Hundred Dollars (\$62,500) will be distributed
25 as Individual PAGA Payments to Participating PAGA Members in accordance with this Settlement.
26 To the extent the Court requires a larger allocation to the PAGA Payment, such amount shall be paid
27 from the Gross Settlement Amount and shall not be grounds to object to, revoke, or otherwise void
28 this Settlement.

25. “PAGA Period” means the period of April 10, 2023, through December 22, 2024, or the date of court approval of the Settlement, whichever is earlier.

26. “PAGA Release” or “PAGA Released Claims” means any and all Released Claims that arise under PAGA.

27. “Participating Class Members” means all Class Members who do not submit a valid Request for Exclusion. If a Class Member submits a Request for Exclusion and a Notice of Objection (regardless of which came first), the Notice of Objection shall nullify the Request for Exclusion and the Class Member will be deemed a Participating Class Member.

28. “Participating PAGA Member” means a Class Member who was employed by Defendant at any time during the PAGA Period, regardless of whether they submit a valid Request for Exclusion.

29. “Parties” means Plaintiffs and Defendant.

30. “Plaintiffs” means Plaintiffs John Serra, David LaKind, and Stephen Vallentyne.

31. “Preliminary Approval Order” means the Court’s order approving and authorizing the mailing of the Settlement Notice by the Settlement Administrator, setting the date of the Final Approval Hearing, and granting preliminary approval of this Settlement. A proposed Preliminary Approval Order shall be mutually agreed upon by the Parties and submitted to the Court concurrently with Plaintiffs’ Motion for Preliminary Approval of the Settlement.

32. “Released Claims” means all claims against the Released Parties that were pled or could have been pled in the PAGA Notice, Operative Complaint, and/or Action based on the facts, circumstances, and primary rights set forth therein, that arose during the Class Period, including without limitation all claims under the California Labor Code, Industrial Welfare Commission Wage Orders and applicable law for failure to pay wages (including minimum wages, regular wages, prevailing wages, vested vacation pay, and overtime wages); failure to pay at the appropriate rate of pay, including for overtime, meal and rest break premiums, sick leave and vacation pay; failure to pay failure to provide compliant meal and/or rest periods and associated premium payments; failure to reimburse necessary business expenses; failure to pay wages timely during employment and at termination; failure to comply with recordkeeping obligations and produce records; failure to provide

compliant wage statements; all claims for violation of California Business and Professions Code §§ 17200, et seq., arising from the above-referenced claims; and all claims for penalties under PAGA arising from the above-referenced claims.

33. “Released Parties” means Defendant and all its present and former owners, parent entities, sister entities, subsidiaries, investors, beneficiaries, representatives, related or affiliated entities, shareholders, officers, directors, employees including Briant Pulvert, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for any of the Released Claims.

34. “Request for Exclusion” means a written statement submitted by a Class Member indicating a request to be excluded or otherwise opt-out from the Settlement. The Request for Exclusion must be in writing and must: (i) be signed by the Class Member; (ii) contain the name, address, telephone number, and the last four digits of the Social Security number of the Class Member requesting exclusion; (iii) clearly state the Class Member does not wish to be included in the Settlement; (iv) be returned via mail to the Settlement Administrator as specified in the Settlement Notice; and (v) be postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. A Class Member who does not validly and timely request exclusion from the Settlement will be deemed a “Participating Class Member” and will be bound by all terms of the Settlement, if the Settlement is granted final approval by the Court. Any Class Member who validly and timely requests to be excluded from the Settlement will no longer be a member of the Settlement Class and will not have any right to object to, appeal, or comment on the Settlement, but will remain a Participating PAGA Member and receive an Individual PAGA Payment for the PAGA Released Claims. No later than ten (10) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties a list of all Class Members who submitted a timely and valid Request for Exclusion, identified only by employee number, with personal information including name and address redacted.

35. “Response Deadline” means the deadline by which Class Members must postmark to the Settlement Administrator a valid Request for Exclusion, Notice of Objection, and/or Workweek

1 Dispute. The Response Deadline will be sixty (60) calendar days from the initial mailing of the
2 Settlement Notices by the Settlement Administrator unless the 60th day falls on a Sunday or Federal
3 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
4 Postal Service is open. The Response Deadline may also be extended by express agreement between
5 Class Counsel and Defense Counsel. Under no circumstances, however, will the Settlement
6 Administrator have the authority to extend the deadline for Class Members to submit a Request for
7 Exclusion, Notice of Objection, or Workweek Dispute. If a Class Member submits both a Request
8 for Exclusion and Notice of Objection (regardless of which came first), the Notice of Objection will
9 nullify the Request for Exclusion and the Class Member will be deemed a Participating Class
10 Member.

11 36. "Settlement Administrator" or "Administrator" means ILYM Group, Inc. or any
12 other third-party action settlement administrator agreed to by the Parties and approved by the Court
13 for purposes of administering this settlement. The Parties each represent they do not have any
14 financial interest in the Settlement Administrator or otherwise have a relationship that could create
15 a conflict of interest.

16 37. "Settlement Administration Costs" means the reasonable costs and fees incurred by the
17 Settlement Administrator, as approved by the Court, to administer the Settlement in accordance with
18 this Agreement, which will be paid from the Gross Settlement Amount and is expected to not exceed
19 Fifteen Thousand Dollars (\$15,000.00), including, but not limited to: (i) printing, mailing and re-
20 mailing (if necessary) of Settlement Notices to Class Members; (ii) preparing and submitting to Class
21 Members and government entities all appropriate tax filings and forms; (iii) computing the amount of
22 and distributing Individual Settlement Awards, the Class Representative Service Awards, the Class
23 Counsel Award; (iv) processing and validating Requests for Exclusion, objections, and Workweek
24 Disputes; (v) establishing a Qualified Settlement Fund, as defined by the Internal Revenue Code; (vi)
25 calculating and remitting to the appropriate government agencies all employer and employee payroll
26 tax obligations arising from the Settlement and preparing and submitting filings required by law in
27 connection with the payments required by the Settlement; and (vii) transmitting uncashed settlement
28 funds to the Cy Pres Recipient.

1 38. “Settlement Notice” means the court-approved Notice of Class Action and PAGA
2 Settlement and Release, substantially in the same form attached hereto as **Exhibit 2**, which the
3 Settlement Administrator shall mail to each Class Member, in accordance with this Agreement. The
4 Settlement Notice shall be subject to Court approval and contain: (i) the Class Member’s estimated
5 Individual Settlement Award and Individual PAGA Payment; (ii) the total number of Workweeks the
6 respective Class Member worked for Defendant (according to Defendant’s records); (iii) instructions
7 on how to opt out of the Class Settlement, (iv) instructions on how to object to the Settlement, and (iv)
8 instructions on how to submit disputes regarding Workweeks.

9 39. “Workweeks” means the number of weeks actually worked by the Class Member
10 during the Class Period, taking into account gaps in employment and leaves of absence.

11 40. “Workweek Dispute” means a written statement from a Class Member disputing the
12 number of Workweeks listed on his/her Settlement Notice. Any such Workweek Dispute must be
13 mailed to the Settlement Administrator by the Response Deadline. The date of the postmark on the
14 mailing envelope will be the exclusive means to determine whether a Workweek Dispute has been
15 timely submitted. A valid Workweek Dispute must be in writing and should contain: (i) the Class
16 Member’s full name, signature, address, telephone number, and the last four digits of his or her Social
17 Security number; (ii) the number of Workweeks the Class Member contends is correct; and (iii) any
18 evidence supporting his or her contention. The information identified by Defendant in the Class List
19 will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement
20 Administrator by credible evidence. All Workweek Disputes will be resolved and decided by the
21 Settlement Administrator and the Settlement Administrator’s decision on all Workweek Disputes will
22 be final and non-appealable.

23 41. “Workweek Verification” means Defendant estimates there are approximately 88,869
24 workweeks in the Class Period, through September 23, 2024. If the number of workweeks actually
25 accrued for that time frame is incorrect by more than ten percent (10%), then the Gross Settlement
26 Amount shall be increased proportionately by the percentage exceeding 10%. For example, if the
27 number is 11% higher, the Gross Settlement Amount will be increased by 1%. In the alternative,
28 Defendant may elect to shorten the release period to stay within the 10% cushion.

RECITALS

42. **Procedural History.**

a. On September 5, 2023, Plaintiff Serra submitted a PAGA letter to the LWDA for the purpose of complying with Labor Code §§ 2698, *et seq.*'s requirement of giving notice of intent to pursue PAGA claims against Defendant. On December 5, 2023, Plaintiff Serra filed a PAGA-only action entitled *John Serra v. Jones Lang LaSalle Americas, Inc.*, Alameda County Superior Court, Case No. 23CV056107. This action was voluntarily dismissed without prejudice.

b. On September 11, 2023, Plaintiff Serra filed the Serra Action in Alameda Superior Court, alleging various wage-and-hour claims against Defendant in his individual capacity and as a class representative. On or around October 20, 2023, the Serra Action was removed to the United States District Court, Northern District of California and designated Case No. 23-cv-05408-JSC. On May 16, 2024, Plaintiff Serra filed his First Amended Complaint that added additional wage-and-hour claims.

c. On April 10, 2024, Plaintiff LaKind submitted a PAGA letter to the LWDA, for the purpose of complying with Labor Code §§ 2698, *et seq.*'s requirement of giving notice of intent to pursue PAGA claims against Defendant. On May 29, 2024, Plaintiff LaKind filed the LaKind Action in Fresno Superior Court, asserting various wage-and-hour claims against Defendants in his individual capacity and as a class representative. On June 17, 2024, Plaintiff LaKind filed his First Amended Complaint, which added PAGA claims. On or around August 26, 2024, the LaKind Action was removed to the United States District Court, Eastern District of California and designated Case No. 1-24-CV-01010-JLT-SKO.

d. On July 17, 2024 and August 14, 2024, Plaintiff Vallentyne submitted PAGA letters to the LWDA, for the purpose of complying with Labor Code §§ 2698, *et seq.*'s requirement of giving notice of intent to pursue PAGA claims against Defendant. On July 17, 2024, Plaintiff Vallentyne filed his class action complaint in Contra Costa Superior Court, designated Case No. C24-02179, alleging various wage-and-hour claims against Defendant in his individual capacity and as a class representative. On November 4, 2024, Plaintiff Vallentyne then filed his PAGA representative action in Contra Costa Superior Court, designated Case No. C24-02968, alleging

1 various wage-and-hour claims against Defendant in his individual capacity and as a PAGA
2 representative for other aggrieved employees and the State of California. The class and PAGA
3 actions together are referred to herein as the Vallentyne Action.

4 e. On September 23, 2024, Plaintiff Serra, Plaintiff LaKind, Plaintiff Vallentyne
5 and Defendant participated in a full-day mediation before Louis Marlin, Esq., a well-known class
6 and PAGA mediator. The cases did not settle at mediation. However, through additional follow-up
7 discussions, the Parties reached a resolution for a complete and final settlement of the Serra Action,
8 LaKind Action, and Vallentyne Action. The Parties specifically and mutually intend to settle the
9 claims for all theories of liability alleged in the Action and PAGA Notice. No class has been certified
10 in the Serra Action, LaKind Action, or Vallentyne Action. The Parties' Settlement contemplates the
11 following: (1) entry of an order approving this Settlement and granting the relief set forth herein,
12 including the filing of the Second Amended Complaint in the Serra Action; (2) entry of judgment in
13 accordance with California Rule of Court, rule 3.769(h) and closure of the case; (3) dismissal of the
14 individual wage and hour claims in the LaKind Action and Vallentyne Action with prejudice, except
15 the class and PAGA representative claims will dismissed without prejudice; and (4) discharge of the
16 Released Parties from liability for all Released Claims.

17 43. Discovery, Investigation, and Research. The Parties engaged in extensive
18 investigation of the facts and law during litigation of the Action. The investigation included the
19 exchange of information through both formal and informal discovery. Specifically, it included,
20 among other things, the exchange of over 1,200 pages of documents including Defendant's
21 employment policies, practices, and procedures, as well as the time and pay records of a 20% sample
22 of Class Members, randomly selected by Class Counsel. Counsel for the Parties also investigated
23 applicable law as applied to the facts in the case, potential defenses thereto, and relief sought by
24 Plaintiffs on behalf of themselves and the Class.

25 44. Benefits of Settlement to Plaintiffs and the Class Members. The Settlement was
26 reached after arm's-length bargaining between the Parties with the assistance of an experienced and
27 neutral mediator, Louis Marlin, Esq. Plaintiffs and Class Counsel recognize the expense and length
28 of continued proceedings necessary to litigate Plaintiffs' disputes in the Action through trial and

1 through any possible appeals. Plaintiffs also have taken into account the uncertainty and risks of the
2 outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiffs and
3 Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims
4 asserted in the Action, both generally and in response to Defendant's defenses thereto, and the
5 difficulties in establishing damages, penalties, restitution and other relief sought in the Action.
6 Plaintiffs and Class Counsel also have taken into account Defendant's agreement to enter into a
7 settlement that confers substantial benefits upon the Class Members. Based on the foregoing,
8 Plaintiffs and Class Counsel have determined that the Settlement set forth in this Stipulation of
9 Settlement is fair, adequate, and reasonable and is in the best interests of all Class Members.

10 45. Defendant's Denial of Wrongdoing and Reasons for Settlement.

11 a. Defendant denies generally all claims alleged in the Action and further denies
12 class or representative treatment is appropriate for any purpose other than this settlement. Defendant
13 contends it complied with California and other applicable law. It is Defendant's position that, if
14 litigation continued, class certification would be denied on all claims and the PAGA claims would
15 be deemed unmanageable. Defendant contends Plaintiffs are not adequate class or PAGA
16 representatives; their claims are not typical of the Class Members nor are they manageable; and
17 individual issues predominate over common ones.

18 b. Defendant has concluded further defense of the Action would be protracted and
19 expensive. Substantial amounts of Defendant's time, energy, and resources have been, and unless this
20 Settlement is completed, shall continue to be, devoted to the defense of the claims asserted by Plaintiffs.
21 Defendant has also taken into account the risks of further litigation in reaching its decision to enter into
22 this Settlement. Even though Defendant contends it is not liable for any of the claims alleged by
23 Plaintiffs in the Action and/or PAGA Notice and denies any liability whatsoever, Defendant,
24 nonetheless, has agreed to settle in the manner and upon the terms set forth in this Settlement and to
25 fully and finally put to rest the claims alleged in this Action. Defendant has asserted and continues to
26 assert that the claims alleged by Plaintiffs have no merit and do not give rise to any liability, damages,
27 restitution, penalties or other payments. This Stipulation of Settlement is a compromise of disputed
28 claims. Nothing contained in this Stipulation of Settlement, no documents referred to herein, and no

1 action taken to carry out this Stipulation of Settlement, shall be construed or used as an admission by or
2 against Defendant as to the merits or lack thereof of the claims asserted in the Action. Defendant
3 contends that it has complied with all applicable state, federal and local laws. In the event this Settlement
4 does not obtain final approval, Defendant retains all rights it has to defend itself in this matter and to
5 take any actions in defense of itself that are available to it.

6 46. Certification for Settlement Purposes Only. The Court has not ruled on class
7 certification in the underlying litigation and the Settlement is not, and it should not be construed as,
8 any admission of fact or law in this matter or any other matter that class certification is appropriate.
9 Solely for purposes of settling the Action, and not for purposes of class certification should the
10 Settlement not be approved or for any other reason, the Parties stipulate and agree that the requisites
11 for establishing class certification with respect to the Settlement Class have been met and are met.
12 Should this Settlement not be approved or be terminated, all stipulations set forth herein (including
13 in this paragraph) shall be null and void and shall not be admissible for any purpose whatsoever.

14 **TERMS OF SETTLEMENT**

15 NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements set
16 forth herein, the Parties agree, subject to the Court's approval, as follows:

17 47. **Binding Settlement.** This Settlement shall bind the Parties, the LWDA, all
18 Participating Class Members, and all Participating PAGA Members, subject to the terms and
19 conditions hereof and the Court's approval.

20 47. **Tax Liability.** The Parties make no representations as to the tax treatment or legal
21 effect of the payments specified herein, and Class Members and Participating PAGA Members are not
22 relying on any statement or representation by the Parties, Class Counsel, Defense Counsel, or the
23 Settlement Administrator in this regard. Participating Class Members, Participating PAGA Members,
24 and Class Counsel understand and agree that they shall be solely and legally responsible for the
25 payment of all applicable taxes and penalties assessed on the payments specified herein, except
26 Defendant will be responsible for paying the Employer's Share of Payroll Taxes in addition to the
27 Gross Settlement Amount.

1 48. **Preliminary Approval of Settlement.** Class Counsel has reserved the first available
2 date for a hearing on Plaintiffs' Motion for Preliminary Approval, which is February 20, 2025 at 10:00
3 a.m., so that the Parties may request preliminary approval of the Settlement and the setting of a Final
4 Approval Hearing date. The Parties agree to work diligently and cooperatively to have this Settlement
5 presented to the Court for preliminary approval. The Preliminary Approval Order shall provide for,
6 among other things, the Settlement Notice to be sent to Class Members as specified herein.

7 49. **Release by All Participating Class Members.** Upon Defendant funding the Gross
8 Settlement Amount and employer taxes, all Participating Class Members, including Plaintiffs, shall
9 be deemed to have released and discharged the Released Parties of and from all of the Released
10 Claims. Class Members who have submitted a timely and valid Request for Exclusion will not be
11 deemed to have released the Released Parties from the Released Claims. However, those Class
12 Members who are Participating PAGA Members will be deemed to have released their PAGA
13 Released Claims regardless of whether they request exclusion from the Settlement, as further set
14 forth below.

15 50. **Release by the LWDA and All Participating PAGA Members.** Upon Defendant
16 funding the Gross Settlement Amount, the LWDA and Participating PAGA Members, including
17 Plaintiffs, shall be deemed to have released the Released Parties of and from the PAGA Released
18 Claims. Class Members will not have the opportunity to opt out of, or object to, the PAGA
19 Settlement. Class Members are bounded by the PAGA Settlement and release of PAGA Released
20 Claims regardless of whether they opt out of the Class Settlement and regardless of whether they
21 cash, deposit, and/or otherwise negotiate their Individual PAGA Payment.

22 51. **Additional General Release and Waiver of Claims by Plaintiffs.** In addition to the
23 release of Released Claims and PAGA Released Claims set forth above, Plaintiffs, in their individual
24 capacity, agree to release the Released Parties from any and all claims, known and unknown, under
25 federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law,
26 arising as of the date of execution of this Agreement including but not limited to claims arising from
27 or relating to their employment with Defendant, separation of employment from Defendant, and any
28 acts that have or could have been asserted in any legal action or proceeding against Defendant,

1 whether known or unknown, arising under any federal, state or local law or statute, including, inter
2 alia, those arising under the California Labor Code, Fair Labor Standards Act, Americans with
3 Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income Security
4 Act, National Labor Relations Act, California Corporations Code, California Business and
5 Professions Code, California Fair Employment and Housing Act, California Constitution (all as
6 amended), and law of contract and tort, as well as for discrimination, harassment, retaliation,
7 wrongful termination, lost wages, benefits, other employment compensation, emotional distress,
8 medical expenses, other economic and non-economic damages, attorney fees, and costs—now
9 existing or arising in the future, based on any act, omission, event, occurrence, or nonoccurrence
10 from the beginning of time to the date of execution hereof (“Plaintiffs’ Released Claims”).

11 Even if Plaintiffs discover facts in addition to or different from those that they now know or
12 believe to be true with respect to the subject matter of Plaintiffs’ Released Claims, those claims will
13 remain released and forever barred. To affect a full and complete general release as described above,
14 Plaintiffs expressly waive and relinquish all rights and benefits of section 1542 of the Civil Code of
15 the State of California, and do so understanding and acknowledging the significance and
16 consequence of specifically waiving section 1542. Section 1542 of the Civil Code of the State of
17 California states as follows:

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

21 Thus, notwithstanding the provisions of section 1542, and to implement a full and complete
22 release and discharge of the Released Parties, Plaintiffs expressly acknowledge this Settlement is
23 intended to include in its effect, without limitation, all claims Plaintiffs does not know or suspect to
24 exist in Plaintiffs’ favor at the time of signing this Settlement, and that this Settlement contemplates
25 the extinguishment of any such claims. Plaintiffs warrant that they have read this Settlement, including
26 this waiver of California Civil Code section 1542, and that Plaintiffs have consulted with or had the
27 opportunity to consult with counsel of Plaintiffs’ choosing about this Settlement and specifically about
28 the waiver of section 1542, and that Plaintiffs understand this Settlement and the section 1542 waiver,

1 and so Plaintiffs freely and knowingly enters into this Settlement. Plaintiffs further acknowledge that
2 Plaintiffs later may discover facts different from or in addition to those Plaintiffs now know or believe
3 to be true regarding the matters released or described in this Settlement, and even so Plaintiffs agree
4 that the releases and agreements contained in this Settlement shall remain effective in all respects
5 notwithstanding any later discovery of any different or additional facts. Plaintiffs expressly assumes
6 any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or
7 controversies released or described in this Settlement or with regard to any facts now unknown to
8 Plaintiffs relating thereto. Plaintiffs further acknowledge this waiver of the provisions of section 1542
9 was separately bargained for and is an essential and material term of this Agreement.

10 52. **Settlement Administrator.**

11 i. The Settlement Administrator will be responsible for (1) preparing, printing,
12 and mailing the Settlement Notice to Class Members; (2) receiving and processing Requests for
13 Exclusions, Notices of Objection, and Workweek Disputes; (3) calculating payments under the
14 Settlement, including taking into account any withholdings or deductions; (4) handling inquiries
15 from Class Members concerning the Settlement, including matters in the Settlement Notice; (5)
16 providing weekly status reports to Defense Counsel and Class Counsel regarding the mailings,
17 submissions received from Class Members, and estimated Individual Settlement Awards and
18 Individual PAGA Payments; (6) distributing Individual Settlement Awards and Individual PAGA
19 Payments, and payments to taxing authorities as appropriate; (7) providing due diligence declarations
20 for submission to the Court, as needed; (8) printing and providing Class Members and Plaintiffs with
21 tax forms as required under this Settlement Agreement and applicable law, and providing copies of
22 same to Defendant; (9) maintaining a settlement website that will include the date of the final
23 approval hearing, the Stipulation of Settlement, and the Preliminary Approval Order; (10)
24 establishing and maintaining the Settlement Fund Account, as detailed in this Settlement; and (11)
25 such other tasks as Parties mutually agree or the Court orders the Settlement Administrator to
26 perform.

27 ii. The Settlement Administrator will perform a skip-trace search and re-mail all
28 Settlement Notices that are returned, undelivered on or before the Response Deadline, within seven

(7) calendar days of receiving notice that the mailing was undeliverable, and the deadline to submit an objection, Request for Exclusion, and/or Workweeks Dispute will be extended by fifteen (15) calendar days for Class Members to whom a Settlement Notice is re-mailed.

iii. The Settlement Administrator will also handle distribution of all payments to Participating Class Members, Participating PAGA Members, Plaintiffs, the LWDA, and Class Counsel, as provided herein and approved by the Court, as well as handle transmission of uncashed settlement funds as provided herein.

53. **Establishment of Settlement Fund.** Within seven (7) calendar days of Final Approval, the Settlement Administrator will establish a Settlement Fund Account in a non-interest-bearing transaction account at a FDIC-insured institution, designated by Defendant, with at least one branch in California and provide wire instructions and a W-9 form for that Settlement Fund Account to Defense Counsel.

54. **Notice to Class Members.**

i. Within twenty-one (21) calendar days of notice of entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the Class List for purposes of mailing the Settlement Notice to Class Members. The Settlement Administrator shall not be permitted to share any Class Information included in the Class List with Plaintiffs or Class Counsel absent express approval by Defendant or Defense Counsel.

i. **Notice by First Class U.S. Mail.** Upon receipt of the Class List, the Settlement Administrator shall perform a search based on the National Change of Address Database maintained by the United States Postal Service to update and correct any known or identifiable address changes. Within fifteen (15) calendar days after receiving the Class List from Defendant as provided herein, the Settlement Administrator shall mail copies of the Settlement Notice to all Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the most current mailing address for each Class Member. The Parties agree that this procedure for notice provides the best notice practicable to Class Members and fully complies with due process.

1 ii. Undeliverable Settlement Notices. Any Settlement Notice returned to
2 the Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-mailed
3 to the forwarding address affixed thereto within five (5) calendar days of receipt of the returned
4 Settlement Notice by the Settlement Administrator. If no forwarding address is provided, the
5 Settlement Administrator shall attempt to determine a correct address by the use of skip-tracing, or
6 other type of automated search, using the name, address and/or Social Security number of the Class
7 Member involved, and shall then perform a re-mailing to the Class Member whose Settlement Notice
8 was returned as non-deliverable within five (5) calendar days of receipt of the returned Settlement
9 Notice by the Settlement Administrator, assuming another mailing address is identified by the
10 Settlement Administrator. Class Members who are sent a re-mailed Settlement Notice shall have their
11 Response Deadline extended by ten (10) calendar days from the date the Settlement Administrator re-
12 mails the Settlement Notice. If these procedures are followed, notice to Class Members shall be
13 deemed to have been fully satisfied, and if the intended recipient of the Settlement Notice does not
14 receive the Settlement Notice, the intended recipient shall nevertheless remain a Class Member and
15 shall be bound by all terms of the Settlement and the Final Order and Judgment.

16 iii. Determination of Individual Settlement Awards and Individual PAGA
17 Payments. The Settlement Administrator shall determine the eligibility for, and the amounts of, each
18 Individual Settlement Award and Individual PAGA Payment, under the terms of this Settlement. The
19 Settlement Administrator's determination of the eligibility for and amount of each Individual
20 Settlement Award and Individual PAGA Payment shall be binding upon the Class Members and the
21 Parties. Defendant's workweek estimates shall be presumed accurate.

22 iv. Disputes Regarding Administration of Settlement. Any dispute not
23 resolved by the Settlement Administrator concerning the administration of the Settlement shall be
24 resolved by the Court.

25 ii. Monitoring and Reviewing Settlement Administration. The Parties have the
26 right to monitor and review the administration of the Settlement to verify that the monies allocated
27 under the Settlement are distributed in the correct amount, as provided for in this Settlement.
28

1 iii. Certification Reports Regarding Individual Class Payment Calculations. The
2 Settlement Administrator will provide Defense Counsel and Class Counsel a weekly report which
3 certifies: (i) the number of Class Members who have submitted valid Requests for Exclusion or Notices
4 of Objection; and (ii) whether any Class Member has submitted a challenge to any information
5 contained in their Settlement Notice, including but not limited to the number of Class Members from
6 the Settlement Class who have submitted a Workweek Dispute. Additionally, the Settlement
7 Administrator will provide to counsel for both Parties any updated reports regarding the administration
8 of the Settlement Agreement as needed or requested.

9 iv. Best Efforts. The Parties agree to use their best efforts to carry out the terms
10 of this Settlement.

11 55. **Funding and Allocation of Gross Settlement Amount.** The Gross Settlement Amount
12 shall be paid by Defendant in one lump sum payment within thirty (30) calendar days after the Effective
13 Date. Defendant shall provide the Gross Settlement Amount to the Settlement Administrator in any
14 feasible manner, including, but not limited to, by way of a wire transfer. If this Settlement is not finally
15 approved by the Court in full, or is terminated, rescinded, canceled or fails to become effective for any
16 reason, or if the Effective Date does not occur, then no portion of the Gross Settlement Amount shall be
17 paid.

18 i. Payments to the Settlement Class. Class Members shall not be required to
19 submit a claim in order to receive a share of the Net Settlement Amount, and no portion of the Gross
20 Settlement Amount shall revert to Defendant or result in an unpaid residue. The Settlement
21 Administrator shall first compute the Net Settlement Amount by deducting from the Gross
22 Settlement Amount the Class Counsel Award, Class Representative Service Awards, PAGA
23 Payment, and Settlement Administration Costs, each in the amount approved by the Court. To the
24 extent the Court does not approve the full requested attorneys' fees, litigation costs, enhancement
25 payments or settlement administration costs, such occasion shall not constitute grounds to object to,
26 revoke, terminate or otherwise nullify this Settlement, and the Net Settlement Amount will increase
27 accordingly by the difference between the requested amounts and the amounts awarded by the Court.
28

1 ii. Individual Settlement Award: The Settlement Administrator will calculate
2 each Individual Settlement Award by dividing the Net Settlement Amount by the combined total
3 number of Workweeks for the Class, to arrive at the Workweek Value. The Workweek Value will
4 then be multiplied by the number of Workweeks worked by the Class Member to arrive at the
5 Individual Settlement Award for that Class Member. All Class Members will be credited one
6 workweek for each week worked. For example, if a Class Member only worked two Workweeks,
7 the Class Member will be credited with working two Workweeks, which will then be multiplied by
8 the Workweek Value to arrive at the amount of his or her Individual Settlement Award. All
9 Participating Class Members will be entitled to payment for at least one Workweek. All Workweek
10 Disputes will be resolved and decided by the Settlement Administrator and the Settlement
11 Administrator's decision on all Workweek Disputes will be final and non-appealable.

12 i. Individual PAGA Payment: The Settlement Administrator will
13 calculate each Participating PAGA Member's Individual PAGA Payment by dividing the 25% of the
14 PAGA Payment to be distributed to Participating PAGA Members (i.e. \$82,500) by the total number
15 of Workweeks worked by the Participating PAGA Members, to arrive at the PAGA Workweek
16 Value; and then multiplying the PAGA Workweek Value by the number of Workweeks worked by
17 each Participating PAGA Member.

18 ii. Each Individual Settlement Award and Individual PAGA Payment
19 shall be calculated solely by the Settlement Administrator, using Defendant's Workweek data.
20 Defendant's Workweek data will be presumed to be correct, unless proven otherwise to the Claims
21 Administrator by credible evidence. All Workweek Disputes will be resolved and decided by the
22 Settlement Administrator and such decision will be final and non-appealable.

23 iii. Individual Settlement Awards and Individual PAGA Payments shall
24 be mailed by the Settlement Administrator by regular First Class U.S. Mail to the applicable
25 employee's last known mailing address within ten (10) calendar days after Defendant provides the
26 Settlement Administrator with the Gross Settlement Amount. Prior to mailing the Individual
27 Settlement Awards and the Individual PAGA Payments, the Settlement Administrator shall perform
28 a search based on the National Change of Address Database maintained by the United States Postal

1 Service to update and correct any known or identifiable address changes.

2 iv. Should any of the following occur, the Settlement Administrator will
3 proportionately increase the Net Settlement Amount for purposes of calculating Individual
4 Settlement Awards and Individual PAGA Payments: (i) any Class Members submit timely and valid,
5 or otherwise accepted, Requests for Exclusion following the provisions in the Settlement Notice; (ii)
6 the Court approves the Class Representative Service Awards in amounts less than those requested
7 by Plaintiffs, as detailed herein; (iii) the Court approves a Class Counsel Award in an amount less
8 than that requested by Plaintiffs, as detailed herein; and/or (iv) the Court approves Settlement
9 Administration Costs in an amount less than that requested by Plaintiffs, as detailed herein.

10 v. The Settlement Administrator may, in its discretion, distribute the
11 Individual Settlement Award and Individual PAGA Payment by way of a single check that combines
12 both payments.

13 vi. Individual Settlement Awards shall be allocated as follows: two-fifths
14 (2/5) to wages, subject to all applicable tax withholdings (to be reported on IRS Form W-2); and
15 three-fifths (3/5) to interest and to penalties (to be reported on IRS Form 1099). This allocation tracks
16 the claims asserted by Plaintiffs and the wage-versus-nonwage damages recoverable under such
17 claims if Plaintiffs prevailed (which Defendant disputes). The Settlement Administrator shall
18 calculate the amount of the Employer's Share of Payroll Taxes and remit and report the applicable
19 portions of the payroll tax payment to the appropriate taxing authorities in a timely manner. Any
20 Individual Settlement Award check and/or Individual PAGA Payment check shall be valid for one
21 hundred eighty (180) calendar days, after which time it will automatically cancel. After the expiration
22 of the 180-day period, the Settlement Administrator will prepare the Final Report regarding the
23 distribution of the Gross Settlement Amount, including the total amount that was cashed/deposited
24 by them and the total amount of any uncashed settlement checks pursuant to California Code of Civil
25 Procedure section 384. After the Final Report is filed, any uncashed settlement funds will be
26 transmitted by the Settlement Administrator to the Cy Pres Recipient.

27 vii. In the event a Class Member fails to cash/deposit his or her Individual
28 Settlement Award check and/or Individual PAGA Payment check, the individual shall nevertheless

1 remain bound by the Settlement.

2 viii. All monies received by Class Members under the Settlement which are
3 attributable to wages shall constitute income to such Class Members solely in the year in which such
4 monies actually are received by the Class Members. It is expressly understood and agreed that the
5 receipt of Individual Settlement Awards and/or Individual PAGA Payments shall not entitle any Class
6 Member to additional compensation or benefits under any collective bargaining agreement or under any
7 bonus, contest or other compensation or benefit plan or agreement in place during the period covered
8 by the Settlement, nor shall it entitle any Class Member to any increased pension and/or retirement, or
9 other deferred compensation benefits. It is the intent of the Parties that the Individual Settlement Awards
10 and Individual PAGA Payments provided for in this Stipulation of Settlement are the sole payments to
11 be made by Defendant to Class Members in connection with this Settlement, with the exception of
12 Plaintiffs who will also receive their Class Representative Service Awards, and that the Class Members
13 are not entitled to any new or additional compensation or benefits as a result of having received the
14 Individual Settlement Awards and/or and Individual PAGA Payments. Furthermore, the receipt of
15 Individual Settlement Awards and Individual PAGA Payments by Class Members shall not, and does
16 not, by itself establish any general, special, or joint employment relationship between and among the
17 Class Member(s) and Defendant.

18 iii. Class Representative Service Award. For the purposes of this Settlement
19 only, the Parties agree to the designation of Plaintiffs John Serra, David LaKind and Stephen
20 Vallentyne as Class Representatives. In recognition of their time and effort in bringing and presenting
21 the Action and in consideration for their releases herein and compliance with the terms and
22 obligations of this Agreement, Plaintiffs may request Class Representative Service Awards not to
23 exceed Ten-Thousand Dollars (\$10,000) to John Serra, Ten-Thousand Dollars (\$10,000) to David
24 Lakind, and Ten-Thousand Dollars (\$10,000) to Stephen Vallentyne. Plaintiffs' request for such
25 Class Representative Service Awards shall be subject to approval from the Court. Defendant agrees
26 not to oppose or object to Plaintiffs' request for Class Representative Service Awards in an amount
27 not to exceed these amounts. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs
28 for their Class Representative Service Awards. Plaintiffs shall be solely and legally responsible to

1 pay any and all applicable taxes on their Class Representative Service Awards. Any amount
2 requested by Plaintiffs for the Class Representative Service Awards and not awarded by the Court
3 shall become part of the Net Settlement Amount and shall be distributed to Participating Class
4 Members as part of their Individual Settlement Awards.

5 iv. Class Counsel Award. Class Counsel may request attorneys' fees of up to one-
6 third (33.33%) of the Gross Settlement Amount, which amounts to Eight Hundred Fourteen Thousand
7 Six Hundred Thirty-One Dollars and Nineteen Cents (\$814,632.33), subject to court approval. In
8 addition, Class Counsel may request costs associated with Class Counsel's litigation of the Action, in
9 an amount of up to \$40,000, subject to court approval. In the event the Court awards Class Counsel
10 less than the requested amounts, the difference shall become part of the Net Settlement Amount and
11 distributed to Participating Class Members as part of their Individual Settlement Awards, and shall not
12 be grounds to terminate or nullify this Settlement. The Class Counsel Award shall be split between
13 Class Counsel as follows: 80% to Lebe Law; 10% to Mayall Hurley P.C.; and 10% of Bibiyan Law
14 Group, P.C. Plaintiffs acknowledge they have been advised of the split and consent thereto. Class
15 Counsel shall be solely and legally responsible to pay all applicable taxes on the Class Counsel Award.
16 Class Counsel shall provide the Settlement Administrator with properly completed and signed copies
17 of IRS Form W-9 in order for the Settlement Administrator to process the Class Counsel Award
18 approved by the Court. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel
19 for the Class Counsel Award.

20 56. Settlement Administration Costs. The Settlement Administration fees and
21 expenses, which are estimated not to exceed Fifteen-Thousand Dollars (\$15,000) shall be paid from
22 the Gross Settlement Amount. Prior to Plaintiffs filing a Motion for Final Approval of the
23 Settlement, the Settlement Administrator shall provide the Parties with a statement detailing the
24 Settlement Administration Costs to date. The Parties agree to cooperate in the Settlement
25 Administration process and to make all reasonable efforts to control and minimize Settlement
26 Administration Costs.

27 57. Payroll Taxes. In accordance with this Settlement and to the fullest extent possible,
28 the Gross Settlement Amount shall resolve, satisfy and completely extinguish all of Defendant's

liability with respect to the Class Members, except that the Defendant shall solely be responsible for its Employer's Share of Payroll Taxes which Defendant will pay in addition to the Gross Settlement Amount. Upon funding the Gross Settlement Amount and Employer's Share of Payroll Taxes, Defendant shall have no further payment or defense obligation whatsoever with respect to the Action.

58. **Duties of the Parties Prior to Court Approval.** The Parties shall promptly submit this Settlement Agreement to the Court with a Motion for Preliminary Approval, for determination by the Court as to its fairness, adequacy, and reasonableness and, in connection therewith, shall submit a copy of the Settlement and Motion for Preliminary Approval to the LWDA. As part of the Motion for Preliminary Approval, the Parties shall also apply to the Court for the entry of an Order as follows:

- i. Certifying the Settlement Class for settlement purposes only;
- ii. Approving, as to form and content, the proposed Settlement Notice;
- iii. Approving the manner and method for Class Members to object or request exclusion from the Settlement, as contained herein and within the Settlement Notice;
- iv. Directing the mailing of the Settlement Notices to Class Members, by first class mail;
- v. Preliminarily approving the Settlement subject only to the objections of Class Members and final review by the Court; and
- vi. Setting a Final Approval Hearing.

a. Class Counsel shall submit a motion for preliminary approval of the Settlement within 75 days after full execution of this Agreement, unless otherwise agreed upon between the Parties. If Class Counsel fails to do so, Defense Counsel may seek preliminary approval of the Settlement.

b. Class Counsel shall provide Defense Counsel with the opportunity to review drafts of the motion, memorandum of points and authorities, and proposed order to be filed in connection with the motion before filing such motion with the Court. Plaintiffs motion for preliminary approval shall also include a proposed order that is mutually agreed upon by the Parties.

Defendant shall not oppose Plaintiffs motion for preliminary approval to the extent it is consistent with the terms and conditions herein.

59. **Final Settlement Approval Hearing and Entry of Final Order and Judgment.**

a. At the Final Approval Hearing, Class Counsel will move the Court for entry of a Final Order and Judgment in accordance with the California Rule of Court 3.769(h). Class Counsel will seek approval of the Class Settlement as being fair, reasonable and adequate to the Class Members within the meaning of California Code of Civil Procedure §§ 877 and 877.6. Class Counsel and Defense Counsel will submit to the Court such pleading and/or evidence as required for the Court's determination. Class Counsel will also submit a fee and cost application to be determined at the Final Approval Hearing. Class Counsel will also comply with the requirements for submission and approval of PAGA settlements, set forth in California Labor Code § 2699(l). After the Final Order and Judgment is entered by the Court, individualized notice to each individual Class Member will not be required, instead the Settlement Administrator will upload and host the Final Order and Judgment on its website for sixty (60) calendar days after issuance.

b. The Parties agree to work diligently and cooperatively to have this Settlement presented to the Court for final approval. Class Counsel shall provide Defense Counsel with the opportunity to review drafts of the motion, memorandum of points and authorities, and proposed order to be filed in connection with the motion before filing such motion with the Court. Plaintiffs' motion for final approval shall also include a proposed order and judgment that is mutually agreed upon by the Parties. Defendant shall not oppose Plaintiffs motion for final approval to the extent it is consistent with the terms and conditions herein.

60. **Revocation of Settlement by Defendant.** If Class Members representing more than an aggregate total of ten percent (10%) of the verified workweeks opt-out of the Settlement, Defendant shall have the sole and absolute discretion to rescind/void the Settlement Agreement within twenty calendar (20) days after receiving from the Settlement Administrator the final list of opt-outs. Defendant agrees to meet and confer in good faith with Class Counsel before rescinding or voiding the Settlement Agreement. In the event Defendant elects to rescind/void the Settlement Agreement, it shall provide written notice of such rescission to Class Counsel. Such rescission shall have the

1 same effect as a termination of this Settlement Agreement for failure to satisfy a condition of
2 settlement, and the Settlement Agreement shall become null and void and have no further force or
3 effect, and the Settlement Class certified pursuant to this Settlement Agreement will be decertified
4 for all purposes. If Defendant chooses to terminate this Settlement Agreement under this provision,
5 it shall be responsible for the Settlement Administration Costs incurred to that point.

6 61. **Nullification of Settlement.** In the event: (i) the Court denies Preliminary Approval
7 of the Settlement without the right to amend; or (ii) the Court does not grant final approval of the
8 Settlement without the right to amend; or (iii) the Court does not enter the Final Order and Judgment
9 without the right to amend; or (iv) the Settlement does not become final for any other reason, this
10 Settlement shall be rendered null and void, any order or judgment entered by the Court in furtherance
11 of this Settlement shall be treated as void from the beginning and this Settlement and any documents
12 related to it shall not be used by any Class Member or Class Counsel to support any claim or request
13 for class certification in the Action, and shall not be used in any other civil, criminal, or
14 administrative action against Defendant or any of the other Released Parties. Additionally, should
15 the Settlement not become final for any reason, any Settlement Administration Costs already incurred
16 by the Settlement Administrator shall be split evenly among the Parties. If Defendant elects to revoke
17 the Settlement, as specified in Paragraph 60, the Parties and any monies required to be paid under
18 this Settlement shall be returned to their respective statuses as of the date and time immediately prior
19 to the execution of this Settlement, and the Parties shall proceed in all respects as if this Settlement
20 had not been executed, except that any Settlement Administration Costs already incurred by the
21 Settlement Administrator shall be paid to the Settlement Administrator by Defendant. In the event
22 an appeal is filed from the Court's Final Order and Judgment, or any other appellate review is sought,
23 administration of the Settlement shall be stayed pending final resolution of the appeal or other
24 appellate review, and the stay shall only be lifted if the end result of the appeal or other proceeding
25 is that the terms of this settlement agreement are upheld.

26 62. **Plaintiffs' Waiver of Right to Be Excluded.** Plaintiffs agree that by signing this
27 Settlement Agreement, they will be bound by the terms herein. Plaintiffs further agree that, upon
28 signing this Settlement Agreement, they will not request to be excluded from this Settlement and that

any such request for exclusion by Plaintiffs will be void and of no force or effect.

63. **Waiver of Certain Appeals.** The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; and either party may appeal any court order that materially alters the Settlement Agreement's terms. Nothing in this Settlement Agreement shall preclude Plaintiffs from appealing from a court order denying or failing to grant in full his requests for attorneys' fees, costs, or service awards

64. **No Admission by Defendant.** Defendant denies all claims alleged in this Action and denies all wrongdoing whatsoever by Defendant. Neither this Stipulation of Settlement, nor any of its terms and conditions, nor any of the negotiations connected with it, is a concession or admission, and none shall be used against Defendant as an admission or indication with respect to any claim of any fault, concession, or omission by Defendant or that class certification is proper under the standard applied to contested certification motions. The Parties stipulate and agree to the certification of the proposed class for settlement purposes only. The Parties further agree that this Stipulation of Settlement will not be admissible in this or any other proceeding as evidence that either (i) a class action should be certified or (ii) Defendant is liable to Plaintiffs or any Class Member, other than according to the terms of this Stipulation of Settlement.

65. **Publicity.**

a. Plaintiffs and Class Counsel will not make any public disclosures of any kind regarding the Settlement, including but not limited to postings on Class Counsel's websites and postings on any social media sites/outlets, until after the Motion for Preliminary Approval is filed. Even after submitting the Settlement for court approval (preliminary and/or final), Plaintiffs and Class Counsel agree they will not issue or cause to be issued any press release or communication to any third party and will not otherwise communicate to any media or media representative, including but not limited to, the electronic, print, or digital media or social networking site, information regarding the Action, the claims asserted therein, the Settlement, or amount of money paid to resolve the Action. If contacted by the press or other forms of media, including but limited to, any blogs or other social media websites, Plaintiffs will state the matter has been resolved to the satisfaction of all parties. If contacted by the press or other forms of media, including but limited to, any blogs or

1 other social media websites, Class Counsel may respond by providing facts about the Settlement that
2 are in publicly-available documents. If contacted by the press or other forms of media, including but
3 not limited to, any blogs or other social media websites, Defendant shall not disparage the Plaintiff
4 or Class Counsel; similarly, if contacted by the press or other forms of media, including but not
5 limited to, any blogs or other social media websites, Plaintiff and Class Counsel shall not disparage
6 Defendant. Plaintiff and Class Counsel will, nevertheless, undertake any and all submissions to the
7 LWDA that are required by the PAGA statute in connection with obtaining approval of the PAGA
8 Settlement.

9 b. Class Counsel will take all steps necessary to ensure the Class Representatives are
10 aware of, and will encourage them to adhere to, the restriction against any public disclosures set forth
11 herein. Further, Class Counsel will not include, reference, or use the Settlement for any marketing
12 or promotional purposes, or for attempting to influence business relationships at Jones Lang LaSalle
13 Americas, Inc., either before or after the Motion for Preliminary Approval is filed. Class Counsel is
14 permitted to reference the settlement for purposes of demonstrating their adequacy as Class Counsel in
15 other cases in which they appear as counsel.

16 66. **Waiver.** No waiver of any condition or covenant contained in this Settlement
17 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to
18 imply or constitute a further waiver by such party of the same or any other condition, covenant, right,
19 or remedy.

20 67. **Judgment and Continued Jurisdiction.** Upon final approval of the Settlement by
21 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
22 Judgment to the Court for its approval, pursuant to Rule 3.770 of the California Rules of Court. After
23 entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing:
24 (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement administration
25 matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth
26 in this Agreement.

27 68. **Exhibits and Headings.** The terms of this Stipulation of Settlement include the terms
28 set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth

1 herein. The Exhibits to this Stipulation of Settlement are an integral part of the Settlement. The
2 descriptive headings of any paragraphs or sections of this Stipulation of Settlement are inserted for
3 convenience of reference only.

4 69. **Amendment or Modification.** This Stipulation of Settlement may be amended or
5 modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

6 70. **Entire Agreement.** This Stipulation of Settlement and any attached Exhibits
7 constitute the entire agreement between the Parties, and no oral or written representations, warranties,
8 or inducements have been made to Plaintiffs or Defendant concerning this Stipulation of Settlement
9 or its Exhibits other than the representations, warranties, and covenants contained and memorialized
10 in this Stipulation of Settlement and its Exhibits. No other prior or contemporaneous written or oral
11 agreements may be deemed binding on the Parties.

12 71. **Authorization to Enter Into Settlement Agreement.** Class Counsel and Defense
13 Counsel warrant and represent they are expressly authorized by the Parties whom they represent to
14 negotiate this Stipulation of Settlement and to take all appropriate actions required or permitted to be
15 taken by such Parties pursuant to this Stipulation of Settlement to effectuate its terms, and to execute
16 any other documents required to effectuate the terms of this Stipulation of Settlement. The Parties,
17 Class Counsel and Defense Counsel shall cooperate with each other and use their best efforts to affect
18 the implementation of the Settlement. In the event the Parties are unable to reach agreement on the
19 form or content of any document needed to implement the Settlement, or on any supplemental
20 provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek
21 the assistance of the Court to resolve such disagreement. The person signing this Stipulation of
22 Settlement on behalf of the Defendant represents and warrants that he/she is authorized to sign this
23 Stipulation of Settlement on behalf of Defendant. Plaintiffs represent and warrant that they are
24 authorized to sign this Stipulation of Settlement and that they have not assigned any claim, or part of a
25 claim, covered by this Settlement of Settlement to a third party. Because the Class Members are so
26 numerous, Parties agree it is impossible or impractical to have each Class Member sign this Stipulation
27 of Settlement. This Stipulation of Settlement may be executed on behalf of the Settlement Class by
28 Class Counsel and Plaintiffs. The Parties have cooperated in the drafting and preparation of this

1 Stipulation of Settlement. Hence, in any construction made of this Stipulation of Settlement, the same
2 shall not be construed against any of the Parties.

3 72. **Binding on Successors and Assigns.** This Stipulation of Settlement shall be binding
4 upon, and inure to the benefit of, the successors and assigns of the Parties.

5 73. **California Law Governs.** All terms of this Stipulation of Settlement and the Exhibits
6 hereto shall be governed by and interpreted according to the laws of the State of California.

7 74. **Counterparts.** This Settlement may be executed in one or more counterparts. All
8 executed counterparts and each of them shall be deemed to be one and the same instrument. Facsimile
9 or PDF copies of any such signed counterparts may be used in lieu of the original for any purpose.
10 Pursuant to California Civil Code section 1633.7, Parties agree they may use DocuSign or similar
11 electronic signature technology to expedite the execution of this Settlement Agreement.

12 75. **This Settlement is Fair, Adequate, and Reasonable.** Plaintiffs represent that this
13 Settlement is a fair, adequate, and reasonable settlement of the Action and that they have arrived at
14 this Settlement after extensive arm's-length negotiations, taking into account all relevant factors,
15 present and potential.

16 76. **Invalidity of Any Provision.** Before declaring any term or provision of this
17 Stipulation of Settlement invalid, the Parties request that the Court first attempt to construe the terms
18 or provisions valid to the fullest extent possible consistent with applicable precedents so as to define
19 all provisions of this Settlement as valid and enforceable. In the event the Court declares any material
20 provision of this Settlement invalid, the Settlement will be void and its terms will be of no force and
21 effect, except as otherwise agreed to by the Parties in writing.

22 77. **Binding Nature of Notice of Settlement.** It is agreed that, because the Class
23 Members are so numerous, it is impossible or impractical to have each Class Member execute the
24 Settlement. The Settlement Notice shall advise all Class Members of the binding nature of the
25 Settlement, and the release of the Released Claims and PAGA Released Claims, and shall have the
26 same force and effect as if this Settlement were executed by each Participating Class Member and/or
27 Participating PAGA Member.

1 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
2 Stipulation of Class Action and PAGA Settlement and Release between Plaintiffs, on the one hand,
3 and Defendant, on the other hand, as of the date(s) set forth below:

4
5 DATED: Jan 6, 2025


John Vernon Serra (Jan 6, 2025 14:06 PST)

Plaintiff John Serra

6
7
8 DATED: _____

Plaintiff David LaKind

9
10 DATED: 20/01/2025


Stephen Vallentyne (Jan 20, 2025 16:50 PST)

Plaintiff Stephen Vallentyne

11
12
13
14
15
16 **JONES LANG LASALLE AMERICAS, INC.**

17
18 DATED: _____

19
20
21 Please Print Name and Title of Authorized Signatory
22
23
24
25
26
27
28

1 **APPROVED AS TO FORM**

2 **LEBE LAW, APLC**

3
4 DATED: January 7, 2025


Jonathan M. Lebe, Esq.
Zachary Gershman, Esq.
Brielle D. Edborg, Esq.
Attorneys for Plaintiff John Serra, Stephen
Vallentyne

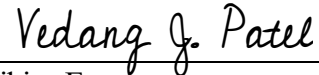
8 **MAYALL HURLEY P.C.**

9
10 DATED: _____

Robert J. Wassermann, Esq.
Jenny D. Baysinger, Esq.
Attorneys for Plaintiff David LaKind

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

14
15 DATED: January 22, 2025


David D. Bibiya Esq.
Vedang J. Patel, Esq.
Attorneys for Plaintiff Stephen Vallentyne

18
19
20 DATED: _____

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

23
24 By: _____

Spencer C. Skeen
Marlene M. Moffitt
Brett R. Tengberg
Attorneys for Defendant JONES LANG
LASALLE AMERICAS, INC.

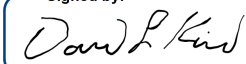
IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiffs, on the one hand, and Defendant, on the other hand, as of the date(s) set forth below:

DATED: Jan 6, 2025


John Vernon Serra (Jan 6, 2025 14:06 PST)

Plaintiff John Serra

1/14/2025
DATED:

Signed by:

36036DE65B48479...

Plaintiff David LaKind

DATED:

Plaintiff Stephen Vallentyne

JONES LANG LASALLE AMERICAS, INC.

DATED:

Please Print Name and Title of Authorized Signatory

1 **APPROVED AS TO FORM**

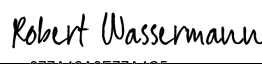
2 **LEBE LAW, APLC**

3
4 DATED: January 7, 2025


Jonathan M. Lebe, Esq.
Zachary Gershman, Esq.
Brielle D. Edborg, Esq.
Attorneys for Plaintiff John Serra, Stephen
Vallentyne

8 **MAYALL HURLEY P.C.**

9
10 DATED: 1/13/2025

DocuSigned by:

077A13A0E77A4C5...
Robert J. Wassermann, Esq.
Jenny D. Baysinger, Esq.
Attorneys for Plaintiff David LaKind

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

14
15 DATED:

David D. Bibiya Esq.
Vedang J. Patel, Esq.
Attorneys for Plaintiff Stephen Vallentyne

18
19
20 DATED:

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

23
24 By:

Spencer C. Skeen
Marlene M. Moffitt
Brett R. Tengberg
Attorneys for Defendant JONES LANG
LASALLE AMERICAS, INC.

1 Settlement, and the release of the Released Claims and PAGA Released Claims, and shall have the
2 same force and effect as if this Settlement were executed by each Participating Class Member and/or
3 Participating PAGA Member.

4 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
5 Stipulation of Class Action and PAGA Settlement and Release between Plaintiffs, on the one hand,
6 and Defendant, on the other hand, as of the date(s) set forth below:

7
8 DATED: _____
9 Plaintiff John Serra

10
11 DATED: _____
12 Plaintiff David LaKind

13
14 DATED: _____
15 Plaintiff Stephen Vallentyne

16
17
18
19 **JONES LANG LASALLE AMERICAS, INC.**

20 
21
22 DATED: January 22, 2025 _____
23 Cheryl Carron, Chief Operating Officer,
24 Work Dynamics AMR

25 Please Print Name and Title of Authorized Signatory
26
27
28

1 **APPROVED AS TO FORM**

2 **LEBE LAW, APLC**

3
4 DATED: _____

Jonathan M. Lebe, Esq.
Zachary Gershman, Esq.
Brielle D. Edborg, Esq.
Attorneys for Plaintiff John Serra, Stephen
Vallentyne

8 **MAYALL HURLEY P.C.**

9
10 DATED: _____

Robert J. Wassermann, Esq.
Jenny D. Baysinger, Esq.
Attorneys for Plaintiff David LaKind

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

14
15 DATED: _____

David D. Bibiya Esq.
Vedang J. Patel, Esq.
Attorneys for Plaintiff Stephen Vallentyne

18
19
20 DATED: January 22, 2025

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

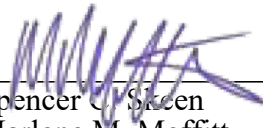
23
24 By:  _____
Spencer C. Green
Marlene M. Moffitt
Brett R. Tengberg
Attorneys for Defendant JONES LANG
LASALLE AMERICAS, INC.

EXHIBIT 1

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

John Serra v. Jones Lang LaSalle Americas, Inc.
Superior Court of California, Alameda County
Case No. 23-cv-042838

IF YOU WERE EMPLOYED BY JONES LANG LASALLE AMERICAS, INC. (“JONES LANG” OR “DEFENDANT”) IN CALIFORNIA AS A NON-EXEMPT EMPLOYEE YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A CLASS AND REPRESENTATIVE ACTION SETTLEMENT

The Court approved this notice. This is not an advertisement.

You are not being sued. However, your legal rights are affected whether you act or not.

PLEASE READ THIS NOTICE.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
INCLUDE THE FOLLOWING:	
OPTION #1: DO NOTHING	You will receive a payment from the Settlement and be bound by its release. No action is required for you to receive a share of this Settlement.
OPTION #2: OBJECT	If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from receiving a portion of the Settlement. You cannot object if you exclude yourself from the Settlement.
OPTION #3: EXCLUDE YOURSELF	<u>You will not receive a share of the Settlement.</u> ¹ This is the only option that allows you to file your own lawsuit against Defendant for the claims released in this Settlement.

WHAT IS IN THIS NOTICE

1. Why Should You Read This Notice? Page 2
2. What Is the Class Action Settlement? Page 2
3. What Is the Case About? Page 2
4. How Much Can I Expect to Receive? Page 3
5. Why Did the Defendant Join in This Notice? Page 4
6. Who Are the Plaintiffs in This Class Action? Page 4
7. Who Are the Attorneys Representing the Parties? Page 4
8. What Are My Rights? How Will My Rights Be Affected? Page 5
9. How Will the Attorneys for the Class Be Paid? Page 7

¹ Regardless of whether you exclude yourself from the Settlement, you will still receive an Individual PAGA Payment (if you qualify as a Participating PAGA Member) and be bound by the release of PAGA Released Claims under the Settlement.

1. Why Should You Read This Notice?

You have received this Notice because Jones Lang's records indicate that you work, or used to work, for Jones Lang as a non-exempt employee in California at an Amazon client site. You are receiving this notice because you may be a member of a class on whose behalf a lawsuit has been brought and settled. The lawsuit is known as *John Serra v. Jones Lang LaSalle Americas, Inc.*, Alameda County Superior Court, Case No. 23-cv-042838 ("Lawsuit").

Plaintiffs John Serra, David LaKind, and Stephen Vallentyne (collectively, "Plaintiffs") and Jones Lang (together with Plaintiff, the "Parties") reached a settlement ("Settlement"). The settlement class is comprised of all current and former non-exempt employees ("Class Members") employed by Jones Lang in California who worked at an Amazon client site at any time during the Class Period, which is defined as December 4, 2020, through December 22, 2024.

This Notice tells you of your rights to share in the Settlement. There was a Preliminary Approval hearing on February 10, 2025, at 10:00 a.m., in Alameda County Superior Court. The Hon. Michael Markman determined there is sufficient evidence to suggest the Settlement might be fair, adequate and reasonable and that a final determination of the issues will be made at the final approval hearing. Judge Markman also ordered that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed Settlement on [REDACTED], 2025, at [REDACTED] a.m./p.m. in Courtroom 23 of the Rene C. Davidson Courthouse of the Alameda County Superior Court, located at 1225 Fallon Street, Oakland, California 94612. The Final Approval Hearing may be continued to another date without further notice.

2. What is the Class Action Settlement?

The Settlement will affect all members of the class and members of the representative PAGA group. You may get money from the Settlement. This Notice will explain the terms of the Settlement and the amount of money you may receive under the Settlement.

3. What Is the Case About?

The Lawsuit alleges claims under the California Labor Code, Industrial Welfare Commission Wage Orders and applicable law for, among other things, failure to pay wages (including minimum wages, regular wages, prevailing wages, vested vacation pay, and overtime wages); failure to pay at the appropriate rate of pay, including for overtime, meal and rest break premiums, sick leave and vacation pay; failure to provide compliant meal and/or rest periods and associated premium payments; failure to reimburse necessary business expenses; failure to pay wages timely during employment and at termination; failure to comply with recordkeeping obligations and produce records; failure to provide compliant wage statements; all claims for violation of California Business and Professions Code §§ 17200, et seq., arising from the above-referenced claims; and all claims for penalties under PAGA arising from the above-referenced claims. .

The Lawsuit was filed by Plaintiffs John Serra, David LaKind, and Stephen Vallentyne (together, "Plaintiffs"). They assert the above claims in their individual capacity, as class representatives, and as representatives under PAGA.

Jones Lang denies the allegations raised in the Lawsuit and believes it has no liability for any of Plaintiffs' or the Class Members' claims under any statute, wage order, common law, or equitable theory.

The Parties reached a Settlement subject to Court approval as represented in the Joint Stipulation of Class Action and PAGA Settlement and Release (the "Settlement" or "Settlement Agreement"). Class Counsel believes the Settlement is fair, reasonable, and adequate, and that it is in the best interests of Class Members. Likewise, Defendant has decided the Settlement is favorable because it avoids the time, risk, and expense of a lengthy lawsuit, and settlement immediately resolves, finally and completely, the pending and potential claims. By settling this lawsuit, Defendant does not admit, concede, or imply that it has done anything wrong or legally actionable.

4. *How Much Can I Expect to Receive?*

Defendant will pay a total sum of \$2,443,897 ("Maximum Settlement Amount"). The sum is all-inclusive, meaning it will cover all settlement payments to Class Members ("Net Settlement Amount"), class counsel's fees and costs, costs of administering the Settlement, payment for penalties under PAGA ("PAGA Payment"), and the Class Representatives' Service Awards.

Individual Settlement Awards: Each Class Member who does not exclude himself or herself from the Settlement ("Participating Class Member") will receive a prorated portion ("Individual Settlement Award") of the Net Settlement Amount based on the number of weeks actually worked for Jones Lang at an Amazon client site during the Class Period, taking into account leaves of absence and gaps in employment ("Workweeks").

The Settlement Administrator will calculate each Individual Settlement Award by dividing the Net Settlement Amount by the combined total number of Workweeks to arrive at the Workweek Value. The Workweek Value will then be multiplied by the number of Workweeks worked by the Class Member to arrive at the Individual Settlement Award for that Class Member. All Class Members will be credited one workweek for each week worked. For example, if a Class Member only worked two Workweeks, the Class Member will be credited with working two Workweeks, which will then be multiplied by the Workweek Value to arrive at the amount of his or her Individual Settlement Award.

Defendant's records indicate you worked approximately _____workweeks during the Class Period. Based on these records, your estimated Individual Settlement Award would be \$_____, less any withholdings.

Individual PAGA Payments: All Class Members who worked for Jones Lang in California at an Amazon client site at any time from April 10, 2023 to December 22, 2024 ("PAGA Period") are also entitled to receive a prorated portion of the PAGA Penalty, regardless of whether they opt out of the Settlement. These individuals are known as Participating PAGA Members.

The Settlement Administrator will calculate each Participating PAGA Member's Individual PAGA Payment by dividing the 25% of the PAGA Payment (i.e. \$82,500) by the total number of Workweeks worked by the Participating PAGA Members during the PAGA Period, to arrive at the PAGA Workweek Value, and then multiplying the PAGA Workweek Value by the number of Workweeks worked by each Participating PAGA Member during the PAGA Period.

Based on Defendant's records, your estimated Individual PAGA Payment is \$_____.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your payment under the Settlement.

5. *Why Did the Defendant Join in This Notice?*

Jones Lang does not admit any claim alleged in the Lawsuit and denies that it owes money for any of the claims in this matter. Jones Lang is settling the lawsuit as a compromise. Jones Lang reserves the right to object to and defend itself against any claim if, for any reason, the Settlement fails. The Court's file has the Settlement documents with more information on the lawsuit.

6. *Who Are the Plaintiffs in This Class Action?*

John Serra, David LaKind, and Stephen Vallentyne are the Plaintiffs, Class Representatives, and PAGA Representative in the Lawsuit. They are acting on behalf of themselves, other members of the Class, and the State of California.

7. *Who Are the Attorneys Representing the Parties?*

Class Counsel

Jonathan M. Lebe, Esq.
Zachary Gershman, Esq.
Brielle D. Edborg, Esq.
LEBE LAW, APLC
777 S. Alameda Street, Second Floor
Los Angeles, CA 90021
Tel. : (213) 444-1973
Email : Zachary@lebelaw.com

Defense Counsel

Spencer C. Skeen, Esq.
Marlene M. Moffitt, Esq.
Brett R. Tengberg, Esq.
OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.
4660 La Jolla Village Drive, Suite 900
San Diego, CA 92122
Tel: (858) 652-3110

Robert J. Wassermann, Esq.
Jenny D. Baysinger, Esq.
MAYALL HURLEY P.C.
112 S Church St.
Lodi, CA 95240
Email : rwassermann@mayallaw.com

David D. Bibiyan, Esq.
Vedang J. Patel, Esq.
BIBIYAN LAW GROUP, P.C.
1460 Westwood Boulevard
Los Angeles, California 90024
david@tomorrowlaw.com
vedang@tomorrowlaw.com

8. *What are my Rights? How Will My Rights Be Affected?*

Class Counsel, appointed and approved by the Court for Settlement only, will represent you. You have three options:

OPTION #1: Participate in the Settlement

Under the Settlement, you will **automatically** receive a settlement payment unless you opt out by following the opt-out procedure set forth below.

This Notice states the total number of workweeks you worked for Defendant during the Class Period. Your individual settlement payment as a Class Member will be based on that number. If you believe the information on this Notice is correct, then you do not need to take any further action to receive your settlement payment.

If you believe the workweek information shown above in Section 4 is incorrect, you must submit a written workweek dispute stating why you believe the listed workweeks are not correct. The workweek dispute must be mailed or faxed to the Settlement Administrator (whose address is listed below) and must be postmarked no later than [REDACTED], 2025. You should submit to the Settlement Administrator documentation to support the number of workweeks you believe you worked during the Class Period. If there is a dispute about the workweeks you worked, the Settlement Administrator will review the records to resolve the dispute.

If you are a current employee of the Defendant, your decision as to whether or not to participate in this Settlement will not affect or in any way impact your employment.

OPTION #2: Object to the Settlement

If you wish to Object to the Settlement, you must submit a written Objection stating why you object to the Settlement. The Objection must be signed by you and include your full name, address, telephone number, and last four digits of your Social Security number. The Objection must be mailed or faxed to the Settlement Administrator (whose address is listed below) and must be postmarked no later than [REDACTED], 2025.

You may also, if you wish, appear at the Final Approval Hearing set for [REDACTED], 2025 at [REDACTED] a.m./p.m. in Courtroom 23 of the Alameda County Superior Court, and discuss your objections with the Court and the Parties. The Final Approval Hearing may be continued to another date without further notice.

IF YOU OBJECT TO THE SETTLEMENT, YOU WILL STILL RECEIVE YOUR SHARE OF THE SETTLEMENT IF THE COURT APPROVES THE SETTLEMENT.

OPTION #3: Opt Out of the Settlement

If you wish to be excluded from participating in the Settlement, you must submit a written statement ("Opt Out") indicating you desire to be excluded or otherwise opt out of the Settlement. Your Opt Out must be in writing, signed by you, and contain your name, address, telephone number, and the last four digits of your Social Security number. You must submit your completed, signed Opt Out to the Settlement Administrator via fax or at the address below. To be considered timely, your Opt-Out must be faxed or postmarked no later than [REDACTED], 2025. Late Opt-Outs will not be considered.

If you timely mail a complete and valid Opt-Out, you will no longer be a member of the class and you will not be eligible to object to the terms of the Settlement or receive an Individual Settlement Award. Except for the PAGA Release, you will not be bound by the terms of the Settlement, and

may pursue any valid claims you may have, at your own expense, against Defendant. Individuals who qualify as Participating PAGA Members will still receive an Individual PAGA Payment, regardless of whether they opt out of the Settlement and will still be bound by the PAGA Release.

If you submit both an Opt Out and an Objection, your Objection will nullify the Opt Out and you will be deemed a Participating Class Member.

EFFECT OF THE SETTLEMENT ON YOUR RIGHTS

Upon final approval of the Settlement by the Court, all Participating Class Members will be deemed to have released the Released Parties from all Released Claims and PAGA Released Claims, as defined below. Regardless of whether an individual opts out of the Settlement, all Participating PAGA Members will be deemed to have released the Released Parties from all PAGA Released Claims.

“Released Parties” means Jones Lang and all of its present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees including Briant Pulvert, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for any of the Released Claims.

“Released Claims” means all claims against the Released Parties that were pled or could have been pled in the PAGA Notice, Operative Complaint, and/or Action based on the facts, circumstances, and primary rights set forth therein, that arose during the Class Period, including without limitation all claims under the California Labor Code, Industrial Welfare Commission Wage Orders and applicable law for failure to pay wages (including minimum wages, regular wages, prevailing wages, vested vacation pay, and overtime wages); failure to pay at the appropriate rate of pay, including for overtime, meal and rest break premiums, sick leave and vacation pay; failure to pay failure to provide compliant meal and/or rest periods and associated premium payments; failure to reimburse necessary business expenses; failure to pay wages timely during employment and at termination; failure to comply with recordkeeping obligations and produce records; failure to provide compliant wage statements; all claims for violation of California Business and Professions Code §§ 17200, et seq., arising from the above-referenced claims; and all claims for penalties under PAGA arising from the above-referenced claims.

“PAGA Notice” means collectively: (1) the letter dated September 5, 2023 that Plaintiff John Serra sent to the California Labor Workforce Development Agency (“LWDA”); (2) the letter dated July 17, 2024 and amended letter dated August 14, 2024 that Plaintiff Stephen Vallentyne sent to the LWDA; and (3) the letter dated April 10, 2024 that Plaintiff David LaKind sent to the LWDA, pursuant to Labor Code § 2699.3 seeking to exhaust Plaintiffs’ administrative remedies under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code §§ 2698, et seq.

“PAGA Released Claims” or “PAGA Release” means any and all Released Claims that arise under PAGA.

Regardless of whether an individual opts out of the Settlement, all Participating PAGA Members will be deemed to have released Jones Lang of all PAGA Released Claims

9. *How Will the Attorneys for the Class Be Paid?*

The attorneys for the Class Representatives and the Settlement Class will be paid from the gross settlement. The attorneys are seeking a fee of \$814,632.19 as well as reimbursement of their costs in the amount of \$40,000. Plaintiffs are seeking Service Awards of \$10,000 to Class Representative John Serra, \$10,000 to Class Representative David Lakind, \$10,000 to Class Representative Stephen Vallentyne from the Settlement for their service as Class Representatives. Likewise, the Parties agree that \$250,000 shall be allocated to settle the PAGA claims, with \$167,500 to be paid to the LWDA, and the remaining \$82,500 to be divided equally among the Participating PAGA Members and paid as Individual PAGA Payments. The Settlement Administrator estimates that the cost of administration will not exceed \$15,000. All of these amounts are to be deducted from the Maximum Settlement Amount, with the remainder available for distributions to Class Members who do not Opt-Out.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may call the Settlement Administrator at the telephone number listed below, toll free. Please refer to the Settlement Administrator.

**Jones Lang LaSalle Americas, Inc. Settlement Administrator
c/o SETTLEMENT ADMINISTRATOR**

[ADDRESS]

[PHONE NUMBER]

[WEBSITE]

You can find a copy of the Settlement Agreement as well as the Preliminary Approval Order, on the website of the Jones Lang LaSalle Americas, Inc. Settlement Administrator which is **XXXXXXX**.

The pleadings and other records in this litigation may also be examined online on the Alameda County Superior Court's website, known as 'eCourt Public Portal,' at <https://eportal.alameda.courts.ca.gov>. After arriving at the website, click the 'Search ' tab at the top of the page, then select the Document Downloads link, enter the case number and click 'Submit.' Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings. To view the Register of Actions, go to the 'Search ' tab at the top of the page, then select the 'Search by Case Number' enter the case number, select 'Search' and click the link to the case name. You will be see the Register of Actions and more.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator will submit all funds from such uncashed checks to

a designated nonprofit, The Delancy Street Foundation, as approved by the Court. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

Jonathan M. Lebe (State Bar No. 284605)
Jon@lebelaw.com
Zachary Gershman (State Bar No. 328004)
Zachary@lebelaw.com
Brielle D. Edborg (State Bar No. 347579)
Brielle@lebelaw.com
Lebe Law, APLC
777 S. Alameda Street, Second Floor
Los Angeles, CA 90021
Telephone: (213) 444-1973

Attorneys for John Serra,
Individually, on behalf of all others similarly situated,
and as a Representative of the State of California

[additional counsel on the following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

John Serra, Stephen Joseph Vallentyne, and
David LaKind, individually, on behalf of all
others similarly situated, and as
Representatives of the State of California,

Plaintiffs,

v.

Jones Lang LaSalle Americas, Inc. and
Briant Pulvert,

Defendants.

Case No.: 3:23cv5408

**SECOND AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum and Regular Wages;
2. Failure to Pay Overtime Wages;
3. Failure to Provide Meal Periods;
4. Failure to Permit Rest Breaks;
5. Failure to Provide Accurate, Itemized Wage Statements;
6. Failure to Pay All Wages Timely;
7. Failure to Timely Produce All Records;
8. Failure to Reimburse all Business Expenses;
9. Failure to Pay Vacation Wages Upon Cessation of Employment;
10. Violation of Business and Professions Code §§ 17200, *et seq.*; and
11. Enforcement of the Private Attorneys General Act ("PAGA") (Cal Labor Code §§ 2698, *et seq.*

Jury Trial Demanded

1 Jonathan M. Lebe (State Bar No. 284605)

2 David D. Bibiyan (State Bar No. 287811)
david@tomorrowlaw.com

3 Vedang J. Patel (State Bar NO. 328647)
vedang@tomorrowlaw.com

4 **Bibiyan Law Group, P.C.**

1460 Westwood Boulevard

5 Los Angeles, CA 90024

Telephone: (310) 438-5555

6 Facsimile: (310) 300-1705

7 Attorneys for Stephen Joseph Vallentyne,
8 Individually, on behalf of all others similarly situated,
and as a Representative of the State of California

9 Robert J. Wassermann (State Bar No. 258538)

rwassermann@mayallaw.com

10 Jenny D. Baysinger (State Bar No. 251014)

jbaysinger@mayallaw.com

11 **Mayall Hurley P.C.**

112 S Church St.

12 Lodi, CA 95240

13 Telephone: (209) 477-3833

14 Attorneys for David LaKind,
15 Individually, on behalf of all others similarly situated,
and as a Representative of the State of California

1 Plaintiffs John Serra, Stephen Joseph Vallentyne, and David LaKind, individually, on
2 behalf of all others similarly situated, and as Representatives of the State of California, allege
3 as follows:

4 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

5 1. Plaintiff John Serra (“Plaintiff Serra”), Plaintiff Stephen Joseph Vallentyne
6 (“Plaintiff Vallentyne”), and Plaintiff David LaKind (“Plaintiff LaKind”) (together,
7 “Plaintiffs”) bring this putative class and representative action against Defendant Jones Lang
8 LaSalle Americas, Inc. (“Defendant”) on behalf of themselves individually, a putative class
9 of non-exempt employees employed by Defendant throughout California, and as
10 representatives of the State of California.

11 2. Defendant JLL is an Illinois corporation with warehouse locations in
12 California that provides commercial real estate and investment management services and
13 provides employment to non-exempt employees in California.

14 3. Through this action, Plaintiffs allege that Defendant has engaged in a
15 systematic pattern of wage and hour violations under the California Labor Code and Industrial
16 Welfare Commission (“IWC”) Wage Orders, all of which contribute to Defendant’s deliberate
17 unfair competition.

18 4. Plaintiffs are informed and believe, and thereon allege, that Defendant has
19 increased its profits by violating state wage and hour laws by, among other things:

- 20 (a) Failing to pay all wages for all hours worked, including minimum, regular,
21 and overtime wages;
- 22 (b) Failing to provide meal periods or compensation in lieu thereof;
- 23 (c) Failing to authorize or permit rest breaks or provide compensation in lieu
24 thereof;
- 25 (d) Failing to provide accurate, itemized wage statements;
- 26 (e) Failing to reimburse all reasonable and necessary business expenses;
- 27 (f) Failing to pay all vested and unused vacation pay at the final rate of pay;
- 28 and

1 (g) Failing to pay all wages timely during employment and at termination..

2 5. Plaintiffs bring this lawsuit seeking monetary relief against Defendant on
3 behalf of themselves, all others similarly situated in California, and on behalf of the State of
4 California, to recover, among other things, unpaid wages and benefits, interest, attorneys'
5 fees, costs and expenses and penalties pursuant to Cal. Labor Code §§ 98.6, 201—204, 205,
6 205.5, 210, 212, 221, 222, 223, 222.5, 225.5, 226, 226.3, 226.7, 227.3, 232, 232.5, 245 et seq.,
7 246, 351, 353, 432, 432.3, 432.5, 432.7, 432.8, 510, 511, 512, 551, 552, 558, 558.1, 1102.5,
8 1174, 1811, 1815, 1182.12 et seq., 1194, 1194.2, 1197, 1197.5, 1198, 1198.5, 1199, 1774—
9 1776, 2800, 2802, and 3366, as well as the applicable IWC Wage Orders.

10 **JURISDICTION AND VENUE**

11 6. This is a class action, pursuant to California Code of Civil Procedure § 382.
12 The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdictional
13 limits of the Superior Court and will be established according to proof at trial.

14 7. This Court has jurisdiction over this action pursuant to the California
15 Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all
16 causes except those given by statutes to other courts. The statutes under which this action is
17 brought do not specify any other basis for jurisdiction.

18 8. This Court has jurisdiction over Defendant because, upon information and
19 belief, it is a citizen of California, has sufficient minimum contacts in California or otherwise
20 intentionally avails itself of the California market so as to render the exercise of jurisdiction
21 over it by the California courts consistent with traditional notions of fair play and substantial
22 justice.

23 9. Venue is proper in this Court because, upon information and belief, Defendant
24 resides, transacts business or has offices in this county and the acts and omissions alleged
25 herein took place in this county.

26 **THE PARTIES**

27 10. Plaintiffs are citizens of California. Plaintiffs were employed by Defendant
28 during the Class Period in California.

11. Plaintiffs are informed and believe, and thereon allege, that Defendant at all times hereinafter mentioned, was and is an employer as defined in and subject to the Labor Code and IWC Wage Orders, whose employees were and are engaged throughout this county and the State of California.

12. Plaintiffs are informed and believe, and thereon allege, that each and all of the acts and omissions alleged herein were performed by, or are attributable to, Defendant. The acts of Defendant were in accordance with, and represent, the official policy of Defendant.

13. Plaintiffs are informed and believe, and thereon allege, that Defendant is in some manner intentionally, negligently or otherwise responsible for the acts, omissions, occurrences and transactions alleged herein.

CLASS ACTION ALLEGATIONS

14. Plaintiffs bring this action under Code of Civil Procedure § 382 on behalf of themselves and all others similarly situated who were affected by Defendant's Labor Code, Business and Professions Code §§ 17200, and IWC Wage Order violations.

15. All claims alleged herein arise under California law for which Plaintiffs seek relief authorized by California law.

16. Plaintiffs' proposed class consists of and is defined as follows:

California Labor Class

All individuals who were employed by Defendant as a non-exempt employee and worked at an Amazon facility in California at any time from December 4, 2020 through December 22, 2024.

Plaintiffs also seek to certify the following Subclass of employees:

Waiting Time Subclass

All members of the Class who separated their employment from Defendant from December 4, 2021 through December 22, 2024.

17. Members of the California Labor Class and Subclass described above will be collectively referred to as "Labor Class Members." Plaintiffs reserve the right to establish subclasses, or modify any Class or Subclass definition, as appropriate based on investigation,

1 discovery and specific theories of liability.

2 18. This action has been brought and may properly be maintained as a class action
3 under the California Code of Civil Procedure § 382 because there are common questions of
4 law and fact as to the Class that predominate over questions affecting only individual members
5 including, but not limited to:

6 (a) Whether Defendant failed to compensate Plaintiffs and Labor Class Members
7 for work done off-the-clock, resulting in a failure to pay all minimum wages,
8 regular wages, and overtime wages;

9 (b) Whether Defendant failed to properly calculate the regular rate of pay resulting
10 in a failure to pay proper overtime wages, meal and rest break premiums, and
11 sick pay due;

12 (c) Whether Defendant subjected Plaintiffs and Labor Class Members to a
13 uniform policy of unlawful time rounding and manipulation;

14 (d) Whether Defendant deprived Plaintiffs and Labor Class Members of compliant
15 meal periods or required Plaintiffs and Labor Class Members to work through
16 meal periods without compensation;

17 (e) Whether Defendant deprived Plaintiffs and Labor Class Members of compliant
18 rest breaks;

19 (f) Whether Defendant deprived Plaintiffs and Labor Class Members of accurate,
20 itemized wage statements;

21 (g) Whether Defendant reimbursed Plaintiffs and Labor Class Members for all
22 reasonable and necessary business expenses incurred;

23 (h) Whether Defendant failure to pay Plaintiff and Labor Class Members all vested
24 and unused vacation pay at the final rate of pay; and

25 (i) Whether Defendant engaged in unfair business practices in violation of
26 Business & Professions Code §§ 17200, *et seq.*

27 19. There is a well-defined community of interest in this litigation and the
28 California Labor Class are readily ascertainable:

1 (a) Numerosity: The members of the California Labor are so numerous
2 that joinder of all members is impractical. Although the members of
3 the California Labor Class are unknown to Plaintiffs at this time, on
4 information and belief, the total number of individuals who make up
5 the California Labor Class are estimated to be greater than 100
6 individuals. The identities of the California Labor Class are readily
7 ascertainable by inspection of Defendants' employment and payroll
8 records.

9 (b) Typicality: The claims (or defenses, if any) of Plaintiffs are typical of
10 the claims (or defenses, if any) of the California Labor Class because
11 Defendant's failure to comply with the provisions of California wage
12 and hour laws entitled each class member to similar pay, benefits, and
13 other relief. The injuries sustained by Plaintiffs are also typical of the
14 injuries sustained by the California Labor Class because they arise out
15 of and are caused by Defendant's common course of conduct as alleged
16 herein.

17 (c) Adequacy: Plaintiffs are qualified to and will fairly and adequately
18 represent and protect the interests of all members of the California
19 Labor Class because it is in their best interest to prosecute the claims
20 alleged herein to obtain full compensation and penalties due to them
21 and the California Labor Class. Plaintiffs' attorneys, as proposed class
22 counsel, are competent and experienced in litigating large employment
23 class actions and are versed in the rules governing class action
24 discovery, certification, and settlement. Plaintiffs have incurred and,
25 throughout the duration of this action, will continue to incur attorneys'
26 fees and costs that have been and will be necessarily expended for the
27 prosecution of this action for the substantial benefit of each class
28 member.

1 (d) Superiority: The nature of this action makes the use of class action
2 adjudication superior to other methods. A class action will achieve
3 economies of time, effort and expense as compared with separate
4 lawsuits, and will avoid inconsistent outcomes because the same issues
5 can be adjudicated in the same manner and at the same time for each
6 Class. If appropriate this Court can, and is empowered to, fashion
7 methods to efficiently manage this case as a class action.

8 (e) Public Policy Considerations: Employers in the State of California and
9 other states violate employment, labor, and consumer protection laws
10 every day. Current employees are often afraid to assert their rights out
11 of fear of direct or indirect retaliation. Former employees are fearful
12 of bringing actions because they believe their former employers might
13 damage their future endeavors through negative references and/or other
14 means. Class actions provide the class members who are not named in
15 the complaint with a type of anonymity that allows for the vindication
16 of their rights at the same time as affording them privacy protections.

17 **GENERAL ALLEGATIONS**

18 20. At all relevant times mentioned herein, Defendant employed Plaintiffs and
19 other persons as non-exempt employees.

20 21. Plaintiffs were employed in non-exempt positions by Defendant.

21 22. Defendant continues to employ non-exempt employees throughout California.

22 23. Plaintiffs are informed and believe, and thereon allege, that at all times herein
23 mentioned, Defendant was advised by skilled lawyers, employees and other professionals who
24 were knowledgeable about California's wage and hour laws, employment and personnel
25 practices, and the requirements of California law.

26 24. Plaintiffs are informed and believe, and thereon allege, that Defendant knew
27 or should have known that Plaintiffs and Labor Class Members were entitled to receive wages
28 for all hours worked at the correct rate of pay and that they were not receiving all such wages

1 earned for work that was required to be performed. In violation of the Labor Code and IWC
2 Wage Orders, Plaintiffs and Labor Class Members were not paid wages (including minimum,
3 regular, and overtime wages) when Defendant required Plaintiffs and Labor Class Members
4 to work off-the-clock, for example, during pre-shift and post-shift security checks and
5 meetings, pre-shift Covid-19 health screenings, don/doffing, and meal and rest periods.
6 Additionally, Defendant failed to pay meal and rest period premiums, sick pay, and overtime
7 at the correct regular rate of pay. Defendant also failed to pay wages at appropriate prevailing
8 wage rates and/or factor those wage rates into the regular rate of pay for overtime, meal and
9 rest break premiums, and/or sick pay. Further, Defendant failed to pay reporting time pay
10 and/or implement and maintain a legally-compliant Alternative Workweek Schedule.

11 25. Plaintiffs are informed and believe, and thereon allege, that Defendant failed
12 to provide Plaintiffs and Labor Class Members timely, uninterrupted, off-duty meal periods
13 of no less than thirty minutes for each period of five hours worked. Plaintiffs and Labor Class
14 Members would also often be required to work through meal periods, would be otherwise
15 interrupted during their meal period, or would take late meal periods. These policies, among
16 others, have resulted in a denial of these employees' rights to 30-minute meal periods in
17 violation of California law.

18 26. Plaintiffs are informed and believe, and thereon allege, that Defendant knew
19 or should have known that Plaintiffs and Labor Class Members were entitled to receive all
20 required meal periods or payment of one (1) additional hour of pay at Plaintiffs' and Labor
21 Class Members' regular rate of pay when they did not receive a timely meal period. In
22 violation of the Labor Code and IWC Wage Orders, Plaintiffs and Labor Class Members did
23 not receive all timely meal periods or payment of one (1) additional hour of pay at Plaintiffs'
24 and Labor Class Members' regular rate of pay when they did not receive timely, uninterrupted
25 meal periods.

26 27. Upon information and belief, Defendant failed to provide Plaintiffs and Labor
27 Class Members timely, uninterrupted, on-the-clock rest period of no less than ten minutes for
28 every four hours worked, or every major fraction thereof. Defendant also routinely failed to

1 provide Plaintiffs and Labor Class Members with a second rest period for shifts lasting longer
2 than six hours, or a third rest period for shifts lasting longer than ten hours. These policies,
3 among others, have resulted in a denial of these employees' rights to a ten-minute rest period
4 in violation of California law.

5 28. Plaintiffs are informed and believe, and thereon allege, that Defendant knew
6 or should have known that Plaintiffs and Labor Class Members were entitled to receive all
7 rest breaks or payment of one (1) additional hour of pay at Plaintiffs' and Labor Class
8 Members' regular rate of pay when a rest break was missed. In violation of the Labor Code
9 and IWC Wage Orders, Plaintiffs and Labor Class Members did not receive all rest breaks or
10 payment of one (1) additional hour of pay at Plaintiffs' and Labor Class Members' regular
11 rate of pay when a rest break was missed.

12 29. Plaintiffs are informed and believe, and thereon allege, that Defendant knew
13 or should have known that Plaintiffs and Labor Class Members were entitled to receive
14 itemized wage statements that accurately showed their gross and net wages earned, inclusive
15 dates of pay periods, total hours worked, and all applicable hourly rates in effect and the
16 number of hours worked at each hourly rate in accordance with California law. In violation
17 of the Labor Code, Plaintiffs and Labor Class Members were not provided with accurate
18 itemized wage statements.

19 30. Plaintiffs are informed and believe, and thereon allege, that Defendant knew
20 or should have known that Plaintiffs and Labor Class Members were entitled to
21 reimbursement for necessary expenditures incurred in connection with the performance and
22 execution of their job duties. In violation of the California Labor Code, Plaintiffs and Labor
23 Class Members did not receive adequate reimbursement for necessary business expenses,
24 including but not limited to reimbursement for use of their personal cell phones for business
25 purposes, including to communicate with their supervisors, managers, and other employees
26 of Defendant and the employees who worked at the worksite of Plaintiffs and Labor Class
27 Members.

28 31. Plaintiffs are informed and believe, and thereon allege, that Defendant knew

1 or should have known that Plaintiffs and Labor Class Members were entitled to payment of
2 their vested but unused vacation pay at the final rate of pay upon Plaintiffs' and Labor Class
3 Members' resignation or termination of employment with Defendant. In violation of the
4 California Labor Code, Plaintiffs and Labor Class Members did not receive their vested but
5 unused vacation pay at the final rate of pay upon Plaintiffs' and Labor Class Members'
6 resignation or termination of employment with Defendant.

7 32. Plaintiffs are informed and believe, and thereon allege, that Defendant knew
8 or should have known that it had a duty to compensate Plaintiffs and Labor Class Members,
9 and Defendant had the financial ability to pay such compensation, but willfully, knowingly,
10 and intentionally failed to do so all in order to increase Defendant's profits.

11 **FIRST CAUSE OF ACTION**

12 **FAILURE TO PAY MINIMUM AND REGULAR WAGES**

13 **(Violation of Cal. Labor Code §§ 1194, 1194.2, and 1197; Violation of IWC Wage**
14 **Order)**

15 33. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above
16 as though fully set forth herein.

17 34. Cal. Labor Code Sections 1194 and 1197 provide that the minimum wage for
18 employees fixed by the IWC is the minimum wage to be paid to employees, and the payment
19 of a lesser wage than the minimum so fixed is unlawful.

20 35. During the relevant time period, Defendant paid Plaintiffs and Labor Class
21 Members less than minimum wages when Defendant required Plaintiffs and Labor Class
22 Members to work off-the-clock during pre- and post-shift security checks, pre-shift Covid19
23 health screenings, don/doffing, and meal and rest periods. The pre- and post-shift security
24 checks could take as long as 5 to 15 minutes. Additionally, Defendant failed to maintain a
25 time recording system as Plaintiffs and Labor Class members were not required to keep track
26 of their time worked, nor did Defendant record meal periods, which resulted in Plaintiffs and
27 Labor Class Members not being paid at least minimum wage all time worked. Defendant also
28 failed to pay wages at appropriate prevailing wage rates and/or factor those wage rates into

1 the regular rate of pay for overtime, meal and rest break premiums, and/or sick pay. Moreover,
2 Defendant subjected Plaintiffs and Labor Class Members to a uniform policy and practice of
3 unlawful time rounding and manipulation, which, over time, unlawfully favored Defendant
4 and resulted in time loss to the employees, including Plaintiffs. This rounding policy is not
5 neutral on its face or in application and resulted in cumulative loss of time to Plaintiffs and
6 Labor Class Members. To the extent these hours do not qualify for the payment of overtime
7 or doubletime, Plaintiffs and Labor Class Members were not being paid at least minimum
8 wage for their work. Defendant also failed to pay reporting time pay and/or implement and
9 maintain a legally-compliant Alternative Workweek Schedule.

10 36. During the relevant time period, Defendant regularly failed to pay at least
11 minimum wages to Plaintiffs and Labor Class Members for all hours worked pursuant to Cal.
12 Labor Code Sections 1194 and 1197.

13 37. Defendant's failure to pay Plaintiffs and Labor Class Members the required
14 minimum wages violate Labor Code 1194 and 1197. Pursuant to these sections, Plaintiffs and
15 Labor Class Members are entitled to recover the unpaid balance of their minimum wage
16 compensation as well as interest, costs and attorneys' fees.

17 38. Pursuant to Labor Code Section 1194.2, Plaintiffs and Labor Class Members
18 are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid
19 and interest thereon.

20 **SECOND CAUSE OF ACTION**

21 **FAILURE TO PAY OVERTIME WAGES**

22 **(Violation of Cal. Labor Code §§ 510, 1194 and 1198; Violation of IWC Wage Order)**

23 39. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above
24 as though fully set forth herein.

25 40. Cal. Labor Code Section 1198 and the applicable IWC Wage Order provide
26 that it is unlawful to employ persons without compensating them at a rate of pay either one
27 and one-half or two times the person's regular rate of pay, depending on the number of hours
28 worked by the person on a daily or weekly basis.

1 41. Pursuant to Cal. Labor Code Sections 510 and 1194, during the relevant time
2 period, Defendant was required to compensate Plaintiffs and Labor Class Members for all
3 overtime hours worked, calculated at one and one-half (1½) times the regular rate of pay for
4 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week and for
5 the first eight (8) hours of the seventh consecutive work day, with double time after eight (8)
6 hours on the seventh day of any work week, or after twelve (12) hours in any work day.

7 42. Plaintiffs and Labor Class Members were non-exempt employees entitled to
8 the protections of Cal. Labor Code Section 510 and 1194.

9 43. During the relevant time period, Defendant failed to pay Plaintiffs and Labor
10 Class Members overtime and doubletime wages when Defendant required Plaintiffs and
11 Labor Class Members to work off-the-clock, for example, during pre- and post-shift security
12 checks, pre-shift Covid19 health screenings, don/doffing, and meal and rest periods. The pre-
13 and post-shift security checks could take as long as 5 to 15 minutes. As Plaintiffs and Labor
14 Class Members worked shifts of eight hours or more, this unpaid time qualified for overtime
15 premium payment. Additionally, Defendant failed to pay meal and rest period premiums, sick
16 pay, and overtime at the correct regular rate of pay. Defendant also failed to pay wages at
17 appropriate prevailing wage rates and/or factor those wage rates into the regular rate of pay
18 for overtime, meal and rest break premiums, and/or sick pay. Moreover, Defendant failed to
19 maintain a time recording system as Plaintiffs and Labor Class members were not required to
20 keep track of their time worked, nor did Defendant record meal periods, which resulted in
21 underpayment of overtime wages for all overtime worked. Further, Defendant subjected
22 Plaintiffs and Labor Class Members to a uniform policy and practice of unlawful time
23 rounding and manipulation, which, over time, unlawfully favored Defendant and resulted in
24 time loss to the employees, including Plaintiffs. This rounding policy is not neutral on its face
25 or in application and resulted in cumulative loss of time to Plaintiffs and Labor Class
26 Members. Defendant also failed to implement and maintain a legally-compliant Alternative
27 Workweek Schedule.

1 44. In violation of state law, Defendant have knowingly and willfully refused to
2 perform their obligations and compensate Plaintiffs and Labor Class Members for all wages
3 earned as alleged above.

4 45. Defendant's failure to pay Plaintiffs and Labor Class Members the unpaid
5 balance of overtime compensation, as required by California law, violates the provisions of
6 Cal. Labor Code Sections 510 and 1198, and is therefore unlawful.

7 46. Pursuant to Labor Code Section 1194, Plaintiffs and Labor Class Members are
8 entitled to recover their unpaid overtime compensation as well as interest, costs and attorneys'
9 fees.

10 **THIRD CAUSE OF ACTION**

11 **FAILURE TO PROVIDE MEAL PERIODS**

12 **(Violation of Cal. Labor Code §§ 226.7 and 512; Violation of IWC Wage Order)**

13 47. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above
14 as though fully set forth herein.

15 48. Cal. Labor Code Section 226.7 provides that no employer shall require an
16 employee to work during any meal period mandated by the IWC Wage Orders.

17 49. Section 11 of the applicable IWC Wage Order states, "no employer shall
18 employ any person for a work period of more than five (5) hours without a meal period of not
19 less than 30 minutes, except that when a work period of not more than six (6) hours will
20 complete the day's work the meal period may be waived by mutual consent of the employer
21 and the employee."

22 50. Cal. Labor Code Section 512(a) provides that an employer may not require,
23 cause or permit an employee to work for a period of more than five (5) hours per day without
24 providing the employee with an uninterrupted meal period of not less than thirty (30) minutes,
25 except that if the total work period per day of the employee is not more than six (6) hours, the
26 meal period may be waived by mutual consent of both the employer and the employee.

27 51. Labor Code Section 512(a) also provides that an employer may not employ an
28 employee for a work period of more than ten (10) hours per day without providing the

1 employee with a second meal period of not less than thirty (30) minutes, except that if the
2 total hours worked is no more than twelve (12) hours, the second meal period may be waived
3 by mutual consent of the employer and the employee only if the first meal period was not
4 waived.

5 52. During the relevant time period, Plaintiffs and Labor Class Members did not
6 receive compliant meal periods for each five hours worked per day. For example, Plaintiffs
7 and other Labor Class Members were required to work through their meal periods. Further,
8 Plaintiffs' and Labor Class Members' meal periods were shortened due to the security checks
9 that they and other Labor Class Members suffered, as described *supra*. Finally, Plaintiffs'
10 and Labor Class Members' meal periods were rounded by Defendant, resulting in non-
11 compliant meal periods.

12 53. Cal. Labor Code Section 226.7(b) and section 11 of the applicable IWC Wage
13 Order require an employer to pay an employee one additional hour of pay for each workday
14 that a meal period is not provided.

15 54. At all relevant times, Defendant often failed to pay Plaintiffs and Labor Class
16 Members meal period premiums for meal period violations, at the regular rate of pay including
17 all non-discretionary bonuses, pursuant to Labor Code Section 226.7(b) and section 11 of the
18 applicable IWC Wage Order.

19 55. As a result of Defendant's failure to pay Plaintiffs and Labor Class Members
20 an additional hour of pay for each day a meal period was not provided, Plaintiffs and Labor
21 Class Members suffered and continue to suffer a loss of wages and compensation.

22 **FOURTH CAUSE OF ACTION**

23 **FAILURE TO PERMIT REST BREAKS**

24 **(Violation of Cal. Labor Code §§ 226.7; Violation of IWC Wage Order)**

25 56. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above
26 as though fully set forth herein.

27 57. Cal. Labor Code Section 226.7(a) provides that no employer shall require an
28 employee to work during any rest period mandated by the IWC Wage Orders.

58. Section 12 of the applicable IWC Wage Order states “every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and the “authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3½) hours.

59. During the relevant time period, Plaintiffs and Labor Class Members did not receive a ten (10) minute rest period for every four (4) hours or major fraction thereof worked. Defendant routinely failed to provide Plaintiffs and Labor Class Members with a second rest period for shifts lasting eight hours or longer, or a third rest period for shifts lasting twelve hours or longer. Moreover, Plaintiffs and Labor Class Members rest breaks, if any, were shortened due to Defendant's security check policies which resulted in shortened breaks.

60. Labor Code Section 226.7(b) and section 12 of the applicable IWC Wage Order requires an employer to pay an employee one additional hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

61. At all relevant times, Defendant failed to pay Plaintiffs and Labor Class Members all rest period premiums at their regular rate of compensation, including all non-discretionary bonuses, due for rest period violations pursuant to Labor Code Section 226.7(b) and section 12 of the applicable IWC Wage Order.

62. As a result of Defendant's failure to pay Plaintiffs and Labor Class Members an additional hour of pay for each day a rest period was not provided, Plaintiffs and Labor Class Members suffered and continue to suffer a loss of wages and compensation.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Violation of Cal. Labor Code § 226; Violation of IWC Wage Order)

63. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though fully set forth herein.

64. Cal. Labor Code Section 226(a) requires Defendant to provide each employee with an accurate wage statement in writing showing nine pieces of information, including: (1)

1 gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate
2 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
3 deductions, provided that all deductions made on written orders of the employee may be
4 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period
5 for which the employee is paid, (7) the name of the employee and the last four digits of his or
6 her social security number or an employee identification number other than a social security
7 number, (8) the name and address of the legal entity that is the employer, and (9) all applicable
8 hourly rates in effect during the pay period and the corresponding number of hours worked at
9 each hourly rate by the employee.

10 65. During the relevant time period, Defendant knowingly and intentionally failed
11 to comply with Cal. Labor Code Section 226(a) on wage statements that were provided to
12 Plaintiffs and Labor Class Members. The deficiencies include, among other things, the failure
13 to correctly state the gross and net wages earned and the accurate number of hours worked at
14 each hourly rate by Plaintiffs and Labor Class Members.

15 66. As a result of Defendant's violation of Cal. Labor Code Section 226(a),
16 Plaintiffs and Labor Class Members have suffered injury and damage to their statutorily
17 protected rights. Specifically, Plaintiffs and Labor Class Members have been injured by
18 Defendant's intentional violation of California Labor Code Section 226(a) because they were
19 denied both their legal right to receive, and their protected interest in receiving, accurate
20 itemized wage statements under California Labor Code Section 226(a). Plaintiffs has had to
21 file this lawsuit in order to determine the extent of the underpayment of wages, thereby
22 causing Plaintiffs to incur expenses and lost time. Plaintiffs would not have had to engage in
23 these efforts and incur these costs had Defendant provided the accurate wages earned. This
24 has also delayed Plaintiffs' ability to demand and recover the underpayment of wages from
25 Defendant.

26 67. California Labor Code Section 226(a) requires an employer to pay the greater
27 of all actual damages or fifty dollars (\$50.00) for the initial pay period in which a violation
28 occurred, and one hundred dollars (\$100.00) per employee for each violation in subsequent

1 pay periods, plus attorney's fees and costs, to each employee who was injured by the
2 employer's failure to comply with California Labor Code Section 226(a).

3 68. Defendant's violations of California Labor Code Section 226(a) prevented
4 Plaintiffs and Labor Class Members from knowing, understanding and disputing the wages
5 paid to them, and resulted in an unjustified economic enrichment to Defendant. As a result
6 of Defendant's knowing and intentional failure to comply with California Labor Code Section
7 226(a), Plaintiffs and Labor Class Members have suffered an injury, and the exact amount of
8 damages and/or penalties is all in an amount to be shown according to proof at trial.

9 69. Plaintiffs and Labor Class Members are also entitled to injunctive relief under
10 California Labor Code Section 226(h), compelling Defendants to comply with California
11 Labor Code Section 226 and seek the recovery of attorneys' fees and costs incurred in
12 obtaining this injunctive relief.

13 **SIXTH CAUSE OF ACTION**

14 **FAILURE TO PAY ALL WAGES TIMELY**

15 **(Violation of Cal. Lab. Code §§ 201-204,; Violation of IWC Wage Order)**

16 70. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above
17 as though fully set forth herein.

18 71. At all relevant times, Plaintiff and Labor Class Members were employees or former
19 employees of Defendant covered by Labor Code sections 201—204 and applicable Wage Orders.

20 72. Labor Code section 204 provides that "[l]abor performed between the 1st and 15th days,
21 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
22 which the labor was performed, and labor performed between the 16th and the last day, inclusive, of
23 any calendar month, shall be paid for between the 1st and 10th day of the following month."

24 73. Labor Code section 210, subdivision (a) states that "[i]n addition to, and entirely
25 independent and apart from, any other penalty provided in this article, every person who fails to pay
26 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
27 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
28 (\$100) for each failure to pay each employee" and "(2) For each subsequent violation, or any willful

1 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
2 percent of the amount unlawfully withheld.”

3 74. Plaintiffs are informed and believe, and based thereon allege, that in the one (1) year
4 before the filing of the Complaint in this Action through the present, Defendant employed policies and
5 practices that resulted in, at times, not paying Plaintiffs and Labor Class Members in accordance with
6 Labor Code section 204.

7 75. Pursuant to Labor Code section 210, Plaintiffs and Labor Class Members are entitled
8 to recover penalties for Defendant’s violations of Labor Code section 204, in the amount of one
9 hundred dollars (\$100) for each initial violation per Labor Class Member, and two hundred dollars
10 (\$200) for each subsequent violation in connection with each payment that was made in violation of
Labor Code section 204 per Labor Class Member, plus 25 percent of the amount unlawfully withheld.

11 76. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
12 1032, and Civil Code section 3287, Plaintiffs and Labor Class Members are entitled to recovery of
13 penalties, interest, and their costs of suit, as well.

14 77. California Labor Code §§ 201 and 202 further provide that if an employer
15 discharges an employee, the wages earned and unpaid at the time of discharge are due and
16 payable immediately, and that if an employee voluntarily leaves his employment, his wages
17 shall become due and payable not later than seventy-two (72) hours thereafter, unless the
18 employee has given seventy-two (72) hours previous notice of his intention to quit, in which
19 case the employee is entitled to his wages at the time of quitting.

20 78. During the relevant time period, Defendant willfully failed to pay Plaintiffs
21 and Labor Class Members all their earned wages upon termination including, but not limited
22 to, proper minimum and regular wages and overtime and doubletime compensation, either at
23 the time of discharge or within seventy-two (72) hours of their leaving Defendant’s employ.

24 79. Defendant’s failure to pay Plaintiffs and Labor Class Members all their earned
25 wages at the time of discharge or within seventy-two (72) hours of their leaving Defendant’s
26 employ is in violation of Labor Code §§ 201 and 202.

27 80. California Labor Code § 203 provides that if an employer willfully fails to pay
28 wages owed immediately upon discharge or resignation in accordance with Labor Code §§

201 and 202, then the wages of the employee shall continue as a penalty from the due date at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

SEVENTH CAUSE OF ACTION

FAILURE TO TIMELY PRODUCE ALL RECORDS

(Violation of Cal. Labor Code §§ 226, 432, and 1198.5)

81. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though fully set forth herein.

82. Defendant employs a pattern and practice of ignoring and refusing to produce employee records when requested in direct violation of California Labor Code §§ 226(b), (c), (f), (h), 432, and 1198.5.

83. Upon making valid requests for the inspection and production of records by Plaintiffs Serra and LaKind, Defendant, as a matter of pattern and practice, ignored and refused to produce these records or make them available to Plaintiffs within the timeframe required by statute.

84. As a result of these violations, Defendant is liable for civil penalties pursuant to California Labor Code §§ 1198.5(k), 226(f), and 2698, *et seq.*

85. Plaintiffs Serra and LaKind will also seek recovery of attorneys' fees and litigation expenses pursuant to Labor Code section 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent enforcement of California labor laws and applicable regulations is determined to be in the public interest and consistent with the Legislative intent stated in Labor Code section 90.5, in an amount according to proof and subject to Court approval.

EIGHTH CAUSE OF ACTION

FAILURE TO REIMBURSE ALL BUSINESS EXPENSES

86. Plaintiffs hereby re-allege and incorporate by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth hereon.

87. Labor Code § 2800 provides, in pertinent part, "[a]n employer shall in all cases indemnify his employee for losses caused by the employer's want of ordinary care."

1 88. Labor Code § 2802 provides, in pertinent part, “[a]n employer shall indemnify
2 his or her employee for all necessary expenditures or losses incurred by the employee in direct
3 consequence of the discharge of his or her duties...”

4 89. Further, Labor Code § 2802 additionally provides, in pertinent part, “(c)...the
5 term ‘necessary expenditures or losses’ shall include all reasonable costs, including but not
6 limited to, attorney’s fees incurred by the employee enforcing the rights granted by this
7 section.”

8 90. The applicable IWC Wage Order § 9 provides that: “When tools or equipment
9 are required by the employer or are necessary to the performance of a job, such tools and
10 equipment shall be provided and maintained by the employer...”

11 91. California Labor Code section 2804 mandates that this statutory right cannot
12 be waived.

13 92. During the Relevant Time Period, Defendant was required to indemnify and
14 reimburse Plaintiffs and Labor Class Members for all expenditures or losses caused by the
15 employer’s want of ordinary care and/or incurred in direct consequence of the discharge of
16 their duties but failed to indemnify and reimburse Plaintiffs and Labor Class Members. For
17 example, Defendant required Plaintiffs and Labor Class Members to incur such costs in direct
18 consequence of the discharge of their duties including but not limited to use of their personal
19 cell phones for work purposes, mandatory laundering work uniforms and purchasing tools
20 necessary to perform work duties.

21 93. As a direct and proximate result, Plaintiffs and Labor Class Members have
22 suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
23 monies to be reimbursed, lost interest on such monies, and expenses and attorney’s fees in
24 seeking to compel Defendant to fully perform its obligations under California law, all to their
25 damage amounts according to proof at the time of trial.

26 94. Accordingly, Plaintiffs and Labor Class Members are entitled to recover, and
27 hereby seek, an amount equal to incurred necessary expenditures, pre- and post-judgment
28 interest, applicable penalties, attorneys’ fees and costs, and any further equitable relief this

1 Court may deem just and proper. *See* Cal. Lab. Code § 2802; *see also* Cal. Civ. Proc. Code §
2 1021.5.

3 95. Plaintiffs, on behalf of themselves and Labor Class Members, request relief as
4 described below.

5 **NINTH CAUSE OF ACTION**

6 **FAILURE TO PAY VACATION WAGES UPON CESSATION OF EMPLOYMENT**

7 **(Violation of Cal. Labor Code § 227.3)**

8 96. Plaintiffs hereby re-allege and incorporate by reference all of the allegations
9 contained in the preceding paragraphs of this Complaint as though fully set forth hereon.

10 97. According to Labor Code section 227.3, whenever a contract of employment
11 or employer policy provides for paid vacations, and an employee is terminated without having
12 taken off his vested vacation time, all vested vacation shall be paid to him as wages at his
13 final rate in accordance with such contract of employment or employer policy respecting
14 eligibility or time served.

15 98. Plaintiffs are informed and believe, and based thereon alleges that, at all times
16 relevant hereto, Defendant promulgated and maintained a uniform policy providing for paid
17 vacations, and that Plaintiffs' employment contracts with Defendant included paid vacations.
18 During the Relevant Time Period, Defendant had a consistent policy of failing to provide
19 Plaintiffs and Labor Class Members with compensation at their final rate of pay for unused
20 vested paid vacation days pursuant to Labor Code section 227.3.

21 99. As a proximate result of Defendant's failure to pay vested vacation at the final
22 rate of Plaintiffs and Labor Class Members upon their resignation or termination, Defendant
23 violated Labor Code section 227.3, entitling Plaintiffs and Labor Class Members to all vested
24 and unused vacation pay at their final rate of pay, as set out in Defendant's policy or the
25 contracts of employment between Plaintiffs and Labor Class Members, on the one hand, and
26 Defendant, on the other hand.

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

TENTH CAUSE OF ACTION

(VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE §§ 17200, ET SEQ.)

101. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though fully set forth herein.

102. Defendant's conduct, as alleged herein, has been and continues to be unfair, unlawful, and harmful to Plaintiffs and Labor Class Members. Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

103. Defendant's activities, as alleged herein, violate California law and constitute unlawful business acts or practices in violation of California Business and Professions Code Sections 17200, *et seq.*

104. A violation of Cal. Business and Professions Code §§ 17200, *et seq.* may be predicated on the violation of any state or federal law.

105. Defendant's policies and practices have violated state law in at least the following respects:

(a) Failing to pay all minimum and regular wages and sick pay at the correct rates of pay to Plaintiffs and Labor Class Members in violation of Labor Code §§ 246, 1194, 1194.2, and 1197;

(b) Failing to pay all overtime wages at the correct regular rate of pay to Plaintiffs and Labor Class Members in violation of Labor Code §§ 510, 1194 and 1198;

(c) Failing to provide timely and compliant meal periods without paying Plaintiffs and Labor Class Members premium wages at the correct regular rate of pay for every day said meal periods were not provided in violation of Labor Code §§ 226.7 and 512;

- (d) Failing to authorize or permit rest breaks without paying Plaintiffs and Labor Class Members premium wages at the correct regular rate of pay for every day said rest breaks were not authorized or permitted in violation of Labor Code § 226.7;
- (e) Failing to provide accurate, itemized wage statements in violation of Labor Code § 226;
- (f) Failing to timely produce all records in violation of Labor Code §§ 226, 432, and 1198.5;
- (g) Failure to pay all wages timely in violation of Labor Code §§ 201-204;
- (h) Failure to pay vacation wages upon cessation of employment in violation of Labor Code § 227.3; and
- (i) Failure to reimburse all reasonable and necessary business expenses in violation of Labor Code §§ 2800 and 2802.

106. Defendant intentionally avoided paying Plaintiffs' and Labor Class Members' wages and monies, thereby creating for Defendant an artificially lower cost of doing business in order to undercut their competitors and establish and gain a greater foothold in the marketplace.

107. Pursuant to Business and Professions Code §§ 17200, *et seq.* Plaintiffs and Labor Class Members are entitled to restitution of the wages unlawfully withheld and retained by Defendant during a period that commences four years prior to the filing of the Complaint; an award of attorneys' fees pursuant to Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

VIOLATIONS OF LABOR CODE § 2698, ET SEQ. ("PAGA")

108. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though fully set forth herein.

109. Plaintiffs assert claims for civil penalties as representatives of the State of California, as authorized by the Private Attorneys General Act of 2004 ("PAGA"), and to the

1 extent permitted by law, on behalf of all current and former aggrieved employees of
2 Defendant, who suffered one or more of the violations alleged, and who worked for Defendant
3 during the PAGA Period (from April 10, 2023 to the date of trial). Labor Code §§ 2698, *et*
4 *seq.*

5 110. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that
6 provides for a civil penalty to be assessed and collected by the Labor and Workforce
7 Development Agency (“LWDA”) or any of its departments, divisions, commissions, boards,
8 agencies or employees for violation of the code may, as an alternative, be recovered through
9 a civil action brought by an aggrieved employee on behalf of himself and other current or
10 former employees pursuant to the procedures specified in Labor Code § 2699.3.

11 111. Defendant’s conduct violates numerous Labor Code sections including, but not
12 limited to, Cal. Labor Code §§ 98.6, 201—204, 205, 205.5, 210, 212, 221, 222, 223, 222.5,
13 225.5, 226, 226.3, 226.7, 227.3, 232, 232.5, 245 *et seq.*, 246, 351, 353, 432, 432.3, 432.5,
14 432.7, 432.8, 510, 511, 512, 551, 552, 558, 558.1, 1102.5, 1174, 1811, 1815, 1182.12 *et seq.*,
15 1194, 1194.2, 1197, 1197.5, 1198, 1198.5, 1199, 1774—1776, 2800, 2802, and 3366, as well
16 as the applicable IWC Wage Orders and the following:

17 (a) Violation of Labor Code §§ 201, 202, 203, 204, 246, 210, 510, 511, 558,
18 1182.12, 1194, 1194.2, 1197, and 1198 for failure to timely pay all earned
19 wages (including minimum, , regular, and overtime wages and sick pay) owed
20 to Plaintiffs and other aggrieved employees at the correct rates of pay during
21 employment and upon separation of employment as herein alleged;

22 (b) Violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods
23 to Plaintiffs and other aggrieved employees and failure to pay premium wages
24 at the correct regular rates of pay for missed meal periods as herein alleged;

25 (c) Violation of Labor Code § 226.7 for failure to permit rest breaks to Plaintiffs
26 and other aggrieved employees and failure to pay premium wages at the correct
27 regular rates of pay for missed rest periods as herein alleged;
28

1 (d) Violation of Labor Code §§ 2800 and 2802 for failure to reimburse reasonable
2 and necessary business expenses of Plaintiffs and other aggrieved employees
3 as herein alleged;

4 (e) Violation of Labor Code § 226 for failure to provide Plaintiffs and other
5 aggrieved employees with accurate, itemized wage statements;

6 (f) Violation of Labor Code §§ 226, 432, and 1198.5 for failure to produce
7 records;

8 (g) Violation of Labor Code §§ 201-204 for failure to pay Plaintiffs and other
9 aggrieved employees all wages timely; and

10 (h) Violation of Labor Code § 227.3 for failure to pay Plaintiffs and other
11 aggrieved employees their vacation wages upon cessation of employment.

12 112. Plaintiffs are “aggrieved employees” because they were employed by the
13 alleged violator and had one or more of the alleged violations committed against them, and
14 therefore, are properly suited to represent the interests of all other aggrieved employees.

15 113. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiffs are entitled
16 to recover civil penalties, in addition to other remedies, for violations of the Labor Code
17 sections cited above.

18 **PRAYER FOR RELIEF**

19 Plaintiffs, on their own behalf, on behalf of all others similarly situated, and as
20 representatives of the State of California, pray for relief and judgment against Defendant,
21 jointly and severally, as follows:

22 1. For certification of this action as a class action, including certifying the
23 California Labor Class alleged by Plaintiffs;

24 2. For appointment of John Serra, Stephen Joseph Vallentyne, and David LaKind
25 as the class representatives;

26 3. For appointment of Lebe Law, APLC, Bibiyan Law Group, P.C., and Mayall
27 Hurley P.C. as class counsel for all purposes;

28 4. For compensatory damages in an amount according to proof with interest

1 thereon;

2 5. For economic and/or special damages in an amount according to proof with
3 interest thereon;

4 6. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted
5 by law, including pursuant to California Code of Civil Procedure § 1021.5. and Labor Code
6 § 1194;

7 7. For statutory penalties to the extent permitted by law, including those pursuant
8 to the Labor Code and IWC Wage Orders;

9 8. For restitution as provided by Business and Professions Code §§ 17200, *et*
10 *seq.*;

11 9. For an order requiring Defendant to restore and disgorge all funds to each
12 employee acquired by means of any act or practice declared by this Court to be unlawful,
13 unfair or fraudulent and, therefore, constituting unfair competition under California Business
14 and Professions Code §§ 17200, *et seq.*;

15 10. For an award of damages in the amount of unpaid compensation including, but
16 not limited to, unpaid wages, benefits and penalties, including interest thereon;

17 11. For civil penalties under the PAGA;

18 12. For damages pursuant to Labor Code § 558;

19 13. For injunctive relief;

20 14. For pre-judgment interest; and

21 15. For such other relief as the Court deems just and proper.

22
23 DATED: January 13, 2025

Lebe Law, APLC

24
25 By: _____
26 Jonathan M. Lebe
27 Zachary T. Gershman
28 Brielle D. Edborg

Attorneys for Plaintiff John Serra, individually,
on behalf of all others similarly situated, and as
a representative of the State of California

DATED: January 13, 2025

Bibiyan Law Group, P.C.

By: _____
David D. Bibiyan
Jeffrey D. Klein

Attorneys for Plaintiff Stephen Joseph
Vallentyne, individually, on behalf of all others
similarly situated, and as a representative of the
State of California

DATED: January 13, 2025

Mayall Hurley P.C.

By: _____
Robert J. Wassermann
Nicholas F. Scardigli

Attorneys for Plaintiff David LaKind,
individually, on behalf of all others similarly
situated, and as a representative of the State of
California

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial with respect to all issues triable of right by jury.

DATED: January 13, 2025

Lebe Law, APLC

By: _____
Jonathan M. Lebe
Zachary T. Gershman
Brielle D. Edborg

Attorneys for Plaintiff John Serra, individually,
on behalf of all others similarly situated, and as
a representative of the State of California

DATED: January 13, 2025

Bibiyan Law Group, P.C.

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By: _____
David D. Bibiyan
Vedang J. Patel

Attorneys for Plaintiff Stephen Joseph
Vallentyne, individually, on behalf of all others
similarly situated, and as a representative of the
State of California

DATED: January 13, 2025

Mayall Hurley P.C.

By: _____
Robert J. Wassermann
Nicholas F. Scardigli

Attorneys for Plaintiff David LaKind,
individually, on behalf of all others similarly
situated, and as a representative of the State of
California