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on behalf of himself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

DAVID T. ATKINS, on behalf of himself
and others similarly situated,

Plaintiff,

vs.

GODADDY.COM, LLC. a Delaware limited
liability company; GODADDY MEDIA
TEMPLE, INC. a California corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 23STCV23396

Assigned for All Purposes To:
Hon. William F. Highberger
Dept.: 10

**DECLARATION OF MARTA MANUS IN
SUPPORT OF PLAINTIFF'S UNOPPOSED
MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

Date: September 9, 2025
Time: 10:30 a.m.
Dept: 10

Complaint filed: September 26, 2023
First Amended Complaint: November 27, 2023
Trial Date: None set

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1. I am an attorney licensed and admitted to practice before all courts of the State of California and the United States District Courts for the Central, Southern, Eastern and Northern Districts of California. I am an Associate Attorney at D.Law, Inc. (“D.Law”), and attorney of record for Plaintiff DAVID T. ATKINS (“Plaintiff” or “Class Representative”) on behalf of similarly situated employees of GODADDY.COM, LLC. a Delaware limited liability company AND GODADDY MEDIA TEMPLE, INC (“Defendants”).

QUALIFICATIONS AND ADEQUACY OF CLASS COUNSEL

4. D.Law is well-qualified and has ample experience, knowledge, and resources to act as counsel and represent Plaintiff and the putative Class and aggrieved employees in this action. Our practice is exclusively focused on employment matters and representing plaintiffs in wage and hour actions with the same or similar causes of actions brought forth in the matter pending before this Court.

1 California in Alameda, RG17885153), Paredes v. Bottling Group LLC et. al. (Superior Court of
2 California in Kern), Ramirez v. Harris Ranch Beef Company (Superior Court of California in
3 Fresno, 16CECG04103), Gates v. Gate Gourmet, Inc. et. al. (Southern District of California, 16-
4 cv-01084-L-AGS), Hargrave v. Antelope Valley Hospital (Superior Court of California in Los
5 Angeles, BC663252), Ramirez v. Milton Roy et. al. (Superior Court of California in Los Angeles,
6 BC 632 276), Hawkins v. AvalonBay Communities (Superior Court of California in Santa Clara,
7 17CV316492), Jones Tharpe et al. v. Sprint Corporation et al. (Superior Court of California in Los
8 Angeles, BC644645), Ortega et al. v. Nestle Waters North America, Inc. et al. (Superior Court of
9 California in Los Angeles, BC623610), Schultz v. Jimbo's Natural Family, Inc. (Superior Court of
10 California in San Diego, 37-2017-00022348-CUE-OE-CTL), Ambrose v. Victor Valley Global et
11 al. (Superior Court of California in San Bernardino, CIVDS1709289), Puerta-Gildardo v. Real
12 Time Staffing Services LLC et. al. (Superior Court of California in Los Angeles, BC565445),
13 Vargo v. Pregis Innovative Packaging LLC (Superior Court of California in Tulare, 270836),
14 Conlin v. Aegis Senior Communities LLC (Northern District of California, 17-cv-05534-LHK),
15 Galarza v. Kloeckner Metals Corporation (Central District of California, 2:17-cv-04910-FMO),
16 Estes v. L3 Technologies, Inc. et al. (Southern District of California, 3:17-cv-02356-H-JMA),
17 Rowser v. Trunk Club, Inc. (Central District of California, 2:17-cv-05064-DSF-RAO), Leach v.
18 The Claremont Colleges, Inc. (Superior Court of California in Los Angeles, BC686451), Vaesau
19 v. PCT Enterprises, Inc. dba Precision Cabinets (Superior Court of California, County of Contra
20 Costa MSC18-02404), Terry v. TF Louderback, Inc. dba Bay Area Beverage Company (Superior
21 Court of the State of California, County of Contra Costa, MSC18-00859), Roach v. Westcare
22 California, Inc. (Superior Court of California in Kern County, BCV-17-102367-SDS), Patton v.
23 Church & Dwight Co., Inc. (Central District of California, EDCV 18-903-MWF (KKx)), Juarez v.
24 ISL Employees, Inc. (Superior Court of California in Madera, MCV074787), Ferraro v. USC
25 Verdugo Hill s Hospital, et al. (Superior Court of California in Los Angeles, 18STCV09463), Ford
26 v. Account Control Technology, Inc., et al. (Superior Court of California in Los Angeles,
27 19STCV09369), Ornelas v. iStorage, et al. (Superior Court of California in San Francisco, CGC-
28 18-571421), Martinez v. Ronpak, Inc. (Superior Court of California in Riverside, RIC1901307),

1 Barrera et al. v. Exclusive Wireless, Inc. (Superior Court of California in Stanislaus, 9000687),
2 Barajas v. Mancha Development Company LLC (Superior Court of California in Orange County,
3 30-2018-00974707-CU-OE-CXC), Prado v. IMAX Corporation dba IMAC Worldwide Home
4 (Superior Court of California in San Bernardino, CIVDS1820265), Rodriguez v. ND Industries,
5 Inc. (Superior Court of California in Los Angeles, 19STCV38096), Singletary v. Motel 6
6 Operating LP, et al. (Southern District of California, 3:20-cv-0270-LAB-AHG), Quizon v. CF
7 Watsonville East, LLC, et al. (Superior Court of California in Santa Cruz, 20CV01868),
8 Stephenson v. Bakersfield Dodge, Inc. (Superior Court of California in Kern, BCV-20-102693),
9 Bacerra v. Hugo Boss Retail, Inc. (Superior Court of California in San Diego, 37-2021-00002933-
10 CU-OE-CTL), Walker v. Ariat International, Inc. (Superior Court of California in Alameda,
11 HG19026439), Orr v. Petvet Care Centers (California) Inc. (Superior Court of California in Santa
12 Clara, 19CV354063), Jimenez v. OEC Distribution Services, Inc. (Superior Court of California in
13 San Bernardino, CIVDS1915743), Viridi v. Absolute Security International (Superior Court of
14 California in San Bernardino, CIVDS 1909589), Raj v. First Transit, Inc (Superior Court of
15 California in Sacramento, 34-2021-00295895-CU-OE-GDS), Marchbanks v. Torrid
16 Administration, Inc. (Superior Court of California in San Diego, 37-2020-00008179-CU-OE-NC),
17 among others.

18 6. I am a 2008 California Western School of Law graduate and was admitted to the
19 California State Bar in December 2008. Since graduating from law school, I have dedicated my
20 entire career to litigating employment class and PAGA actions. I have litigated and settled
21 hundreds of class and PAGA actions and have obtained numerous six and seven figure
22 settlements.

23 7. Attorney David Yeremian is Managing Attorney at D.Law and counsel of record for
24 Plaintiff. Mr. Yeremian graduated from UC Berkeley in 1997 and received his law degree and
25 MBA from UCLA in 2001. Mr. Yeremian has been honored as a Super Lawyers Rising Star in
26 2009, 2010, 2012-2015 and has been named and honored as a Super Lawyer. Since 2007, Mr.
27 Yeremian has focused exclusively on representing employees, including in wage-and-hour class
28 actions. During his career, Mr. Yeremian has represented employees in hundreds of wage-and-

1 hour class action lawsuits as lead or co-lead counsel (including in the Central, Southern, Eastern,
2 and Northern Districts of California), and has obtained six and seven-figure settlements against a
3 range of defendants, including Fortune 500 companies.

4 8. The collective experience of the D.Law attorneys in litigating employment wage and
5 hour matters has been integral in identifying legal issues, evaluating the strengths and weaknesses
6 of a case, and generally negotiating fair and reasonable class and representative action settlements.
7 Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning
8 the constantly evolving substantive law (state and federal), as well as the procedural law of class
9 and representative action litigation. In this action, the attorneys at D.Law are fully equipped to use
10 the skills and knowledge developed over decades of prosecuting and defending wage and hour
11 class actions to fairly and adequately represent the interests of the class members. Therefore, based
12 on our resources, experience, and knowledge, the attorneys at D.Law are well-qualified to act as
13 class counsel and represent Plaintiff and the putative class members in this action.

14 9. For purposes of this motion, the “Class” or “Class Members” consist of all non-exempt,
15 hourly employees that worked for Defendants in California during the Class Period (i.e. the period
16 from September 26, 2019, through April 30, 2025). I do not believe that I have any conflicts of
17 interest with the Class or with the Class Representative. I am not related to the Class
18 Representative. I have not previously represented Defendant in any matter.

19 10. I respectfully submit that I and D.Law are well suited to act as Class Counsel in this
20 action, and we have and will continue to vigorously represent the interests of the Class Members.

21 **PROCEDURAL HISTORY**

22 11. On September 26, 2023, Plaintiff commenced the Action by filing a complaint alleging
23 causes of action against Defendants for (1) Failure to Pay Minimum Wages; (2) Failure to Pay
24 Wages and Overtime; (3) Meal Period Violations; (4) Rest Period Violations; (5) Violation of
25 Labor Code §226(a); (6) Violation of Labor Code §221; (7) Violation of Labor Code §204; (8)
26 Violation of Labor Code §203; (9) Failure to Maintain Records Required under Labor Code §§
27 1174, 1174.5; (10) Failure to Produce Requested Employment Records under Labor Code §§ 226,
28 1198.5; (11) Failure to Reimburse Necessary Business Expenses; and (12) Violation of Business

1 & Professions Code §17200 *et seq.*

2 12. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to
3 Defendant and the Labor Workforce Development Agency (“LWDA”) by sending his Private
4 Attorneys General Act (“PAGA”) Notice on September 26, 2023 (LWDA-CM-983971-23). A true
5 and correct copy of the confirmatory email and the LWDA letter submitted on behalf of Plaintiff is
6 attached hereto as **Exhibit 2**. The LWDA did not express an interest in investigating Plaintiff’s
7 claims within the 65-day period. Therefore, on November 27, 2023, Plaintiff filed a First
8 Amended Complaint (Operative Complaint) adding a cause of action for penalties under PAGA.

9 13. Plaintiff was employed by Defendants as a non-exempt employee in the position of a
10 Care Support Guide providing customer service support including billing and technical support to
11 Defendants’ customers, from approximately October 27, 2010, to February 23, 2023. The Class
12 Members and Aggrieved Employees worked for Defendants in various non-exempt positions,
13 including as customer service representatives and other corporate support employees, and were
14 subject to the same wage and hour policies of Defendants.

15 14. Defendants are an American publicly traded internet domain registry and web hosting
16 company, headquartered in Tempe Arizona, and incorporated in Delaware.

17 **INVESTIGATION AND DISCOVERY**

18 15. Before filing the lawsuit, Class Counsel investigated and researched the facts and
19 circumstances underlying the pertinent issues and the law applicable thereto. This required
20 thorough discussions and interviews between Class Counsel and Plaintiff, as well as preliminary
21 research into the various legal issues involved in the case. After conducting their initial
22 investigation, Class Counsel determined that Plaintiff’s claims were well-suited for class and
23 representative action adjudication owing to what appeared to be a common course of conduct
24 affecting a similarly situated group of employees.

25 16. After filing the lawsuit, Class Counsel conducted a thorough investigation of the facts
26 and claims giving rise to the action, including: (1) conducting informal discovery and meeting and
27 conferring with defense counsel about the same; (2) reviewing and analyzing a sampling of time
28 and pay records as well as employment handbooks, Plaintiff’s personnel file, relevant policies and

1 other documentation; (3) researching the applicable law and potential defenses; (4) constructing
2 damage models based on interpretations of California law; and (5) reviewing information provided
3 by Defendants at mediation. The Class enumerated in this action is ascertainable because the Class
4 Members may be readily identified by reference to Defendants' records. Defendants have agreed
5 to share the information from these records with the Administrator in order to identify and contact
6 the Class Members. Defendants have represented that there are approximately 91 total Class
7 Members.

8 17. Defendants vigorously contested liability, the amount of claimed damages, and the
9 propriety of class certification. Defense counsel, with the firm Ogletree, Deakins, Nash, Smoak &
10 Stewart, P.C., are highly skilled and experienced wage and hour class action litigators who
11 defended their client vigorously throughout this case, including through mediation and subsequent
12 negotiations of all terms of the settlement agreement. After Class Counsel analyzed the relevant
13 documents and other gathered data, Class Counsel believed that this case was appropriate for
14 resolution via mediation. Given the high level of risk present for both sides, the parties elected to
15 mediate Plaintiff's claims and explore the possibility of settlement.

16 18. On January 30, 2025, the parties attended mediation with Steve Rottman, Esq., a
17 respected and highly experienced mediator in wage and hour class actions. During mediation,
18 Plaintiff's counsel and Defendants' counsel discussed all aspects of the case, including the risks of
19 litigation and the risks to both parties of proceeding with a motion for class certification as well as
20 the law relating to unpaid wages, meal periods, rest periods, wage statements, reimbursement of
21 business expenses, and final pay. As a result of the mediation, the parties agreed to settle the
22 lawsuit according to the terms set forth in the Settlement Agreement.

23 19. In advance of mediation, Class Counsel conducted a thorough investigation into the facts
24 of, and applicable law to, the Action, including speaking to current and former employees of
25 Defendants regarding Defendants' employment policies and practices. Plaintiff's counsel provided
26 Defendants' counsel with a comprehensive listing of informal discovery items required to
27 constructively mediate. Defendants responded by producing approximately a 33% sampling of
28 timekeeping and corresponding payroll records from putative class members covering the period

1 of September 26, 2019, through November 13, 2024. Prior to mediation, Plaintiff therefore
2 obtained and analyzed the production of time and payroll data for Class Members and the necessary
3 policy documents through informal discovery to properly evaluate the strengths and weaknesses of
4 the claims and engage in meaningful settlement discussions. Plaintiff's investigation was sufficient
5 to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th
6 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008)
7 ("*Dunk/Kullar*").

8 20. From Class Counsel's review of the facts, strengths, and weaknesses of the case, the
9 risks and delays posed by further litigation, and Class Counsel's own prior litigation experience,
10 Class Counsel believes that the recovery for each class member is fair and reasonable taking into
11 consideration the amounts received in other wage and hour class actions, the risks inherent in
12 litigation of this genre, and the reasonable tailoring of each Class Member's claim to the
13 settlement award he or she will receive. Further, and based on the settlement negotiations, which
14 were extensive and conducted in good faith and at arm's length between attorneys with substantial
15 experience litigating class actions and wage and hour cases, the Settlement Agreement was the
16 product of a non-collusive settlement process in which the parties were forced to make significant
17 compromises in the interest of reaching a full and complete settlement of the lawsuit.

18 **SUMMARY OF SETTLEMENT**

19 21. Under the terms of the proposed Settlement Agreement, Defendants will pay Three
20 Hundred Eighty Thousand Dollars and Zero Cents (\$380,000.00), inclusive of all fees and costs.
21 ("Gross Settlement Amount") on a non-reversionary basis to settle and release all claims asserted
22 by Plaintiff in the Action on behalf of the proposed Class. SA ¶ 22.

23 22. The Settlement Agreement defines the "Class" as "all non-exempt, hourly individuals
24 that worked for Defendants in California during the Class Period (i.e. the period from September
25 26, 2022 through April 30, 2025). SA ¶ 4.

26 23. The "Net Settlement Amount" shall be the Gross Settlement Amount, less the following
27 payments in the amounts approved by the Court: PAGA Penalties, Class Representative
28 Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment,

1 and the Administration Costs. SA ¶28. These amounts are detailed as follows:

- 2 • Class Counsel Fees Payment of not more than One Hundred Twenty-Six Thousand Six
3 Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$126,666.67) and a Class Counsel
4 Litigation Expenses Payment of not more than Forty Thousand Dollars and Zero Cents
5 (\$40,000.00) (SA ¶¶ 7 – 8);
- 6 • Administration Costs of not more than Five Thousand Dollars and Zero Cents (\$5,000.00)
7 (SA ¶ 3);
- 8 • Class Representative Enhancement Award of not more than Five Thousand Dollars and
9 Zero Cents (\$5,00.00) to Plaintiff (SA ¶ 15); and
- 10 • PAGA Penalties in the amount of Forty Thousand Dollars and Zero Cents (\$40,000.00) for
11 civil penalties under PAGA, with 75% (\$30,000.00) paid to the LWDA for the LWDA
12 PAGA Payment and 25% (\$10,000.00) paid to Aggrieved Employees for their Individual
13 PAGA Payments. SA ¶ 35.

14 24. The “Individual Class Payment” is the Participating Class Member’s pro rata share of
15 the Net Settlement Amount calculated according to the number of Workweeks worked during the
16 Class Period. SA ¶ 23. The “Individual PAGA Payment” means the Aggrieved Employee’s pro
17 rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay
18 Periods worked during the PAGA Period. SA ¶ 24.

19 25. Defendant will pay its employer-side payroll tax obligations on the Wage Portion of the
20 Individual Class Payments in addition to the Gross Settlement Amount. SA ¶ 53.

21 26. Each Aggrieved Employee will be entitled to payments calculated in accordance with
22 the number of pay periods in which they worked during the PAGA Period, in relation to the total
23 number of pay periods worked by all Aggrieved Employees during the PAGA Period. Depending
24 on the circumstances, individuals entitled to payment from the Settlement will receive payment (a)
25 only as an Aggrieved Employee, (b) only as a Participating Class Member, or (c) as both an
26 Aggrieved Employee and a Settlement Class Member. SA ¶¶ 35, 56.5(a)-(b).

27 27. The overall tax allocation for the NSA to be paid to Settlement Class Members will be
28 allocated for tax purposes as follows: 80% to statutory and civil penalties and interest, and 20% to

1 wages. The overall tax allocation for the PAGA Payment will be 100% to civil penalties. SA ¶¶
2 56.4(a); 56.5(a).

3 28. The settlement amount was a compromise figure, factoring in the inherent risks related
4 to certification, liability and damages. However, considering all the circumstances of the action
5 and the defenses raised by Defendants against certification, liability and damages, Class Counsel
6 believes that the settlement is fair and reasonable.

7 29. Class Members will receive the Class Notice via first class mail (after the Administrator
8 conducts a national change of address search). If the Class Notice is returned as non-deliverable on
9 or before the Response Deadline and a new address is obtained by way of a returned Class Notice,
10 then the Administrator will promptly forward the original Class Notice to the updated address via
11 first-class regular U.S. mail, indicating on the original packet the date of such re-mailing. SA ¶¶
12 60-61, 76.2-76.3.

13 30. Class Members will have an opportunity to dispute the Workweeks and PAGA Pay
14 Period information provided in their Class Notice and produce evidence to support their
15 contentions. The Administrator shall decide the dispute and must encourage the Class Member
16 disputing their credited workweeks to produce supporting documentation to resolve the dispute.
17 SA ¶ 78.

18 31. Class Members wishing to opt out from the Agreement must send a signed written
19 request for exclusion to the Settlement Administrator within 45 days from the initial mailing of the
20 Class Notice. Participating Class Members can object to the Settlement by serving a copy of the
21 objection to the Administrator within 45 days after the mailing of the Class Notice. SA ¶ 77.

22 32. The parties received quotes for the administration of the Settlement from Apex Class
23 Action, LLC (“Apex”) and from Phoenix Class Action Administration Solutions. The quote from
24 Apex was the most competitive. The parties agreed to appoint Apex to handle the notice and
25 administration of the Settlement. SA ¶ 73. Apex has procedures in place to protect the security of
26 class data, adequate insurance in the event of a data breach or defalcation of funds and is qualified
27 to administer the Settlement. The procedures for mailing notice and processing exclusions and
28 objections as well as distribution of the Net Settlement Amount are detailed in the Settlement

1 Agreement. SA ¶¶ 76-79.

2 33. The Administrator, mutually selected by the Parties, will issue checks for the Individual
3 Class Payments and/or Individual PAGA Payments and send them to the Class Members via First
4 Class U.S. Mail. The face of each check shall prominently state the date (180 days after the date of
5 mailing) when the check will be voided (“Void Date”). SA ¶ 60.

6 34. The Administrator must conduct a Class Member Address Search for all Class Members
7 whose checks are returned undelivered without a USPS forwarding address. Within seven days of
8 receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address
9 provided or to an address ascertained through the Class Member Address Search. SA ¶ 60.

10 **THE STRENGTH OF PLAINTIFF’S CASE**

11 **IN LIGHT OF THE SETTLEMENT AMOUNT**

12 35. Because the class consists of numerous employees, it was unlikely that the potential
13 monetary claims of individual Class Members would have proved viable without the class-action
14 mechanism. The Settlement Agreement should be approved in light of two California appellate
15 decisions: *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785 and *Kullar v.*
16 *Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116.

17 36. Plaintiff alleged that Defendants failed to pay all wages for off-the-clock work, failed to
18 pay the accurate rate of pay due to Defendants’ failure to incorporate non-discretionary bonus
19 payments into the regular rate of pay for overtime hours worked and sick leave taken, failed to
20 provide all legally compliant meal and rest breaks, failed to provide accurate wage statements,
21 failed to reimburse necessary business expenses such as decks, chairs, and office supplies, and
22 failed to timely pay all wages due during and upon termination in violation of California law.
23 Plaintiff seeks related violations of California’s Business & Professions Code, and penalties
24 pursuant to Labor Code § 2699 *et seq.*

25 37. Plaintiff also alleged that due to the volume of work Defendants required from them,
26 Plaintiff and the Class members were also compelled to endure meal period and rest break
27 violations. In some instances when Defendants provided improper meal or rest breaks, Defendants
28 paid some meal period and rest break premiums. However, Defendants failed to pay meal period

1 and rest break premiums at the required rate by failing to include non-discretionary bonuses in the
2 regular rate used to calculate and pay the premiums. This systematic underpayment of wages
3 occurred, upon information and belief, in connection with the other similarly situated Class
4 members who were paid a bonus or other form of remuneration other than hourly wages and
5 received a meal or rest break premium payment in the same pay period.

6 38. Plaintiff conducted discovery and investigated each of the claims alleged. Specifically,
7 Defendants produced the following: (a) Defendants' employee handbook in effect during the Class
8 Period; (b) Defendants' policies and procedures pertaining to minimum wages, overtime, meal
9 breaks, and rest breaks, which were in effect during the Class Period; (c) Plaintiff's personnel file;
10 (d) Plaintiff's timekeeping and payroll records; (e) a 33% sampling of the Class Members'
11 timekeeping and payroll records; and (f) information on the class demographics including the total
12 number of Class Members during the Class Period, total number of Class Members during the
13 PAGA Period, total number of current employees, total number of former employees in the
14 relevant time period, average hourly rate of pay, and the total number of workweeks worked
15 during the Class Period. Class Counsel obtained these records and data, and an expert analyzed
16 them and prepared a damage model before a settlement was negotiated. By analyzing this
17 information, Class Counsel was able to estimate the full value of the case if Plaintiff were to
18 prevail at trial. Class Counsel felt confident that the claims in this case would be certified given
19 that Defendants' policies were applicable to all Class Members.

20 39. There are approximately 91 Class members. SA ¶ 57. Based on the data provided, Class
21 Counsel estimated Defendants' realistic exposure on the primary claims in this case as follows:

- 22 a) unpaid minimum wages claim (off-the-clock hours) at \$416,100 (discounted by
23 75% to \$104,025);
- 24 b) unpaid overtime wages claim (miscalculation of regular rate) at \$3,238;
- 25 c) meal period claim at \$46,835 (discounted by 50% to \$23,417.50);
- 26 d) rest period claim at \$1,928,569 (discounted by 75% to \$482,142.25);
- 27 e) wage statement claim at \$197,900 (discounted by 50% to \$98,950)
- 28 f) waiting time penalties at \$623,903 (discounted by 75% to \$155,975.75);

1 were likely subject to individualized inquiry and unlikely to be certified. Given the difficulty in
2 certifying this claim, Class Counsel necessarily applied a significant discount to damages based on
3 this theory.

4 46. Class Counsel estimated Defendant's exposure on the unpaid wages claims to be
5 approximately \$416,100 (excluding interest) (based on 10 minutes of off the clock work per shift
6 and assuming 91.8% of off the clock hours attributable to overtime). However, given Defendants'
7 defenses and the potential hurdles facing certification of this claim, Class Counsel applied an 75%
8 discount making for an adjusted realistic exposure of \$104,025.

9 **Unpaid Wages (miscalculation of regular rate)**

10 47. Plaintiff alleged that as a part of Defendants' compensation scheme, Plaintiff and Class
11 Members received nondiscretionary bonuses as part of an incentive plan designed to reward
12 employees for good customer service.

13 48. Defendants contended that any bonuses paid were discretionary and therefore, didn't
14 have to be included in the calculation of the regular rate of pay for purposes of overtime, meal
15 premiums or sick leave. Defendants contended it paid for all reported hours worked, that Class
16 Members were trained and required to record all hours worked, and that any off the clock work
17 was performed without Defendants' knowledge.

18 49. Due to the volume of work Defendants required from them, Plaintiff and the Class
19 members were also compelled to endure meal period and rest break violations. In some instances
20 when Defendants provided improper meal or rest breaks, Defendants paid some meal period and
21 rest break premiums. However, Defendants failed to pay meal period and rest break premiums at
22 the required rate by failing to include non-discretionary bonuses in the regular rate used to
23 calculate and pay the premiums. This systematic underpayment of wages occurred, upon
24 information and belief, in connection with the other similarly situated Class members who were
25 paid a bonus or other form of remuneration other than hourly wages and received a meal or rest
26 break premium payment in the same pay period.

27 50. Class Counsel estimated Defendant's exposure on the unpaid wages claims to be
28 approximately \$3,238.

1 51. Plaintiff also alleged that meal premium wages and sick leave were underpaid due to
2 Defendants' failure to incorporate nondiscretionary bonuses into the regular rate of pay. Class
3 Counsel estimated Defendant's exposure on the unpaid wages claims to be approximately
4 \$57,173. However, given Defendants' defenses and the possibility that the bonuses paid would be
5 found to be discretionary, Class Counsel applied a 50% discount, making for an adjusted realistic
6 exposure of \$28,586.50. Thus, bringing the total unpaid/underpaid wages claim due to
7 miscalculation of the regular rate of pay to \$31,824.50.

8 **Meal and Rest Period Violations**

9 52. Plaintiff alleged that Defendant consistently failed to provide timely and uninterrupted
10 meal breaks to Class Members. *See Brinker Restaurant Corp. v. Super. Ct.* (2012) 53 Cal.4th 1004,
11 1040 (“[T]he wage order’s meal period requirement is satisfied if the employee (1) has at least 30
12 minutes uninterrupted, (2) is free to leave the premises, and (3) is relieved of all duty for the entire
13 period.”).

14 53. Plaintiff argued that Defendants had a common practice and policy of denying
15 compliant meal periods. Specifically, Plaintiff alleged that demanding workloads contributed to
16 Defendants' common practice of failing to provide all lawful meal periods to Plaintiff and Class
17 Members.

18 54. For each meal period missed, of less than 30 minutes, or taken late for which the
19 employee was not provided a reasonable opportunity to take a complete and timely meal period,
20 an employer must pay the employee an additional one hour of compensation. Labor Code § 226.7.
21 This additional hour of compensation is referred to as “premium pay.” To comply with these laws,
22 every employer must keep, for each employee, accurate time records showing when the employee
23 begins and ends each work period and takes his or her meal periods. *See Wage Order 1-*
24 *2001(7)(A)(3)*.

25 55. Defendants disagreed with Class Counsel's interpretation of the law and facts.
26 Defendants contended that Class Members were given a reasonable opportunity to take their meal
27 periods, and in fact received their meal periods most of the time. Defendants argued it had a high
28 meal period compliance rate and provided premium pay for any non-compliant meal periods. If

1 Defendants' contentions are proven true and prevail in trial, the likely outcome of this claim would
2 be no recovery.

3 56. Class Counsel estimated Defendants' exposure on the meal break claim at
4 approximately \$46,835 (excluding interest) based on a detailed analysis of meal period records
5 and an offset for meal premiums paid. Class Counsel believes this estimate is high given
6 Defendants' defenses and potential hurdles facing certification of this claim and thus provided an
7 50% discount making Defendant's adjusted realistic exposure \$23,417.50.

8 57. The same argument applied to rest breaks. Plaintiff contended that Defendants did not
9 routinely provide Class Members with paid 10-minute rest breaks for every four hours or major
10 fraction thereof. Class Members often worked in excess of consecutive four-hour shifts and were
11 entitled to paid rest breaks of not less than ten minutes for each consecutive four-hour shift which
12 they were denied. Class Members were often required to work through their rest breaks and
13 remain on-call to respond to work-related communications.

14 58. Defendants maintained that they did provide the reasonable opportunity for Class
15 Members to take duty-free rest breaks. Defendants also pointed out that, unlike meal periods, rest
16 breaks need not be recorded, so any rest break violations would likely be difficult to prove at trial.
17 Defendant disputes all allegations that duty-free breaks were not received and that employees were
18 required to respond to two-way radios during breaks. As these considerations would likely depress
19 the damages *vel non* ultimately awarded, Class Counsel applied significant and appropriate
20 discounts to the rest-break claim.

21 59. Class Counsel estimated Defendants' maximum total exposure on the rest break claim
22 at approximately \$1,928,569 (assuming 100% violation rate for shifts of at least 3.5 hours – total
23 of 97,159 shifts). However, Class Counsel believes this estimate is high given the difficulty of
24 proving rest break violations at trial and the potential hurdles facing certification of this claim
25 difficult to achieve and thus applied an 75% discount making Defendant's realistic exposure more
26 likely to be \$482,142.25.

27 **Unreimbursed Business Expenses**

28 60. Plaintiff also contend that Defendants required Plaintiff and Class Members to incur

1 necessary business expenses while performing their required job duties without reimbursement.
2 These expenses included personal cell phone use incurred while responding to work-related calls,
3 texts and emails from managers and colleagues and in accessing the internet. Also, employees
4 provided desks, chairs, and office supplies for themselves needed for them to perform their work.
5 Defendants contended employees were not required to use personal cell phones for work-related
6 purposes and any such use was voluntary, and it's written reimbursement policy complies with
7 California law and if any expenses were not reimbursed, it was due to a failure to follow the
8 written reimbursement policy.

9 61. Class Counsel estimated Defendants' maximum exposure for the reimbursement claim
10 to be \$86,300 (assuming \$25 per month per employee). Given the difficulty of proving the
11 expense reimbursement claim at trial and the potential hurdles facing certification of this claim,
12 Class Counsel applied a 50% discount for a realistic exposure amounting to \$43,150.

13 **Wage Statement Violations**

14 62. Plaintiff also contended that Defendants failed to provide Class Members with accurate,
15 itemized wage statements in writing as required by California Labor Code § 226(a) because the
16 wage statements failed to accurately account for unpaid wages and overtime due to underreporting
17 of hours and off the clock work. Moreover, Plaintiff contended the wage statements failed to
18 accurately account for premium pay for deficiently provided meal and rest breaks which
19 Defendants knew or reasonably should have known were owed to Plaintiff and Class Members. As
20 a direct and proximate cause of Defendants' violation of Labor Code § 226(a), the Class Members
21 suffered injuries, including among other things confusion over whether they received all wages
22 owed them. Pursuant to Labor Code §§ 226(a) and 226(e), employees are entitled to recover the
23 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
24 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
25 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
26 award of costs and reasonable attorneys' fees.

27 63. Defendants contended that Plaintiff's claim for further Labor Code § 226(e) penalties
28 would depend in large part on their underlying meal period and wage claims and thus be subject to

1 the same defenses. Additionally, Defendants argued this claim has little or no value. *See*
2 *Maldonado v. Epsilon Plastics, Inc.*, 22 Cal. App. 5th 1308, 1336-1337 (2018) (wage statements
3 that accurately report wages paid to employees do not violate Labor Code § 226, even if it is later
4 determined that employer did not properly pay all wages due). Defendant further contends that
5 Labor Code § 226(e) penalties are not automatic. Rather, the employee must show (1) that he or
6 she “suffered injury” from the employer’s failure to provide compliant wage statements, *see Elliot*
7 *v. Spherion Pacific Work, LLC* (2008) 572 F.Supp.2d 1169, 1181 (applying California law)
8 (holding employee was not entitled to penalties because no injury was shown), and (2)
9 Defendant’s noncompliance was “knowing and intentional.” Finally, because the damages for this
10 cause of action are penalties, the statute of limitations only runs from one year prior to the filing of
11 the original complaint. *See* Cal. Civ. Pro. § 340.

12 64. Class Counsel estimated Defendants’ maximum total exposure on the section 226 claim
13 at approximately \$197,900 (\$50/\$100 x 2,014 pay periods for 70 employees). Class Counsel
14 believes it may be difficult to prevail on this claim because Class Members would need to show
15 that they suffered an injury and that Defendants’ noncompliance was knowing and intentional (on
16 top of the challenges described above with the underlying wage and break claims) which are both
17 subject to individualized issues making certification of this claim difficult to achieve. Thus, Class
18 Counsel provided a 55% discount making the adjusted realistic exposure \$98,950.

19 **Failure to Pay Final Wages**

20 65. In failing to pay the California Class Members their minimum wages, overtime wages,
21 and premium pay for deficiently provided meal periods and rest breaks, all discussed above,
22 Defendants willfully failed to pay these the California Class Members all wages due and certain at
23 the time of termination or within seventy-two (72) hours of resignation, as required under Labor
24 Code § 203.

25 66. Labor Code § 203 provides that if an employer willfully fails to pay an employee all
26 wages due at termination or within 72 hours of resignation, then that employee’s wages shall
27 continue as a penalty until paid for a period of up to thirty (30) days from the date they were due.
28 Because Class Members stopped working for Defendant but again were not paid their full

1 compensation for the reasons discussed above, Class Members did not receive all wages due upon
2 termination of employment.

3 67. Defendants argued that, under Labor Code § 203, employers are only obligated to pay
4 waiting-time penalties if they “willfully” fail to pay wages due and owing at the time of
5 termination or resignation. As Title 8, California Code of Regulations, § 13520 states:

6 A willful failure to pay wages within the meaning of Labor Code Section 203 occurs
7 when an employer intentionally fails to pay wages to an employee when those wages
8 are due. However, a good faith dispute that any wages are due will preclude
9 imposition of waiting time penalties under Section 203.

10 A “good faith dispute” that any wages are due occurs when an employer presents a
11 defense, based in law or fact, which, if successful, would preclude any recovery on
12 the part of the employee. The fact that a defense is ultimately unsuccessful will not
13 preclude a finding that a good faith dispute did exist. Defenses presented which,
14 under all the circumstances, are unsupported by any evidence, are unreasonable, or
15 are presented in bad faith, will preclude a finding of a “good faith dispute.”

16 Defendants maintained that because they had viable defenses in both law and fact, especially
17 in light of the *Brinker* holding, that waiting-time penalties could not be awarded and, in any case,
18 such penalties were subject to a three-year limitations period under Labor Code § 203(b).

19 68. Class Counsel estimated Defendants’ maximum total exposure on the section 203 claim
20 at approximately \$623,903 (98 terminated employees). Class Counsel believes it would be
21 difficult to recover waiting time penalties given that Plaintiff would need to show willfulness on
22 top of proving the underlying wage and break claims which are also potentially subject to
23 individualized issues making certification of this claim difficult to achieve. Thus, Class Counsel
24 provided a 75% discount making the adjusted realistic exposure \$155,975.75.

25 **PAGA Penalties**

26 69. The Labor Code Private Attorneys General Act, Labor Code § 2699 *et seq.*, allows
27 Plaintiff to obtain civil penalties on behalf of herself and other Class Members for Defendants’
28 violation of any provision of the Labor Code enumerated under Labor Code § 2699.5. Where civil
penalties are provided in the statute, those civil penalties are recoverable; where no civil penalties
are recoverable, Labor Code § 2699(f) establishes civil penalties of one hundred dollars (\$100) for
each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200)
for each aggrieved employee per pay period for each subsequent violation. Pursuant to Labor

1 Code § 2699(i), seventy-five (75) percent of the penalties recovered must be allocated to the Labor
2 and Workforce Development Agency (LWDA), with the remaining twenty-five (25) percent
3 allocated to the affected employees. The limitations period as for all penalties is one year prior to
4 the filing of the complaint.

5 70. The provisions of the Labor Code potentially triggering PAGA penalties in this case
6 include but are not limited to Labor Code §§ 203, 204, 226(a), 226.2, 226.7, 510, and 1194,
7 Defendant asserted that if PAGA penalties were mandatory, an employer's PAGA liability would
8 be huge because of the possibility of collecting multiple civil penalties for a single violation, and
9 thus such penalties would almost always dwarf the damages available under the causes of action
10 proper. However, PAGA penalties are not mandatory but permissive. Labor Code § 2699(e)(2)
11 states that "a court may award a lesser amount than the maximum civil penalty amount specified
12 by this part if, based on the facts and circumstances of the particular case, to do otherwise would
13 result in an award that is unjust, arbitrary and oppressive, or confiscatory." *See, e.g., Lopez v.*
14 *Friant & Assocs., LLC*, 15 Cal. App. 5th 773, 788 (2017), *rev. denied* (2018), (recognizing court's
15 ability to reduce PAGA penalties). Courts have held that situations similar to the current one (e.g.
16 injuryless violations, technical errors, and substantial compliance) should lead to reductions in
17 penalties. *See Thurman v. Bayshore Transit Management, Inc.*, 203 Cal. App. 4th 1112, 1134-
18 1135 (2012) (holding that reduction was justified when employer "attempted to comply with the
19 law"); *Fleming v. Covdien, Inc.*, No. ED CV10-01487 RGK (OPx), 2011 U.S. Dist. LEXIS
20 154590 at *8-9 (C.D. Cal. August 12, 2011) (reducing PAGA penalties more than 80% – from
21 \$2.8 million to \$500,000 – when "employees suffered no injury" employers were "not aware" of
22 the violation and "took prompt steps to correct all violations once notified"). Defendant here
23 maintained that it had a strong argument that it would be unjust to award maximum PAGA
24 penalties.

25 71. Furthermore, PAGA penalties are also derivative of every other claim, and Defendants
26 argued the PAGA claims would be subject to the same defenses to the underlying claims. Finally,
27 under *Amaral v. Cintas Corp.* (2008) 163 Cal.App.4th 1157, it can be argued that penalties under
28 PAGA could, at best, be awarded only at the rates obtainable for initial violations under the

1 applicable statutes, because Defendant have never been notified of the alleged violations. *Id.* at
2 1208-1209. Moreover, Section 2699(e)(1) authorizes the Court to exercise the same discretion as
3 the DLSE whether to award civil penalties. *Amaral* 163 Cal. App. 4th 1157, 1211-12. Therefore, if
4 Labor Commissioner - on whose behalf Plaintiff is prosecuting this action for civil penalties -
5 would not impose civil penalties in a case like this, the Court may not award civil penalties.
6 Moreover, in *Thurman v. Bayshore Transit Mgmt., Inc.* (2012) 203 Cal.App.4th 1112, 1136, the
7 Court of Appeal affirmed the trial court's reduction of PAGA civil penalties by 30 percent, finding
8 that awarding the full penalties would have been "unjust" because "...a court may award a lesser
9 amount than the maximum civil penalty amount specified by this part if, based on the facts and
10 circumstances of the particular case, to do otherwise would result in an award that is unjust,
11 arbitrary and oppressive, or confiscatory."

12 72. Class Counsel estimated Defendants' maximum total exposure on the PAGA claim at
13 approximately \$868,600 (\$100 x 2,014 pay periods). However, Class Counsel notes that owing to
14 the discretionary nature of PAGA penalties and the foregoing case law it is unlikely the Court
15 would award the full penalty and that it would be substantially reduced. Class Counsel applied a
16 50% discount, bringing PAGA penalties to \$434,300. The parties also considered that the purpose
17 of PAGA is to "achieve maximum compliance with state labor laws," *Iskanian v. CLS Transp. Los*
18 *Angeles, LLC* (2014) 59 Cal. 4th 348, 379. This makes the Settlement's proposed PAGA payment
19 of \$40,000.00 appropriate.

20 **Unfair Business Practices**

21 73. Plaintiff pleads this cause of action in order to augment their other causes of action and
22 aid in their prosecution. Business & Professions Code § 17208 extends the statute of limitations on
23 Plaintiff's wage claims, which qualify as unfair business practices, to four years rather than the
24 three years provided by statute.

25 **Summary**

26 74. The foregoing discussion has sought to explain how the settlement amount is adequate
27 in light of the merits of Plaintiff's case. It has done this by explaining the legal basis for each of
28 Plaintiff's causes of action, summarizing the evidence that Class Counsel gathered in support of

1 those causes of action, and relating Defendants' legal and factual arguments that worked to
2 derogate from the strength of Plaintiff's case.

3 75. Class Counsel had to apply appropriate discounts considering the facts and law as
4 discussed above. Thus, this settlement, like most others, was the product of compromise. Because
5 of these and other risks, including the real and potential threat of Class Members recovering
6 nothing due to Defendant's distressed financial situation, a recovery of Three Hundred Eighty
7 Thousand Dollars and Zero Cents (\$380,000.00) under the Settlement Agreement is an excellent
8 result. After Court-approved deductions, the estimated Net Settlement Amount ("NSA") of
9 approximately \$163,333.33, will be distributed to Settlement Class Members, with each share of
10 the NSA based on number of workweeks worked during the Class Period. Based on data gathered
11 through January 30, 2025, it is estimated that there are 91 Class Members who worked a total of
12 8,652 Workweeks. SA § F. Therefore, Class Members are estimated to receive approximately
13 \$18.88 per Workweek.

14 **THE RISK, EXPENSE, AND LIKELY DURATION OF FURTHER LITIGATION,**
15 **AS WELL AS THE RISK OF MAINTAINING CLASS ACTION**
16 **STATUS THROUGH TRIAL**

17 76. The next *Clark/Kullar* factors recognize that settlements take into consideration the
18 risks and expenses posed by further litigation and, in the class-action context, the risk of non-
19 certification. Consequently, it is proper that trial courts should keep these considerations in mind
20 when judging the adequacy of class action settlements.

21 77. Further litigation of this case posed real risks for several reasons. First, there were the
22 risks of unfavorable rulings on the merits of the various indeterminate legal issues outlined in the
23 previous section. In that section, it was observed that almost every cause of action was subject to
24 some unique indeterminacy of its own, and that the derivative causes of action were thus subject to
25 a double indeterminacy, both their own and those of the causes of action on which they were
26 based.

27 78. The parties disputed the effect of these and other issues on class certification and
28 decertification. Class Counsel maintained that there were several legal and factual questions at

1 issue in the case that could best be decided on a class wide basis. Class Counsel contended that the
2 same policies and practices applied to all Class Members and therefore common questions
3 obtained and were likely to predominate over individual inquiries. Defendants disputed these
4 contentions and insisted that the *Brinker* decision called into question the certifiability of cases
5 such as this one. Defendants also argued that its policies were compliant with the law, while
6 Plaintiff disputed that the policies were lawful, and argued the lawfulness of such policies would
7 give rise to common questions amenable to certification. Thus, the parties had set positions on the
8 propriety of certifiability and liability that did not admit of an easy resolution.

9 79. Finally, it is always preferable to reach a relatively early resolution of a dispute because,
10 in addition to what has already been said, such resolutions save time and money that would
11 otherwise go to litigation. In light of the risk and expense of the lawsuit proceeding to trial, there
12 was a need to resolve this matter soon than later. If this case settled after further litigation, the
13 settlement amount would have taken into account the additional costs incurred, or Defendants filed
14 for bankruptcy, there might have been less available for Class Members after all was said and
15 done. This is not just an abstract contention. The parties were moving into the phase of this
16 litigation where they would have had to depose a number of people such as managers, supervisors,
17 and employees to establish liability for trial. Discovery disputes would have been in the offing.
18 The parties were also aware that a class action trial would be a complicated and expensive
19 proceeding, and then there was the likelihood of a long, drawn-out appeals process. In contrast, the
20 settlement provides real benefits for Class Members in the immediate future. The benefits are not
21 insignificant for anyone, especially given the current economic climate. Consequently, the risk and
22 expense of further litigation outweighed any benefit that might have been gained otherwise.

23 **NOTICE TO CLASS MEMBERS OF THE PROPOSED SETTLEMENT**

24 80. While premature to address this factor at the preliminary approval stage, some
25 observations are appropriate. First, the notification procedure set out in the Settlement Agreement
26 provides the greatest likelihood that every Class Member will receive the Notice of Settlement
27 (“Class Notice”), attached to the Settlement Agreement as **Exhibit A**. Under the Settlement
28 Agreement, the Administrator will send the Class Notice to each Class Member via First Class

1 U.S. mail. Before mailing, the Administrator will perform a skip trace search based on the
2 National Change of Address Database for information to update and correct for any known or
3 identifiable address changes. If the Class Notice is returned as non-deliverable on or before the
4 Response Deadline and a new address is obtained by way of a returned Class Notice, then the
5 Administrator will forward the original Class Notice to the updated address via first-class regular
6 U.S. mail, no later than three (5) calendar days after the Administrator's receipt of any Class
7 Notice returned as undelivered. SA ¶ 76.3. Thus, most, if not all, Class Members will likely
8 receive the Class Notice.

9 81. The Class Notice itself fully apprises Class Members of the nature of the lawsuit, the
10 claims involved, the terms of the settlement, and their options thereunder. They provide for a
11 specific procedure to seek exclusion from the Class, and for lodging objections to the settlement.
12 See Exhibit A to the Settlement Agreement. The efforts taken to ensure that Class Members
13 receive the Class Notice and are well informed about the settlement augur a favorable response
14 rate.

15 82. Class Members may challenge the number of Workweeks and PAGA Pay Periods by
16 communicating with the Administrator. The Administrator will encourage the challenging Class
17 Member to submit supporting documentation. In the absence of any contrary documentation, the
18 Administrator is entitled to presume the Workweeks and PAGA Pay Periods contained in the
19 Class Notice are correct so long as they are consistent with the Class Data provided to the
20 Administrator by Defendants. After consultation with Class Counsel and Defendants' Counsel, the
21 Administrator will make a determination of the Class Member's total workweeks during the
22 applicable period. SA ¶ 78.

23 **CONCLUSION OF THE CLARK/KULLAR ANALYSIS**

24 83. The foregoing discussion establishes the fairness of the class-action settlement in the
25 instant case. It has done this by analyzing the settlement in light of the appellate decisions in *Clark*
26 and *Kullar*. This analysis has concluded that the settlement is fair, reasonable, and adequate. Class
27 Counsel conducted a thorough investigation of the subject wage-and-hour practices and engaged
28 in non-collusive, arm's-length negotiations in order to reach a settlement. From Class Counsel's

1 substantial experience with wage-and-hour class action lawsuits. Class Counsel believes that this
2 case could not have settled on better terms under the circumstances. Request therefore is made that
3 the settlement be granted preliminary approval so that those persons whom it was intended to
4 benefit shall be afforded the opportunity to determine its adequacy.

5 **REQUEST FOR ATTORNEYS' FEES**

6 84. Under the Settlement, Class Counsel also requests, without opposition from Defendants,
7 an award of Attorneys' Fees and Costs consisting of: One Hundred Twenty-Six Thousand Six
8 Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$126,666.67), one-third of the Gross
9 Settlement Amount, and actual reasonable litigation costs in an amount not to exceed Forty
10 Thousand Dollars and Zero Cents (\$40,000.00) for reimbursement of actual reasonable litigation
11 costs. SA ¶¶ 8-9. This request is fair, reasonable, and adequate to compensate Class Counsel for
12 the substantial work they have put into this case and, moreover, the risk they assumed by taking it
13 in the first place. The attorneys' fees award is intended to reimburse Class Counsel for all
14 uncompensated work that they have already done and for all the work they will continue to do in
15 carrying out and overseeing the notification to Class Members, communicating with Class
16 Members regarding their claims, and assisting in the administration of the settlement if it is
17 preliminarily approved. Defendants do not oppose Class Counsel's above fees and cost request.

18 85. D.Law, Inc. took this case on a contingent-fee basis against a business represented by a
19 reputable defense firm. When we take contingent cases, we must pay careful attention to the
20 economics involved or one bad case can destroy years of work. Accordingly, when we take
21 contingency cases, we anticipate that we shall, if successful, receive a fee that exceeds our normal
22 hourly rate; otherwise, the risk is often too great to bear. Even when we work long hours, the
23 number of hours in a day is limited. Because of this, when we take on one matter, we are unable to
24 take on other matters. When Class Counsel became involved in this case, we realized the time
25 commitment that it would entail, and we were forced to turn down matters that we otherwise
26 should have been able to handle. In sum, this case claimed a significant portion of Class Counsel's
27 time and attention throughout its pendency.

28 86. The requested fee is reasonable for the services provided to Class Members and for the

benefits they are to receive. Indeed, even with a modest multiplier under the lodestar theory, *see Bihun v. AT&T Information System* (1993) 13 Cal.App.4th 976, 997, Class Counsel's fees would still be justified. Here, the lodestar may exceed the requested fees. Class Counsel will more fully brief the Court on its lodestar in the motion for final approval.

ENHANCEMENT TO PLAINTIFF AS THE CLASS REPRESENTATIVE

87. Plaintiff is entitled to reasonable service payment for his efforts and initiative in bringing and helping to prosecute this action. Plaintiff spent a considerable amount of time better apprising himself of his rights, deciding whether remedial action should be taken, how it should be taken, searching for attorneys, and finally contacting Class Counsel, who spent many hours with Plaintiff discussing the case and the law. In the end, Plaintiff decided to vindicate not only his own rights but also those of co-workers by filing a class action lawsuit.

88. Plaintiff undertook the risk of filing a lawsuit and serving as a class representative knowing that a prospective employer may choose between an applicant who has never sued a prior employer and one who has. Plaintiff contends this risk is particularly real in the information age, where employers can, more easily than ever, perform background checks of prospective employees, sometimes with the stroke of a key.

89. Plaintiff has been intimately involved in this case since its inception. He has devoted a substantial amount of time to helping Class Counsel effectively develop and prosecute this action at every stage of the litigation. Both before and after the filing of this lawsuit, Plaintiff conferred with Class Counsel on numerous occasions to discuss every aspect of this case. Plaintiff provided Class Counsel with information about Defendant and about the industry generally, reviewed documents, identified witnesses, consulted Class Counsel throughout the litigation repeatedly and at length, participated in the mediation process, monitored the progress of the litigation with Class Counsel, and reviewed and signed the Settlement Agreement.

90. Plaintiff has spent a significant amount of time with Class Counsel detailing his knowledge of Defendants' practices and helping Class Counsel with the prosecution of this action. She has diligently, adequately, and fairly represented Class Members, and has not placed his interests above any member of the putative class. The payment to Plaintiff is intended to recognize

1 the time and effort devoted to bringing the lawsuit on behalf of the Class. The amount requested is
2 fair and appropriate based on their contribution and involvement. For example, Plaintiff instigated
3 the lawsuit by bringing these violations to the attention of Class Counsel. He spent several hours
4 answering questions and providing information to Class Counsel throughout the pendency of this
5 action. He identified witnesses, explained to Class Counsel day to day business practices of
6 Defendants with regard to work schedules and meal breaks, etc. The parties are in agreement that
7 Plaintiff is entitled to an enhancement for his time and efforts in this matter. This sort of payment
8 to a class representative has been a common feature of settlements negotiated by Class Counsel
9 and has been routinely approved by trial courts.

10 91. In light of the foregoing, Class Counsel believes that the Class Representative Service
11 payment in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) is fair and
12 reasonable.

13 **CRITERIA SATISFIED FOR CERTIFICATION OF SETTLEMENT CLASS**

14 92. The proposed Class satisfies the criteria for certification of a settlement class under
15 California law, as embodied in California Code of Civil Procedure § 382. Defendants have agreed
16 to the certification of the class for settlement purposes. In general, courts may take a proposed
17 settlement into account in evaluating the propriety of class certification. *See Dunk v. Ford Motor*
18 *Co.* (1996) 48 Cal.App.4th 1794, 1807 fn. 19. Indeed, a “lesser standard” of scrutiny applies in
19 certifying classes for settlement purposes. *Ibid.* Therefore the Court should take into consideration
20 the fact that the parties have settled their claims and stipulated to certification for settlement
21 purposes when assessing typicality and adequacy.

22 a. Numerosity. The putative class is so numerous that joinder of all members is
23 impractical. Class Members are “all non-exempt, hourly employees that worked for Defendant in
24 California during the period from September 26, 2019, through April 30, 2025.” There are
25 approximately 91 persons answering to this definition. Thus, there are enough Class Members to
26 warrant certifying this as a class action for settlement purposes.

27 b. Ascertainability. The putative class is defined in a manner that is precise, objective,
28 and ascertainable. The Class Members have already been identified by reference to Defendants’

1 payroll and personnel records.

2 c. Typicality. A class representative's claims are typical when they arise from the
3 same event, practice, or course of conduct that gives rise to the claims of other putative class
4 members, and if their claims rest on the same legal theories. The class representative's claims
5 must be "typical" but not necessarily identical to the claims of other class members. It is sufficient
6 that the representative is similarly situated so that he or she will have the motive to litigate on
7 behalf of all Class Members. *Classen v. Weller* (1983) 145 Cal.App.3d 27, 47; *B.W.I. Custom*
8 *Kitchens v. Owens-Illinois, Inc.* (1987) 191 Cal.App.3d 1341, 1347 ("[I]t has never been the law in
9 California that the class representative must have identical interests with the class members.").
10 Thus, it is not necessary that the class representative should have personally incurred all of the
11 damages suffered by each of the other class members. *Wershba v. Apple Computer, Inc.* (2001) 91
12 Cal.App.4th 224, 228. Plaintiff's claims are typical of Class Members' claims because they arose
13 from the same factual basis and are based on the same legal theories. Plaintiff was employed by
14 Defendant during the Class Period subject to the allegedly unlawful meal and rest break policies
15 and pay practices at issue in this litigation. Plaintiff was employed by Defendants as a non-exempt
16 employee in the position of a Care Support Guide providing customer service support including
17 billing and technical support to Defendants' customers, from approximately October 27, 2010, to
18 February 23, 2023. As such, Plaintiff is a member of the class. The central issues of this litigation
19 (whether Defendant failed to pay all wages, whether Defendants failed to provide meal and rest
20 periods etc.), which would arise if this were an individual action brought by Plaintiff, apply to the
21 other Class Members as well, and the answer to these questions would determine Defendant's
22 liability to the entire putative class. Plaintiff contends, and Defendants do not dispute for
23 settlement purposes only, that Plaintiff's claims are typical of Class Members' claims because
24 they arose from the same factual basis and are based on the same legal theories. Thus, Plaintiff's
25 claims are typical of the claims of the putative class. Accordingly, the typicality requirement is
26 satisfied.

27 d. Adequacy. A class representative must possess the same interest and suffer the
28 same injury as the class members. "To assure 'adequate' representation, the class representative's

1 personal claim must not be inconsistent with the claims of other members of the class.” *J.P.*
2 *Morgan & Co., Inc. v. Sup.Ct. (Heliotrope General, Inc.)* (2003) 113 Cal.App.4th 195, 212. Thus,
3 the adequacy requirement is satisfied when the class representative’s interests are not antagonistic
4 to those of the class. *McGhee v. Crocker-Citizens Nat. Bank* (1976) 60 Cal.App.3d 442, 451.
5 Plaintiff does not have any conflicts with the class and in fact her interests are aligned with those
6 of the class. Because Plaintiff’s claims are identical to those that would be asserted by the
7 unnamed Class Members were they before the Court, Plaintiff has every interest in zealously
8 representing the unnamed class members. Plaintiff has not shrunk from this responsibility. Indeed,
9 Plaintiff has devoted a substantial amount of time and energy to litigating this action and effecting
10 a settlement. Furthermore, as detailed above, Class Counsel are experienced in wage-and-hour
11 litigation, especially class actions, and have zealously represented the interests of the class in
12 litigating this case. *See infra* ¶¶ 3-9. Accordingly, the adequacy requirement is satisfied.

13 e. Commonality. Common questions of law or fact in this case predominate over
14 individual questions. This action involves, *inter alia*, a determination about Defendant’s alleged
15 failure to provide meal period and rest periods, failure to pay wages and overtime due to allegedly
16 common and unlawful policies, failure to provide accurate wage statements, failure to reimburse
17 business expenses, failure to pay sick pay, failure to pay final wages when required, and largely
18 derivative claims under the Business & Professions Code and PAGA. Plaintiff contends these
19 practices, including an alleged practice of failing to provide complete meal periods, related meal
20 period policies applicable to the class, and the alleged failure to provide corresponding premium
21 payments, that affected class members in the same way. Plaintiff contends, and Defendants do not
22 dispute for settlement purposes only, that common issues of fact and law predominate as to each
23 of the claims alleged by Plaintiff, and the Class is united in its proof. All class members were
24 employed during the Class Period. Therefore, the operative complaint delineates a common course
25 of conduct applicable to all Class Members.

26 f. Predominance. Individualized issues do not predominate over the issues of law and
27 fact that are common to the class as a whole. The principal issues of controversy are whether Class
28 Members were paid for all hours worked and provided lawful meal breaks. As explained, *supra*,

1 there are common issues of law and fact given that Plaintiff and all Class Members were subjected
2 to the same policies and pay practices during the relevant time period. Plaintiff and Class
3 Members seek meal and rest break premiums, unpaid wages and overtime, unpaid sick pay, and
4 penalties for work performed as non-exempt employees for Defendants. These issues are suitable
5 for common adjudication because all Class Members were subject to the same employment
6 policies and Plaintiff contends the practices applied uniformly to all Class Members.

7 g. Superiority. Class resolution is superior to other available methods for the fair and
8 efficient adjudication of the controversy. There is little interest or incentive for Class Members to
9 individually control the prosecution of separate actions. Although the injury resulting from
10 Defendants' policies and practices are real and significant, the cost of individually litigating each
11 such case against Defendants would easily exceed the value of any relief that could be obtained by
12 any one Class Member individually. If Class Members are forced to litigate their claims
13 individually this would result in about 91 individual actions against Defendants. Here, the
14 alternative methods of resolution are individual suits for relatively small amounts. Hence, an
15 individual suit would prove uneconomical for a potential plaintiff because litigation costs would
16 dwarf a potential recovery.

17 h. Except for Plaintiff's case before this Court, Plaintiff is unaware of any other
18 actions by Class Members against Defendants asserting similar claims as here. Furthermore, Los
19 Angeles County is a compelling forum for this action given that Defendants' location is in Los
20 Angeles County and numerous Class Members work in this County.

21 i. There are no serious manageability difficulties presented by preliminarily
22 approving the case for settlement purposes. As this case will not go to trial if finally approved, all
23 that would remain is settlement administration and responding to possible objectors.

24 93. Plaintiff submitted the Class Action and PAGA Settlement Agreement and Plaintiffs'
25 Motion for Preliminary Approval of Class Action and PAGA Settlement and supporting documents
26 to the LWDA on the same date as filing with the Court. A true and correct copy of the confirmatory
27 email from the LWDA is attached hereto as Exhibit 3.

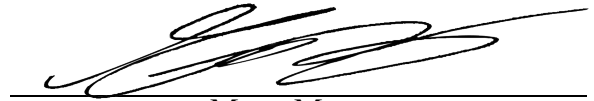
28 I declare under penalty of perjury under the laws of the State of California that the

1 foregoing is true and correct.

2 Executed this 13th day of June 2025, at San Diego, California.

3

4

A handwritten signature in black ink, appearing to read 'Marta Manus', written over a horizontal line.

Marta Manus

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EXHIBIT 1

D.LAW, INC.
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 David Yeremian (SBN 226337)
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 Attorneys for Plaintiff David T. Atkins,
 on behalf of himself and all others similarly situated

[Additional Counsel on following page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

DAVID T. ATKINS, on behalf of himself
 and others similarly situated,

Plaintiff,

vs.

GODADDY.COM, LLC. a Delaware limited
 liability company; GODADDY MEDIA
 TEMPLE, INC. a California corporation; and
 DOES 1 through 50, inclusive,

Defendants.

Case No. 23STCV23396

CLASS ACTION

Assigned for all purposes to:
 Hon. William F. Highberger
 Dept.: 10

**CLASS AND PAGA ACTION SETTLEMENT
 AGREEMENT**

Original Complaint Filed: September 26, 2023
 First Amended Complaint: November 27, 2023
 Trial: None set

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GODADDY.COM LLC and GODADDY
MEDIA TEMPLE, INC.

1 This “Class Action and PAGA Settlement Agreement” (“Agreement”) is made by and
2 between plaintiff David T. Atkins (“Plaintiff”) and GODADDY.COM LLC and GODADDY
3 MEDIA TEMPLE, INC. (“Defendants”). The Agreement refers to Plaintiff and Defendants
4 collectively as “the Parties,” or individually as “Party.”

5 **A. DEFINITIONS.**

6 1. “Action” means Plaintiff’s lawsuit alleging wage and hour violations against
7 Defendants captioned *David T. Atkins v. GoDaddy.com, LLC, et al.*, filed on September 26, 2023;
8 and First Amended Complaint adding PAGA Cause of Action filed on November 27, 2023, in Los
9 Angeles County Superior Court.

10 2. “Administrator” means Apex Class Action administrators (“Apex”), and Apex is the
11 neutral entity the Parties have agreed to appoint to administer the Settlement.

12 3. “Administration Costs” means the amount the Administrator will be paid from the
13 Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
14 Administrator’s “not to exceed” bid the parties have received from Apex for \$5,000.00.

15 4. “Aggrieved Employee” means all Class Members who worked during the PAGA
16 Period (i.e. the period from September 26, 2022 through April 30, 2025).

17 5. “Class” means all non-exempt, hourly individuals that worked for Defendants in
18 California during the Settlement Class Period (i.e. the period from September 26, 2019 through April
19 30, 2025).

20 6. “Class Counsel” means Emil Davtyan, David Yeremian and Alvin B. Lindsay and the
21 other attorneys of D.Law, Inc.

22 7. “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class
23 Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will request
24 approval from the Court of up to one-third of the Gross Settlement Amount, i.e. up to \$126,666.67.

25 8. “Class Counsel Litigation Expenses Payment” means the amount allocated from the
26 Gross Settlement Amount to Class Counsel for reimbursement of reasonable expenses and costs
27 incurred in the Action, not to exceed \$40,000.00. If Class Counsel Litigation Expenses Payment is
28 less than \$40,000.00, the difference will remain in the Net Settlement Amount to be distributed to

the Class Members.

9. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, email address, telephone number, Social Security number, hire dates, and termination dates.

10. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

11. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the “National Change of Address Database”, skip traces, and direct contact by the Administrator with Class Members.

12. “Class Notice” means the Court approved notice of settlement and hearing date for Final Approval, with a Spanish translation if the parties deem necessary, to be mailed to Class Members and incorporated by reference into this Agreement.

13. “Class Period” means the period from September 26, 2019 through April 30, 2025.

14. “Class Representative” means the named Plaintiff David T. Atkins, in the Action seeking Court approval to serve as a Class Representative.

15. “Class Representative Enhancement Award” means the payment to the Class Representative for initiating the Action and providing services in support of the Action, and Defendants agree not to object to a requested Enhancement Award of up to \$5,000.00 subject to Court approval.

16. “Court” means the Superior Court of California, County of Los Angeles.

17. “Defendants” mean named Defendants GODADDY.COM LLC and GODADDY MEDIA TEMPLE, INC.

18. “Defense Counsel” means Andrew B. Levin; Paloma P. Peracchio and Mitchell A. Wrosch of OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

19. “Effective Date” means the date when the Court enters Judgment upon Final Approval and the Judgment is final. The judgment is final when the Court’s final Judgment is entered in

addition to the Court’s Order granting final approval to the Settlement. If there is an objector and no appeal, the Effective Date will be 60 days after entry of final judgment. If there is an appeal, the Effective Date will be 60 days after it has been finalized. The Effective Date of Release for the Class and PAGA Releases will be when the Gross Settlement Amount has been fully funded in the Qualified Settlement Fund.

20. “Final Approval” means the Court’s order granting final approval of the Settlement.

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

22. “Gross Settlement Amount” means \$380,000.00 (Three Hundred Eighty Thousand Dollars with Zero Cents), which is the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph F below.

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

24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

25. “Judgment” means the judgment entered by the Court based upon the Final Approval.

26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

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

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

30. “Operative Complaint” means the operative “First Amended Complaint” filed in the Action on November 27, 2023.

31. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendants for at least a portion of one day during the PAGA Period.

32. “PAGA Period” means the period from September 26, 2022 through April 30, 2025.

33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

34. “PAGA Notice” means Plaintiff’s September 26, 2023 letter to LWDA (LWDA Case No. LWDA-CM-983971-23) and the Defendants providing notice pursuant to Labor Code section 2699.3, subd.(a).

35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$40,000.00), allocated 25% to the Aggrieved Employees (\$10,000.00) and 75% to LWDA (\$30,000.00) in settlement of PAGA claims.

36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Class portion of the Settlement.

37. “Plaintiff” means David T. Atkins, the named plaintiff in the Action.

38. “Preliminary Approval” means the Court’s order granting preliminary approval of the Settlement.

39. “Release Effective Date” means the date Plaintiff, Class Members, and Aggrieved Employees effectively release all claims against the Released Parties. For the Participating Class Members and Aggrieved Employees, the Release Effective Date occurs on the date after the Court enters Judgment and Defendants have fully funded the Settlement Fund, or if there is an objector, the date after any appeal period has passed, or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remitter and also after Defendants have fully funded the Gross Settlement Amount.

40. “Released Class Claims” means the class claims being released on the Release Effective Date and as described in Paragraph 66 below.

41. “Released PAGA Claims” means the PAGA claims being released on the Release Effective Date as described in Paragraph 67 below.

42. “Released Parties” means: Defendants and all of Defendants’ former and present officers, directors, subsidiaries, affiliates, shareholders, members, agents, attorneys, insurers, predecessors, successors, owners, and assigns.

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

44. “Response Deadline” means forty-five (45) days after the Administrator mails Class Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Class portion of the Settlement, or (b) fax, email, or mail his or her objection to the Settlement. Class Members to whom Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond when the Response Deadline has expired to provide an appropriate response.

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

46. “Workweek” means any week during which a Class Member worked for Defendants for at least a portion of one day, during the Class Period.

B. RECITALS.

47. On September 26, 2023, Plaintiff commenced the Action by filing a complaint alleging causes of action against Defendants for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime; (3) Meal Period Violations; (4) Rest Period Violations; (5) Violation of Labor Code §226(a); (6) Violation of Labor Code §221; (7) Violation of Labor Code §204; (8) Violation of Labor Code §203; (9) Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5; (10) Failure to Produce Requested Employment Records under Labor Code §§ 226, 1198.5; (11) Failure to Reimburse Necessary Business Expenses; and (12) Violation of Business & Professions Code §17200 *et seq.* On September 26, 2023, and pursuant to Labor Code §2699.3, subd.(a), Plaintiff gave timely notice to the LWDA and Defendants that Plaintiff intended to proceed with a representative

1 action under PAGA (LWDA-CM-983971-23). On November 27, 2023, after the 65-day statutory
2 period passed, Plaintiff filed his First Amended Complaint (Operative Complaint), which added
3 claims for penalties under PAGA, Labor Code §2698. Additionally, on September 27, 2023, Plaintiff
4 filed a separate action against Defendants in the Los Angeles County Superior Court, Case No.
5 23SMCV04561 (“Individual Action”); on behalf of himself for wrongful termination, disability
6 discrimination, failure to accommodate, failure to engage in interactive process, interference with
7 CFRA, retaliation in violation of FEHA and failure to prevent retaliation in violation of FEHA.

8 48. Defendants deny the allegations in the Operative Complaint, deny any failure to
9 comply with the laws identified in the Operative Complaint, and deny any and all liability for the
10 causes of action alleged.

11 49. On January 30, 2025, the Parties participated in a mediation presided over by respected
12 wage and hour mediator Steven Rottman and were able to reach an agreement on general settlement
13 terms.

14 50. In advance of mediation, Class Counsel conducted a thorough investigation into the
15 facts of, and applicable law to, the Action, including speaking to current and former employees of
16 Defendants regarding Defendants’ employment policies and practices. Plaintiff’s counsel provided
17 Defendants’ counsel with a comprehensive listing of informal discovery items required to
18 constructively mediate. Defendants responded by producing a 33% sampling of timekeeping and
19 corresponding payroll records from the 91 putative class members covering the period of September
20 26, 2019 through November 13, 2024. Prior to mediation, Plaintiff therefore obtained and analyzed
21 the production of time and payroll data for Class Members and the necessary policy documents
22 through informal discovery to properly evaluate the strengths and weaknesses of the claims and
23 engage in meaningful settlement discussions. Plaintiff’s investigation was sufficient to satisfy the
24 criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801
25 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008)
26 (“*Dunk/Kullar*”).

27 51. The Court has not granted class certification and the parties are stipulating to
28 conditional class certification for Settlement purposes only.

52. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

C. MONETARY TERMS.

53. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants will pay \$380,000.00 (Three Hundred Eighty Thousand Dollars with Zero Cents) to fully settle, resolve, and extinguish all claims asserted in the Action, including without limitation all claims asserted in the PAGA Notice. The Gross Settlement Amount is non-reversionary and does not include employer payroll taxes owed on the Wage Portion of the Individual Class Payments, which Defendants will pay separately.

54. Schedule for Payment of the Gross Settlement Amount: Defendants shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date. This is a non-reversionary Settlement in which Defendants are required to pay the entire Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendants. Defendants are separately and solely responsible for any employer payroll taxes owed as a result of this Settlement Agreement. Within thirty (30) days of the Effective Date, Defendants will deposit money, in an amount equal to the Gross Settlement Amount, to pay (1) the Settlement Class per the terms of the final settlement agreement, and (2) court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Costs, and Class Representative Enhancement Award, and (3) PAGA penalties to be paid to the LWDA and to the Aggrieved Employees into a Qualified Settlement Fund established by the Settlement Administrator.

55. Cure Period, Interest Clause: If Defendants fail to make any payment of the Gross Settlement Amount by the deadlines set forth in Paragraph 54 and pursuant to the Administrator's payment timeline, and such failure continues for more than thirty (30) days after written notice from the Administrator of such failure, then the unpaid portion of the Gross Settlement Amount due will incur interest at the statutory rate for a judgment for wage under California law. Any such interest accrued will be distributed pro rata to the Participating Class Members or otherwise as the Court

1 directs. Defendants shall have no power over transferred funds, or to alter the schedule set forth in
2 Paragraph 54 of this Agreement, absent court order. Any dispute between the Parties as to the
3 meaning and/or application of Paragraph 54 will be submitted to the Court. No interest will accrue
4 during the time that any Paragraph 54 issue is submitted to and is before the Court.

5 56. Payments from the Gross Settlement Amount. Subject to the terms and conditions of
6 this Agreement, the Administrator will make and deduct the following payments from the Gross
7 Settlement Amount in the amounts specified by the Court in the Final Approval:

8 56.1 To Plaintiff: A payment for the Class Representative Enhancement Award to the Class
9 Representative, David T. Atkins, of not more than \$5,000.00 (Five Thousand Dollars) in addition to
10 any Individual Class Payment and any Individual PAGA Payment the Class Representative is
11 entitled to receive as a Participating Class Member. Additionally, this payment is separate and apart
12 from the separate individual settlement Plaintiff reached with Defendants in the separate Individual
13 Action. Defendants will not oppose Plaintiff's request for a Class Representative Enhancement
14 Award that does not exceed the \$5,000.00 amount. As part of the motion for the Class Counsel Fees
15 Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any
16 Class Representative Enhancement Award. If the Court approves a Class Representative
17 Enhancement Award less than the amount requested, the Administrator will retain the remainder in
18 the Net Settlement Amount to be distributed to Participating Class Members. The Administrator will
19 pay the Class Representative Enhancement Award using IRS Form 1099. Plaintiff assumes full
20 responsibility and liability for employee taxes owed on the Class Representative Enhancement
21 Award.

22 56.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the
23 Gross Settlement Amount, that is up to \$ 126,666.67, and a Class Counsel Litigation Expenses
24 Payment for actual costs, not to exceed \$40,000.00. Defendants will not oppose requests for these
25 payments. Plaintiff and/or Class Counsel will file a motion requesting Class Counsel Fees Payment
26 and Class Counsel Litigation Expenses Payment no later than 16 (sixteen) court days prior to the
27 Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class Counsel
28 Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested,

the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members. Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion of Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

56.3 To the Administrator: An Administration Costs payment not to exceed \$5,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Costs are less or the Court approves payment of less than \$5,000.00, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members.

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

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

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

1 56.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
2 \$40,000.00 (Forty Thousand Dollars) will be paid from the Gross Settlement Amount, with 75%
3 (\$30,000.00) allocated to the LWDA PAGA Payment and 25% (\$10,000.00) allocated to the
4 Individual PAGA Payments. Aggrieved Employees cannot request exclusion.

5 56.5(a) The Administrator will calculate each Individual PAGA Payment by (a) dividing
6 the amount of the Aggrieved Employees' 25% share of PAGA Penalties of \$10,000.00 by the total
7 number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and
8 (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. Aggrieved
9 Employees assume full responsibility and liability for any taxes owed on their Individual PAGA
10 Payment.

11 56.5(b) If the Court approves PAGA Penalties of less than the amount requested, the
12 Administrator will allocate the remainder to the Net Settlement Amount to be distributed to
13 Participating Class Members. The Administrator will report the Individual PAGA Payments on IRS
14 1099 Forms.

15 **D. SETTLEMENT FUNDING AND PAYMENTS.**

16 57. Class Workweeks and Aggrieved Employee PAGA Pay Periods. Based on data
17 gathered in advance of mediation, it is estimated there were 91 Class Members who collectively
18 worked a total of **8,652** Workweeks from September 26, 2019, through January 30, 2025, and 65
19 Aggrieved Employees who worked a total of 1,725 PAGA Pay Periods from September 26, 2022
20 through January 30, 2025.

21 58. Class Data. Not later than thirty (30) days after the Court grants Preliminary Approval
22 of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a
23 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must
24 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and
25 for no other purpose, and restrict access to the Class Data to Administrator employees who need
26 access to the Class Data to effect and perform under this Agreement. Defendants have a continuing
27 duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member
28 identifying information and to provide corrected or updated Class Data as soon as reasonably

feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

59. Payments from the Gross Settlement Amount. The monies to be distributed to Participating Class Members (i.e. the Net Settlement Amount) and Aggrieved Employees shall be paid to them by the Administrator within 10 (ten) days following the receipt of the Gross Settlement Amount by the Settlement Administrator from Defendants.

60. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided ("Void Date"). The Administrator will cancel all checks not cashed by the Void Date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom the Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

61. The Administrator must conduct a Class Member Address Search for all Class Members whose checks are returned undelivered without a USPS forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

62. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled after the Void Date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the

name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

63. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

E. RELEASES OF CLAIMS. On the Release Effective Date, Plaintiff, Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

64. Plaintiff’s Release. With the exception of Plaintiff’s claims encompassed under the individual settlement agreement in the Individual Action, Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, releases and discharges Released Parties from all claims, transactions, or occurrences, that occurred during the Class Period, including all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and Plaintiff’s PAGA Notice (“Plaintiff’s Release”). Plaintiff’s Release does not extend to his claims in his individual lawsuit brought under the Fair Employment and Housing Act, California Family Rights Act, wrongful termination in violation of public policy, or related claims. Plaintiff’s Release also does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.

65. Plaintiff’s Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff’s Release and excluding the claims encompassed under Plaintiff’s Individual Action, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5 66. Release by Participating Class Members: All Participating Class Members, on behalf
6 of themselves and their respective former and present representatives, agents, attorneys, heirs,
7 administrators, successors, and assigns, release the Released Parties from those claims arising out of
8 or related to the allegations set forth in the Operative Complaint that arose during the Class Period,
9 including all statutes on which those claims are based in the Operative Complaint, including claims
10 for: failure to pay for all hours worked/compensation due for services, wages, minimum wages,
11 overtime, premium payments, meal periods, rest periods, pay reporting time pay; failure to provide
12 payment of wages during employment and payment of wages at termination; failure to maintain and
13 provide accurate and complete records; failure to reimburse for necessary business expenses; failure
14 to provide sick pay, COVID-19 sick pay, California sick pay, bonus pay, and any unpaid wages or
15 compensation related to any or all of the foregoing, which are based on the facts alleged in the
16 Action; restitution related to any or all of the foregoing, which are based on the facts alleged in the
17 Action; and any penalties, including statutory or civil penalties, related to any or all of the foregoing.
18 This release includes any and all claims pursuant to: California Labor Code §§ 90.5, 201, 202, 203,
19 204, 206.5, 210, 218.5, 221, 226, 226.2, 226.3, 226.7, 246, 248 *et. seq.*, 248.1, 248.2, 248.5, 432.5,
20 510, 512, 551, 552, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1198.5,
21 1199, 1198.5, 1199 and 2802; the Fair Labor Standards Act; California Business & Professions Code
22 § 17200 *et seq.*; California Code of Civil Procedure § 1021.5; and the California Industrial Welfare
23 Commission Wage Orders MW-2014 (collectively, the “Released Class Claims”). The Released
24 Class Claims apply to claims arising during the Class Period. Except as set forth in Paragraph 67 of
25 this Agreement, Participating Class Members do not release any other claims, including claims for
26 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
27 unemployment insurance, disability, social security, workers’ compensation, or claims based on
28 facts occurring outside the Class Period.

67. Release by Aggrieved Employees: All Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, the PAGA Notice, and ascertained in the course of the Action, including PAGA Penalties claims premised on: California Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.7, 227.3, 246, 248.1, 248.2, 248.5, 351, 354, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, 2810.5, 2698, and 2699, *et seq.*; failure to pay for all hours worked/compensation due for services, wages, minimum wages, overtime, premium payments, meal periods, rest periods, pay reporting time pay; failure to provide payment of wages during employment and payment of wages at termination; failure to maintain and provide accurate and complete records; failure to reimburse for necessary business expenses; failure to provide sick pay, COVID-19 sick pay, California sick pay, bonus pay, and any unpaid wages or compensation related to any or all of the foregoing, which are based on the facts alleged in the Action (“Released PAGA Claims”). The Released PAGA Claims apply to claims arising during the PAGA Period.

68. Release Effective Date: As of the Release Effective Date, as defined above, all Participating Class Members shall be enjoined from filing, joining or becoming a party, member or representative in any actions, claims, complaints, or proceedings in any state or federal court on an individual, representative, collective or class action basis, or from initiating any other proceedings regarding any of the Released Class Claims identified herein. In addition, upon the Release Effective Date, all eligible Aggrieved Employees shall be enjoined from filing, joining, or becoming a party, member or representative in any actions, claims, complaints, or proceedings in any state or federal court on an individual, representative, collective or class action basis, or from initiating any other proceedings to the extent such actions, claims, complaints, or proceedings are based on the Released PAGA Claims released through this Settlement

F. MOTION FOR PRELIMINARY APPROVAL. Plaintiff will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) within thirty (30) days of the

1 full execution of this Class Action and PAGA Settlement Agreement.

2 69. Defendants' Statement of Non-Opposition in Support of Preliminary Approval.

3 Defendants may file a statement of non-opposition in support of preliminary approval to be filed
4 with or after the Motion for Preliminary Approval documents.

5 70. Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining
6 Preliminary Approval, including: (i) a draft of the notice, memorandum in support, Motion for
7 Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request
8 for approval of the PAGA portion of the Settlement under Labor Code Section 2699, subd. (f)(2));
9 (ii) a draft proposed Preliminary Approval order; (iii) a draft proposed Class Notice, (iv) a signed
10 declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement
11 and attesting to its willingness to serve; competency; operative procedures for protecting the security
12 of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other
13 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
14 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
15 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and
16 disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or
17 the Administrator; (vi) a signed declaration from Class Counsel firm attesting to its competency to
18 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
19 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint
20 (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2));
21 and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or
22 the Administrator. In their declarations, Plaintiff and Class Counsel shall aver that they are not aware
23 of any other pending matter or action asserting claims that will be extinguished or adversely affected
24 by the Settlement.

25 71. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
26 responsible for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will
27 complete and file the Motion for Preliminary Approval within thirty (30) days, obtain the earliest
28 possible hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary

Approval no later than 16 (sixteen) court days before the hearing, unless otherwise ordered by the Court, and deliver the Court's Preliminary Approval to the Administrator.

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

G. SETTLEMENT ADMINISTRATION.

73. Selection of Administrator. The Parties have jointly selected Apex to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Costs. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

74. Employer Identification Number. The Administrator shall have and use its own employer identification number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

75. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a "Qualified Settlement Fund" ("QSF") under US Treasury Regulation section 468B-1 for the funding of the Gross Settlement Amount. Any interest that accrues on the Gross Settlement Amount sums paid into the QSF prior to distribution by the Administrator will become part of the Net Settlement Amount for distribution to Participating Class Members. The QSF will be fully funded in one payment as addressed above.

76. Notice to Class Members.

76.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator

1 shall notify Class Counsel that the list has been received and state the number of Class Members,
2 Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

3 76.2 Using best efforts to perform as soon as possible, and in no event later than 14
4 (fourteen) days after receiving the Class Data, the Administrator will send to all Class Members
5 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class
6 Notice with Spanish translation if the parties deem necessary substantially in the form attached to
7 this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar
8 amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class
9 Member, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts.
10 Before mailing Class Notice, the Administrator shall update Class Member addresses using the
11 National Change of Address Database.

12 76.3 Not later than five (5) calendar days after the Administrator’s receipt of any Class
13 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using
14 any forwarding address provided by the USPS. If the USPS does not provide a forwarding address,
15 the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to
16 the most current address obtained. The Administrator has no obligation to make further attempts to
17 locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second
18 time.

19 76.4 The deadlines for Class Members’ written objections, challenges to Workweeks and/or
20 PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen days (14)
21 days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members
22 whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline
23 with the re-mailed Class Notice.

24 76.5 If the Administrator, Defendants, or Class Counsel is contacted by or otherwise
25 discovers any persons who believe they should have been included in the Class Data and should
26 have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone,
27 and in good faith in an effort to agree on whether to include them as Class Members. If the Parties
28 agree, such persons will be Class Members entitled to the same rights as other Class Members, and

the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 (fourteen) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

77. Requests for Exclusion (Opt-Outs).

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

77.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice, so long as the Request for Exclusion is received within the time periods described in Paragraph 77.1. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

77.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' releases under Paragraphs 66 and 67 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

77.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to

1 object to the class action components of the Settlement. Because future PAGA claims are subject to
2 claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved
3 Employees are deemed to release the Released PAGA Claims identified in Paragraph 67 of this
4 Agreement and are eligible for an Individual PAGA Payment.

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

18 79. Objections to Settlement.

19 79.1 Only Participating Class Members may object to the class action components of the
20 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
21 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
22 and/or Class Representative Enhancement Award.

23 79.2 Participating Class Members may send written objections to the Administrator, by fax,
24 email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an
25 attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
26 Participating Class Member who elects to send a written objection to the Administrator must do so
27 not later than 45 (forty-five) days after the Administrator's mailing of the Class Notice (plus an
28 additional 14 (fourteen) days for Class Members whose Class Notice was re-mailed).

1 79.3 Non-Participating Class Members have no right to object to any of the class action
2 components of the Settlement.

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

5 80.1 Website, Email Address and Toll-Free Number. The Administrator will establish,
6 maintain and use an internet website to post information of interest to Class Members including the
7 date, time, and location for the Final Approval Hearing and copies of the Agreement, Motion for
8 Preliminary Approval, Preliminary Approval, Class Notice, Motion for Final Approval, motion for
9 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative
10 Enhancement Award, the Final Approval, and the Judgment. The Administrator will also maintain
11 and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes
12 and emails.

13 80.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
14 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than
15 five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
16 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and
17 other identifying information of Class Members who have timely submitted valid Requests for
18 Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members
19 who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion
20 submitted (whether valid or invalid).

21 80.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports
22 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices
23 mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or
24 invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received
25 and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments
26 (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity
27 of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
28

1 80.4 Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority
2 to address and make final decisions consistent with the terms of this Agreement on all Class Member
3 challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator's
4 decision shall be final and not appealable or otherwise susceptible to challenge.

5 80.5 Administrator's Declaration. Not later than 14 (fourteen) days before the date by which
6 Plaintiff is required to file the Motion for Final Approval, the Administrator will provide to Class
7 Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due
8 diligence and compliance with all of its obligations under this Agreement, including, but not limited
9 to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class
10 Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received
11 (both valid or invalid), the number of written objections and attach the Exclusion List. The
12 Administrator will supplement its declaration as needed or requested by the Parties and/or the Court.
13 Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

14 80.6 Final Report by Settlement Administrator. Within 10 (ten) days after the Administrator
15 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel
16 and Defense Counsel with a final report detailing its disbursements by employee identification
17 number only of all payments made under this Agreement. At least 15 (fifteen) days before any
18 deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense
19 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments
20 required under this Agreement. Class Counsel is responsible for filing the Administrator's
21 declaration in Court.

22 **F. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE**. Based on data gathered
23 through the January 30, 2025 mediation, it is estimated that there are 91 Class Members who
24 collectively worked a total of **8,652** Workweeks from September 26, 2019, through January 30,
25 2025. If it is determined that the total number of Workweeks is greater than **9,517** as of Preliminary
26 Approval (i.e. a 10% increase or more than 8,652 workweeks), the Gross Settlement Amount will
27 be increased by 1%, and will continue to increase by an additional 1% for each 10% increase in the
28 number of workweeks (e.g., a 20% increase in workweeks will trigger a 2% increase in the Gross

Settlement Amount). Alternatively, Defendants may elect to shorten the Class Period to stay within the ten percent cushion, i.e., 9,517 Workweeks. If this provision is triggered so as to increase the Gross Settlement Amount, the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one third of the Gross Settlement Amount after the upward adjustment required by this provision is implemented.

G. DEFENDANTS' RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds five percent (5%) of the total of all Class Members, Defendants may, but are not obligated, to elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be *void ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Administration Costs incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than twenty (20) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

H. MOTION FOR FINAL APPROVAL. Not later than 16 (sixteen) court days before the calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA portion of the settlement under Labor Code section 2699, subd. (l); a proposed Final Approval; and a proposed Judgment (collectively "Motion for Final Approval").

81. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

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

1 Court's decision to award less than the amounts requested for the Class Representative Enhancement
2 Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or
3 Administration Costs shall not constitute a material modification to the Agreement within the
4 meaning of this paragraph.

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

9 84. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
10 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
11 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
12 counsel, and all Participating Class Members who did not object to the Settlement as provided in
13 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment
14 and appellate proceedings, the right to file motions to vacate judgment, motions for new trial,
15 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to
16 oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations
17 to perform under this Agreement will be suspended until such time as the appeal is finally resolved
18 and the Judgment becomes final.

19 85. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
20 reviewing court vacates, reverses, or modifies the Judgment in a manner that requires a material
21 modification of this Agreement (including, but not limited to, the scope of release to be granted by
22 Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously
23 work together in good faith to address the appellate court's concerns and to obtain Final Approval
24 and Judgment, sharing, on a 50-50 basis, any additional Administration Costs reasonably incurred
25 after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class
26 Representative Enhancement Award, Class Counsel Fees Payment and/or Class Counsel Litigation
27 Expenses Payment shall not constitute a material modification of the Judgment within the meaning
28 of this paragraph, as long as the Gross Settlement Amount remains unchanged.

1 **I. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
2 Procedure §384, the Parties will work together in good faith to jointly submit a proposed amended
3 judgment.

4 **J. ADDITIONAL PROVISIONS.**

5 86. No Admission of Liability, Class Certification or Representative Manageability for
6 Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
7 Nothing in this Agreement is intended or should be construed as an admission by Defendants that
8 any of the allegations in the Operative Complaint has merit or that Defendants have any liability for
9 any claims asserted; nor should it be intended or construed as an admission by Plaintiff that
10 Defendants' defenses in the Action have merit. The Parties agree that class certification and
11 representative treatment is for purposes of this Settlement only. If, for any reason, the Court does
12 not grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right to
13 contest certification of any class for any reason, Defendants reserve all available defenses to the
14 claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds
15 available and to contest Defendants' defenses. The Settlement, this Agreement and Parties'
16 willingness to settle the Action will have no bearing on, and will not be admissible in connection
17 with, any litigation (except for proceedings to enforce or effectuate the Settlement and this
18 Agreement).

19 87. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants,
20 and Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they
21 and each of them will not disclose, disseminate and/or publicize, or cause or permit another person
22 to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly,
23 specifically or generally, to any person, corporation, association, government agency, or other entity
24 except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep
25 this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report
26 income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in
27 response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees
28 to immediately notify the other Party of any judicial or agency order, inquiry, or subpoena seeking

1 such information. Plaintiff, Class Counsel, Defendants, and Defense Counsel separately agree not
2 to, directly or indirectly, initiate any conversation or other communication, before the filing of the
3 Motion for Preliminary Approval, with any third party regarding this Agreement or the matters
4 giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that
5 effect. This paragraph does not restrict Class Counsel’s communications with Class Members in
6 accordance with Class Counsel’s ethical obligations owed to Class Members.

7 88. Further Confidentiality. Plaintiff and Class Counsel will not issue press releases,
8 reference the Action by party name, communicate with, or respond to any media or publication
9 entities, publish information in manner or form, whether printed or electronic, on any medium or
10 otherwise communicate, whether by print, video, recording, or any other medium, with any person
11 or entity concerning the Settlement, its terms or contents, and the negotiations underlying the
12 Settlement, except as shall be contractually required to effectuate the terms of the Settlement as set
13 forth herein.

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

19 90. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
20 together with its attached exhibits shall constitute the entire agreement between the Parties relating
21 to the Settlement, superseding any and all oral representations, warranties, covenants, or
22 inducements made to or by any Party.

23 91. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
24 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate
25 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its
26 terms, and to execute any other documents reasonably required to effectuate the terms of this
27 Agreement including any amendments to this Agreement.
28

1 92. Cooperation. The Parties and their counsel will cooperate with each other and use their
2 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
3 Agreement, submitting supplemental evidence and supplementing points and authorities as
4 requested by the Court. In the event the Parties are unable to agree upon the form or content of any
5 document necessary to implement the Settlement, or on any modification of the Agreement that may
6 become necessary to implement the Settlement, the Parties will seek the assistance of mediator
7 Steven Rottman for resolution.

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

12 94. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are
13 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
14 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part
15 10, as amended) or otherwise.

16 95. Modification of Agreement. This Agreement, and all parts of it, may be amended,
17 modified, changed, or waived only by an express written instrument signed by all Parties or their
18 representatives, and approved by the Court.

19 96. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
20 the benefit of, the successors of each of the Parties.

21 97. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
22 governed by and interpreted according to the internal laws of the State of California, without regard
23 to conflict of law principles.

24 98. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
25 of this Agreement. This Agreement will not be construed against any Party on the basis that the Party
26 was the drafter or participated in the drafting.

27 99. Confidentiality. To the extent permitted by law, all agreements made, and orders
28 entered during Action and in this Agreement relating to the confidentiality of information shall

survive the execution of this Agreement.

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

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

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

To Plaintiff:

D.LAW, INC.
David Yeremian
d.yeremian@d.law
Alvin B. Lindsay
a.lindsay@d.law
450 N. Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

To Defendants:

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
Andrew B. Levin, (SBN 307199)
andy.levin@ogletree.com
Esplanade Center III, Suite 800
2415 East Camelback Road
Phoenix, AZ 85016
Telephone: 602-778-3700
Facsimile: 602-778-3750

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
Paloma P. Peracchio, (SBN 259034)
paloma.peracchio@ogletree.com
400 South Hope Street, Suite 1200
Los Angeles, CA 90071
Telephone: 213-239-9800
Facsimile: 213-239-9045

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
Mitchell A. Wrosch, (SBN 262230)

1 mitchell.wrosch@ogletree.com
2 Park Tower, Fifteenth Floor
3 695 Town Center Drive
4 Costa Mesa, CA 92626
5 Telephone: 714-800- 7900
6 Facsimile: 714-754-1298

7 103. Execution in Counterparts. This Agreement may be executed in one or more
8 counterparts by facsimile, electronically (i.e. DocuSign), or by email which for purposes of this
9 Agreement shall be accepted as an original. All executed counterparts and each of them will be
10 deemed to be one and the same instrument if counsel for the Parties will exchange between
11 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
12 the existence and contents of this Agreement.

13 104. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
14 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree
15 that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date to bring
16 a case to trial under CCP section 583.310 for the entire period of this settlement process.

17 105. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.
18 Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by
19 Defendants in connection with the mediation, other settlement negotiations, or in connection with
20 the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
21 be used in any way that violates any existing contractual agreement, statute, or rule of court. Not
22 later than 90 days after the date when the Court discharges the Administrator's obligation to provide
23 a declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper
24 and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge
25 of the Administrator's obligation, Defendants make a written request to Class Counsel for the return,
26 rather than the destructions, of Class Data.

27 106. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
28 the Parties request that the Court first attempt to construe the provisions valid to the fullest extent
possible consistent with applicable precedents, so as to define all provisions of this Agreement valid
and enforceable.

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

7 ///

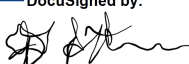
8 ///

9 ///

IT IS SO AGREED.

By the Parties:

DATED: 5/13/2025

DocuSigned by:

8D8CB15954894B5...

Plaintiff David T. Atkins

DATED: _____

Defendant, GODADDY.COM LLC.

By: _____

Position: _____

DATED: _____

Defendant, GODADDY MEDIA TEMPLE, INC.

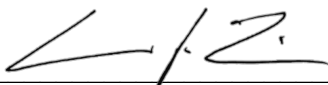
By: _____

Position: _____

Approved by counsel:

DATED: May 13, 2025

D.LAW, INC.

By:  _____

David Yeremian
Alvin Lindsay
Enoch Kim
Marta Manus
Counsel for Plaintiff David T. Atkins

DATED: _____, 2025

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

By: _____

Andrew B. Levin
Paloma P. Peracchio
Mitchell A. Wrosch
Attorneys for Defendants, GODADDY.COM LLC
and GODADDY MEDIA TEMPLE, INC.

IT IS SO AGREED.

By the Parties:

DATED: _____

Plaintiff David T. Atkins

DATED: 08-May-2025

— Signed by:

Jeannette Teckman

47EFB11134B541A...

Defendant, GODADDY.COM LLC.

By: Jeanette Teckman

Position: Deputy General Counsel - Compliance & Risk

DATED: 08-May-2025

Signed by:

Jeannette Teckman

47EFB11134B541A..

Defendant, GODADDY MEDIA TEMPLE, INC.

By: Jeanette Teckman

Position: Deputy General Counsel - Compliance & Risk

Approved by counsel:

DATED: _____, 2025

D.LAW, INC.

By: _____

David Yeremian

Alvin Lindsay

Enoch Kim

Marta Manus

Counsel for Plaintiff David T. Atkins

DATED: May 8, 2025

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

By: John J. [Signature]

Andrew B. Levin

Paloma P. Peracchio

Mitchell A. Wrosch

Attorneys for Defendants, GODADDY.COM LLC
and GODADDY MEDIA TEMPLE, INC.

EXHIBIT A

David T. Atkins v. GoDaddy.com, LLC, et al.
Los Angeles County Superior Court Case No. 23STCV23396 (“Court”)

A court has authorized this notice. This is not a solicitation.
Your legal rights are affected whether you act or do not act.

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT (“Notice”)

To: All persons employed by GODADDY.COM LLC and GODADDY MEDIA TEMPLE, INC. (“Defendants” or “GoDaddy”) in California as non-exempt hourly employees who worked for Defendant during the Class Period, which is September 26, 2019, through April 30, 2025 (the “Class”).

YOU MAY BE ELIGIBLE TO RECEIVE PAYMENT FROM THE CLASS ACTION AND PAGA SETTLEMENT DESCRIBED IN THIS NOTICE.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
You Can Do Nothing	If you do nothing and the Court grants final approval of the Settlement, you will become part of the Action and may receive a payment from the Settlement. You will be bound to the release of the Released Claims as defined in the Settlement Agreement and the Judgment. You will also give up your right to pursue the Released Claims as defined below.
You Can Change Your Contact and Address Information	Update your address with the Settlement Administrator to ensure your check is sent to the correct address.
You Can Opt Out of the Settlement	If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class Settlement, but not the PAGA Settlement. If the Court grants final approval of the Settlement, you will not receive a payment from the Net Settlement Amount, and you will not give up the right to sue Defendants and the Released Parties for the Released Claims as defined below. You will, however, receive the payment to which you are entitled, if any, from the PAGA Amount.
You Can Object to the Settlement	You may submit a legal objection to the proposed Settlement. If you would like to object, you may not opt out of the Settlement

- **YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE.**

BACKGROUND ON THE LAWSUIT

1. Why did I get this notice?

You received this notice because GoDaddy’s records identify you as someone who worked for GoDaddy in California as a non-exempt hourly employee at any time from September 26, 2019, through April 30, 2025, making you a “Class Member” during the “Class Period.” The Settlement will resolve all Class Members’ claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys General Act (“PAGA”). If you are a Class Member, you are also an “Aggrieved Employee” if you worked for Defendant in California as a non-exempt hourly employee at any time from September 26, 2022, through April 30, 2025 (“PAGA Period”).

The purpose of this notice is to explain the lawsuit, the pending Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court has already preliminarily approved the proposed Settlement and directed that you receive this notice. The Court will hold a final approval hearing (details provided below) to determine whether to finally approve the Settlement.

2. What is this Class and PAGA Lawsuit about?

Plaintiff, David T. Atkins (“Plaintiff” or “Class Representative”) initiated this wage and hour class and representative action against Defendant on September 26, 2023. Also, on September 26, 2023, Plaintiff sent a letter to the LWDA and Defendant advising of his PAGA claims (“PAGA Notice”). The First Amended Complaint filed on November 27, 2023 (“Operative Complaint”) alleges claims against Defendant for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime; (3) Meal Period Violations; (4) Rest Period Violations; (5) Violation of Labor Code §226(a); (6) Violation of Labor Code §221; (7) Violation of Labor Code §204; (8) Violation of Labor Code §203; (9) Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5; (10) Failure to Produce Requested Employment Records under Labor Code §§ 226, 1198.5; (11) Failure to Reimburse Necessary Business Expenses; and (12) Violation of Business & Professions Code §17200 *et seq.*; and (13) Penalties under PAGA, Labor Code § 2698 (the “Lawsuit”). Plaintiff’s class action and representative claims are on behalf of all current and former non-exempt hourly employees who worked for Defendants in California during the Class Period. Collectively, Plaintiff and Defendants are referred to as the “Parties.”

Defendants deny all allegations in the Lawsuit and contends that they have fully complied with the California Labor Code. The Settlement is not an admission of any wrongdoing by Defendants or an indication that any law was violated or that this case was suitable for class or representative treatment.

On January 30, 2025, through arms-length negotiations with an experienced wage and hour mediator, Steven Rottman, the Parties settled the Lawsuit (“Settlement”) subject to Court approval. The Settlement is memorialized in a “Class Action and PAGA Settlement Agreement” (“Agreement”).

3. Why is there a Settlement?

The Court has not decided in favor of Plaintiff or Defendants or made any decision as to whether this case could proceed on a class or representative basis. Instead, with the assistance of an experienced and neutral mediator, the parties successfully negotiated the Settlement to resolve the Lawsuit rather than continue the expensive and time-consuming process of litigation.

Plaintiff and his attorneys strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members and Aggrieved Employees.

4. Who are the Attorneys for the Parties?

Counsel for Plaintiff and the Class ("Class Counsel")

Emil Davtyan, Esq.
David Yeremian, Esq.
Alvin Lindsay, Esq.
D.LAW, INC.
450 North Brand, Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Fax: (818) 962-6469

Counsel for Defendants

Andrew B. Levin, Esq.
OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.
Esplanade Center III, Suite 800
2415 East Camelback Road
Phoenix, AZ 85016
Telephone: 602-778-3700
Facsimile: 602-778-3750

Paloma P. Peracchio, Esq.
OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.
400 South Hope Street, Suite 1200
Los Angeles, CA 90071
Telephone: 213-239-9800
Facsimile: 213-239-9045

Mitchell A. Wrosch, Esq.
OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.
Park Tower, Fifteenth Floor
695 Town Center Drive
Costa Mesa, CA 92626
Telephone: 714-800- 7900
Facsimile: 714-754-1298

THE TERMS OF THE SETTLEMENT

5. What is the Settlement Amount?

The proposed Settlement provides for a maximum payment of \$380,000.00 (the "Gross Settlement Amount"). From the Gross Settlement Amount, Class Counsel will apply to the Court for attorneys' fees of \$126,666.67 and up to \$40,000.00 in costs; a payment of up to \$5,000.00 to Plaintiff for his time and efforts to initiate and prosecute the Lawsuit ("Class Representative Service Payment"); \$30,000.00 to the California Labor Workforce Development Agency ("LWDA") out of \$40,000.00 allocated to PAGA penalties ("PAGA Penalties"); \$10,000.00 in Individual PAGA Payments to the Aggrieved Employees based on the number of pay periods worked during the PAGA Period ("PAGA Pay Periods"; and payment not to exceed \$5,000.00 to Apex Class Action ("Settlement Administrator") for settlement administration expenses ("Administration Costs"). The exact amount of the attorneys' fees, litigation costs, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval Hearing. The remaining portion of the Gross Settlement Amount ("Net Settlement Amount") is currently estimated to be approximately **\$163,333.33**. The Net Settlement Amount will be apportioned and paid out to Class Members who do not opt out from the Settlement ("Settlement Class Members") as individual payments based on the number of Workweeks worked during the Class Period ("Individual Class Payments").

Defendants shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than thirty (30) days after the Court grants final approval of the Settlement and enters judgment, or the date any appeal period runs if there is an objector, or if a timely appeal from the judgment is filed, the day after the appellate court affirms the judgment and issues a remittitur. Distribution of the Individual Class Payments to the Settlement Class Members

and Individual PAGA Payments to the Aggrieved Employees shall be paid to them by the Administrator within 10 (ten) days following the receipt of the Gross Settlement Amount by the Settlement Administrator from Defendants.

6. How will the Individual Settlement Payments to Settlement Class Members be calculated?

Settlement Class Members will receive Individual Class Payments as a proportional amount of the Net Settlement Amount. **A claim form is not required.** Class Members who opt out of the class portion of the Settlement will not receive an Individual Class Payment and will not be bound by the class portion of the Settlement.

Each Settlement Class Member's Individual Class Payment will be a pro-rata share of the Net Settlement Amount based on the number of workweeks worked during the Class Period ("Workweeks"). The Settlement Administrator will calculate the total Workweeks for all Settlement Class Members. The respective Workweeks for each Settlement Class Member will be divided by the total Workweeks for all Settlement Class Members, resulting in the pro-rata share of the Net Settlement Amount that each Settlement Class Member would be entitled to.

All Individual Class Payments to Settlement Class Members shall be allocated as follows for tax purposes: 20% of each Individual Class Payment will be allocated to the settlement of wage claims (the "Wage Portion") and 80% of each Individual Class Payment will be allocated to the settlement of claims for interest and penalties (the "Non-Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. The Non-Wage Portion is not subject to wage withholdings and will be reported on an IRS 1099 Form. The Settlement Administrator will be responsible for issuing to Settlement Class Members an IRS Form W-2 for amounts deemed wages and an IRS Form 1099 for the amounts deemed penalties and interest. Settlement Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

Your total estimated Workweeks is [REDACTED]. Based on that, your anticipated approximate Individual Class Payment is [REDACTED].

7. How will the PAGA Penalties be allocated to the LWDA and Aggrieved Employees?

The Parties will ask the Court to approve \$40,000.00 in PAGA Penalties for claims of civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties, or \$30,000.00, will be paid to the LWDA ("LWDA PAGA Payment"). The remaining 25% of the PAGA Penalties, or \$10,000.00, will be paid to Aggrieved Employees ("Individual PAGA Payment").

No claim form is required to receive an Individual PAGA Payment. Because Aggrieved Employees cannot opt out of the PAGA portion of the Settlement, Aggrieved Employees will receive an Individual PAGA Payment and be bound by the PAGA portion of the Settlement even if they opt out of the Class portion of the Settlement.

Each Aggrieved Employee's Individual PAGA Payment will be a pro-rata share of the 25% (\$10,000.00) of the PAGA Penalties to be distributed to Aggrieved Employees. Individual PAGA Payments will be based on the number of PAGA Pay Periods that each Aggrieved Employee worked for Defendant during the PAGA Period as a proportion of all PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. For tax purposes, 100% of the Individual PAGA Payments will be allocated as penalties for which an IRS Form 1099 will be issued, if required by law.

Your total estimated Pay Periods is [REDACTED]. Based on that, your anticipated Individual PAGA Payment is [REDACTED].

HOW TO GET A PAYMENT

8. How can I get a settlement payment?

If you do nothing, you will automatically receive your Individual Class Payment and Individual PAGA Payment (if any) after the Court's approval of the Settlement becomes final. You must notify the Settlement Administrator of any change in your name, mailing address, and/or telephone number if the information shown on this is not correct.

It is your responsibility to keep the Settlement Administrator informed of any change in your address. Settlement payments will be mailed to the last known address the Settlement Administrator has on file for you. You can contact the Settlement Administrator by U.S. Mail, email, or phone at [REDACTED] if you need to update contact information.

9. What do I do if I believe my Workweeks and/or PAGA Pay Periods are incorrect?

If you believe the Workweeks and/or PAGA Pay Periods above are not correct, you may send a letter to the Settlement Administrator indicating what you believe to be the correct information. Your letter must be postmarked on or before [REDACTED], 2025. *[45 days within mailing of Notice]* You should include any documents or other information which supports what you believe to be the number of Workweeks and/or PAGA Pay Periods you worked. The Settlement Administrator will resolve any dispute regarding these issues based on Defendant's records and any information you provide.

10. When can I expect to receive a settlement check?

Individual Class Payments and Individual PAGA Payments will be mailed to Settlement Class Members and Aggrieved Employees approximately 40 days after the Court's approval of the Settlement becomes final.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks that remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Settlement Class Member and/or Aggrieved Employee who did not cash his or her settlement check. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately.

WHAT HAPPENS IF THE COURT APPROVES THE SETTLEMENT

11. Settlement Release

If the Court approves this Settlement and unless you exclude yourself from the Class portion of the Settlement, you will become a Settlement Class Member will release the claims identified below. Any Settlement Class Member who requests to be excluded from the Class Settlement will not be entitled to any Individual Settlement Payment and will not be bound by the terms of the Class Settlement or have any right to object, appeal or comment thereon.:

Release by Settlement Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from those claims arising out of or related to the allegations set forth in the Operative Complaint that arose during the Class Period, including all statutes on which those claims are based in the Operative Complaint, including claims for: failure to pay for all hours worked/compensation due for services, wages, minimum wages, overtime, premium payments, meal periods, rest periods, pay reporting time pay; failure

to provide payment of wages during employment and payment of wages at termination; failure to maintain and provide accurate and complete records; failure to reimburse for necessary business expenses; failure to provide sick pay, COVID-19 sick pay, California sick pay, bonus pay, and any unpaid wages or compensation related to any or all of the foregoing, which are based on the facts alleged in the Action; restitution related to any or all of the foregoing, which are based on the facts alleged in the Action; and any penalties, including statutory or civil penalties, related to any or all of the foregoing. This release includes any and all claims pursuant to: California Labor Code §§ 90.5, 201, 202, 203, 204, 206.5, 210, 218.5, 221, 226, 226.2, 226.3, 226.7, 246, 248 *et seq.*, 248.1, 248.2, 248.5, 432.5, 510, 512, 551, 552, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 1198.5, 1199 and 2802; the Fair Labor Standards Act; California Business & Professions Code § 17200 *et seq.*; California Code of Civil Procedure § 1021.5; and the California Industrial Welfare Commission Wage Orders MW-2014 (collectively, the “Released Class Claims”). The Released Class Claims apply to claims arising during the Class Period. Except as set forth in Paragraph 67 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

12. What PAGA Claims are released by this Settlement?

Release by Aggrieved Employees: All Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, the PAGA Notice, and ascertained in the course of the Action, including PAGA Penalties claims premised on: California Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.7, 227.3, 246, 248.1, 248.2, 248.5, 351, 354, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, 2810.5, 2698, and 2699, *et seq.*; failure to pay for all hours worked/compensation due for services, wages, minimum wages, overtime, premium payments, meal periods, rest periods, pay reporting time pay; failure to provide payment of wages during employment and payment of wages at termination; failure to maintain and provide accurate and complete records; failure to reimburse for necessary business expenses; failure to provide sick pay, COVID-19 sick pay, California sick pay, bonus pay, and any unpaid wages or compensation related to any or all of the foregoing, which are based on the facts alleged in the Action (“Released PAGA Claims”). The Released PAGA Claims apply to claims arising during the PAGA Period.

“Released Parties” means Defendant and all of Defendant’s former and present officers, directors, subsidiaries, affiliates, shareholders, members, agents, attorneys, insurers, predecessors, successors, owners, and assigns.

EXCLUDING YOURSELF FROM THE CLASS SETTLEMENT

13. How do I opt out of the Class portion of the Settlement?

If you do not wish to take part in the Settlement, you may exclude yourself by providing a signed and dated letter to the Settlement Administrator requesting to be excluded. The letter must include the case name, case number, your full name, current address, and email address, and must be signed by you and faxed, emailed, or postmarked on or before [REDACTED], 2025. [45 days within mailing of Notice] Opt-out requests faxed, emailed, or postmarked after the deadline will be invalid.

Settlement Administrator: Apex Class Action

Email Address:

Mailing Address:

Telephone:

Fax Number:

Any Settlement Class Member who requests to be excluded from the class portion of the Settlement will not be entitled to any Individual Settlement Payment and will not be bound by the terms of the class portion of the Settlement or have any right to object, appeal or comment thereon.

You cannot opt out of the PAGA portion of the Settlement. Settlement Class Members who opt out of the Class portion of the Settlement will still be bound by the PAGA portion of the Settlement and will receive an Individual PAGA Payment.

OBJECTING TO THE SETTLEMENT

14. How do I object to the Settlement?

Settlement Class Members who do not submit a valid and timely Request for Exclusion may object to the class portion of the Settlement by submitting a completed and timely written objection (“Notice of Objection”) to the Settlement Administrator or by presenting an objection orally at the Final Approval Hearing, provided you notify the Court of your intention to appear at the hearing. The Notice of Objection must: (1) contain the case name and number; (2) contain the full name, address, signature, and telephone number of the Class Member; (3) contain the identification of any attorney that represents the objector with respect to the objection; (4) contain a written statement of all grounds for the objection; (5) attach copies of any papers, briefs, or other documents upon which the objection is based; and (6) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. Participating Class Members who fail to object by submitting a Notice of Objection by the Response Deadline or by presenting their objection at the Final Approval Hearing will be deemed to have waived all objections to the class portion of the Settlement and will be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement Agreement. Defendants’ counsel and Class Counsel may file written responses to objections at least five (5) court days before the Final Approval Hearing and may respond orally to objections at the Final Approval Hearing.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing, as explained below. Class Members who opt out from the Class portion of the Settlement have no right to object to the Settlement.

THE COURT’S FINAL APPROVAL HEARING

15. When and where will the Court decide whether to grant final approval of the Settlement?

The Court will hold a “Final Approval Hearing” in Department 10 of the Los Angeles County Superior Court located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012 on [REDACTED] 2025, at ___ p.m. At this hearing, the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the Class Counsel’s request for attorneys’ fees and costs, the Class Representative Service Payment, and the Administration Costs.

The Court may reschedule the Final Approval Hearing without further notice to Class Members. You can also check the Los Angeles County Superior Court website at <https://www.lacourt.org/CivilCalendar/ui/mainpanel.aspx?CaseType=general> for changes to the hearing schedule.

16. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you timely submit a written objection, you don’t have to come to Court to talk about it but you may. You may also hire and pay your own lawyer to attend if you so desire.

GETTING MORE INFORMATION

17. Whom may I contact if I have questions about the Settlement?

You may contact Class Counsel at the contact information listed above in Paragraph 4 if you have any questions about the Settlement. You may also contact the court-appointed Settlement Administrator, Apex Class Action, using its contact information provided above.

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

EXHIBIT 2

September 26, 2023

VIA ON-LINE SUBMISSION ONLY TO:

<https://dir.tfaforms.net/128>

Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

VIA CERTIFIED MAIL TO:

(by certified mail to GoDaddy.com, LLC; GoDaddy Media Temple, Inc.)

GoDaddy.com, LLC
2155 East GoDaddy Way
Tempe, AZ 85284
Certified Mail Tracking Number: 9414 8112 0620 3602 7935 23

CSC - Lawyers Incorporating Service
Agent for Service of Process for GoDaddy.com, LLC
2710 Gateway Oaks Drive
Sacramento, CA 95833
Certified Mail Tracking Number: 9414 8112 0620 3602 7951 38

GoDaddy Media Temple, Inc.
2155 East GoDaddy Way
Tempe, AZ 85284
Certified Mail Tracking Number: 9414 8112 0620 3602 7927 31

CSC - Lawyers Incorporating Service
Agent for Service of Process for GoDaddy Media Temple, Inc.
2710 Gateway Oaks Drive
Sacramento, CA 95833
Certified Mail Tracking Number: 9414 8112 0620 3602 7986 65

**Re: Labor Code § 2698, *et seq.* Penalties
PAGA Notice Letter to LWDA
David T. Atkins v. GoDaddy.com, LLC, et al.
Superior Court for the County of Los Angeles**

Gentlepersons:

This office represents David T. Atkins (“Plaintiff”) and other similarly aggrieved individuals employed as non-exempt, hourly employees employed by Defendants in California during the relevant period (collectively “Aggrieved Employees”) for, *inter alia*, violations of California Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 246, 248.1, 248.2, 248.5, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, 2698, and 2699, *et seq.*; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq.*



The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et. seq.* (“the Act”). Plaintiff would like to bring a representative action, pursuant to the Act, on behalf of himself and all other similarly situated Aggrieved Employees, and the State of California, against Defendants GoDaddy.com, LLC, GoDaddy Media Temple, Inc., and Does 1 through 50 inclusive (all defendants being referred to herein collectively as “Defendants”).

Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along with Plaintiff’s Class Action Complaint, which is attached to this Notice letter. The Complaint is being concurrently filed in Los Angeles County Superior Court, and will be assigned a local case number. The Complaint allegations and claims are incorporated into this Notice Letter.

We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiff and all of their Aggrieved Employees in California. The attached Class Action Complaint provides the details of Plaintiff’s class-wide claims and representative claims under the Act, and the applicable California law governing them. It, along with this Notice Letter, addresses in detail numerous violations that subject Defendants to civil and statutory penalties under the Act.

Relevant Facts

Plaintiff and the Aggrieved Employees (“Aggrieved Employees”) worked as hourly, non-exempt Employees for Defendants, including as care support guides, customer service representatives and in related positions pertaining to providing billing and technical support services to Defendants’ customers. Plaintiff, and upon information and belief the other Aggrieved Employees were required to perform customer service-related work tasks remotely and based out of Defendants’ facilities and locations in California. Plaintiff was employed by Defendants as a Care Support Guide with duties that included taking customer service calls and providing customers with billing and technical support.

Defendant GODADDY.COM, LLC is a Delaware limited liability company which lists its principal address with the California Secretary of State in Tempe, Arizona and does not list a California office. It lists its type of business as “Internet Product and Services.” Defendant GODADDY.COM, LLC is listed as the employer on wage statements issued to Plaintiff by Defendants on a bi-weekly basis, and upon information and belief to other Aggrieved Employees, with the same Tempe, Arizona address. Its website explains that: “With nearly 20 years in the industry, we have the experience, the technology and the hosting experts to help web designers, developers, bloggers and online businesses create and maintain their online presence. Our secure web hosting platform, complete with cPanel, offers a 99.9% uptime guarantee and award-winning support, which has helped nearly 21+ million customers get online.” Plaintiff worked for Defendants remotely from West Hollywood, California, and Defendants maintain operations based out of locations throughout Los Angeles County and California.



Defendant GODADDY MEDIA TEMPLE, INC. is a California corporation which lists its principal address with the California Secretary of State in Tempe, Arizona and does not list a California office. It lists its type of business as “Internet Product and Services & Related Services.” Defendant GODADDY MEDIA TEMPLE, INC. was listed as the employer on wage statements issued to Plaintiff by Defendants on a bi-weekly basis, and upon information and belief to other Aggrieved Employees, with the same Tempe, Arizona address. Defendant GODADDY MEDIA TEMPLE, INC. is the amended name of Media Temple, Inc., which, on information and belief, was acquired by DEFENDANT GODADDY.COM, LLC and renamed GODADDY MEDIA TEMPLE, INC. Plaintiff worked remotely from his home in West Hollywood, California for both Defendants as joint or sequential employers, and Defendants maintain operations based out of locations throughout Los Angeles County and California.

Plaintiff and the other similarly Aggrieved Employees worked at Defendants’ behest without being paid all wages due and without being provided all required breaks. More specifically, Plaintiff and the other Aggrieved Employees were employed by Defendants and shared similar job duties and responsibilities, were subjected to the same policies and practices, and endured similar violations at the hands of Defendants as the other Aggrieved Employees who served in similar and related positions.

Defendants failed to pay Plaintiff and the Aggrieved Employees at the appropriate rates for all hours worked, failed to pay at the appropriate rates for all holiday premiums and sick pay, failed to pay all wages due and owing at termination or resignation, and provided Plaintiff and the Aggrieved Employees with inaccurate wage statements that prevented them from learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and the Class with meal period and rest break premiums at the appropriate rates when Employees were required to remain under Defendants’ control and were not provided with the opportunity to take full uninterrupted, timely, and duty-free rest periods and meal breaks, as required by the Labor Code and the applicable paragraphs of the IWC Wage Orders.

During the course of Plaintiff and the Aggrieved Employees’ employment with Defendants, they were not paid all wages they were owed, or were not paid at the correct rates. This has resulted in systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders. Upon information and belief, Defendants employ other non-exempt, hourly employees as customer services-related workers based out of Defendants’ facilities and locations in California and remotely throughout California.

Plaintiff worked as a Care Support Guide for Defendants, which included answering phone calls from Defendants’ domestic and global customers and providing them billing and technical support. As part of Defendants’ compensation scheme, Plaintiff and Aggrieved Employees received nondiscretionary bonuses, in addition to their regular hourly rate. These bonuses were part of an incentive plan designed to reward Employees for good customer service.

Plaintiff generally worked 40 hours a week or more, for five shifts per week with scheduled hours from 7:00 a.m. through 3:30 p.m. Plaintiff worked different shift schedules and hours as



required, and often incurred overtime. Defendants failed to pay all overtime wages owed including by requiring off the clock work before and during shifts, but Defendants would pay some overtime compensation. However, if and when they did, Defendants failed to pay the overtime compensation at the required rate by failing to include all forms of remuneration received in a given pay period, including non-discretionary bonuses, in the regular rate used to calculate and pay the overtime.

Due to the volume of work Defendants required from them, Plaintiff and the Aggrieved Employees were also compelled to endure meal period and rest break violations. In some instances when Defendants provided improper meal or rest breaks, they would pay some meal period and rest break premiums. However, if and when they did, Defendants failed to pay meal period and rest break premiums at the required rate by failing to include non-discretionary bonuses in the regular rate used to calculate and pay the premiums. As meal period and rest break premium payments are a form of wages, this further evidences Defendants' failure to pay wages for all hours worked and at the appropriate regular and overtime rates. This systematic underpayment of wages occurred, upon information and belief, in connection with the other similarly situated Aggrieved Employees who were paid a bonus or other form of remuneration other than hourly wages and received a meal or rest break premium payment in the same pay period.

Upon information and belief, Defendant similarly miscalculated the sick time paid to Plaintiff and the other Aggrieved Employees by failing to include all forms of remuneration in the regular rate upon which sick time was calculated and paid. Additionally, Defendants paid Plaintiff and upon information and belief the other Aggrieved Employees certain holiday premiums, but failed to include that premium in the regular rate used to pay meal and rest break penalty premiums and to calculate and pay overtime in those pay periods.

Plaintiff was therefore not paid for all his hours worked, for meal and rest break premiums wages, for holiday premiums and sick time at the required minimum, overtime and double time wage rates due to Defendants' policy and practice of failing to include all forms of remuneration in the regular rate of calculation and pay. Defendants thus systematically underpaid Plaintiff and the Aggrieved Employees by failing to pay them at the required overtime rates for all hours over eight in a work shift or over forty in a work week, and all hours over twelve in a day at the required double time rate. Defendants also underpaid Plaintiff and the Aggrieved Employees by failing to pay them at the required rates for meal and rest break premiums, holiday premiums, and sick time, which in turn has also led to systematic derivative violations, including for failure to provide accurate itemized wage statements and pay all wages upon termination or resignation. Upon information and belief, the Aggrieved Employees were bound by similar scheduling and work policies and endured similar violations at Defendants' hands as Plaintiff.

Defendants have either failed to maintain timekeeping records for Plaintiff that would permit Plaintiff to discover the nature and extent of the work Defendants required and the actual hours Plaintiff worked or the breaks he received or have otherwise declined to produce them to Plaintiff in response to a timely and lawful records request. By failing to pay for all hours



worked, and by failing to record accurate meal period beginning and ending times, Defendants have committed knowing and intentional ongoing violations of the record keeping requirements under the Labor Code, including section 1174. Additionally, to the extent Defendants paid overtime, meal and rest break premiums, holiday premiums, and sick time, it was underpaid as addressed above or Defendants failed to include all forms of remuneration in the regular rate used to calculate and pay these wages, thus resulting in further underpayment of wages earned by Plaintiff and the Aggrieved Employees

The failure to pay for all hours worked and underpayment of wages to Plaintiff and the Aggrieved Employees is and has been a direct consequence of Defendants' unlawful compensation policies and practices, which upon information and belief applied uniformly to the Aggrieved Employees working at Defendants' locations and facilities. As a result of the above-described regular rate miscalculation, the failure to accurately record all hours worked and pay wages at the correct rates, and the off the clock hours and other wage violations they endured at Defendants' hands, Plaintiff and the Aggrieved Employees were not properly paid all wages earned and all wages owed to them by Defendants, including when they worked for more than eight hours in any given day and/or more than forty hours in any given week.

Therefore, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees for all hours worked and failing to pay minimum wages for all time worked, as required by California law. Also, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees overtime compensation at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC Wage Orders.

Defendants also failed to provide Plaintiff and the Aggrieved Employees with their required meal periods and the at least two ten-minute rest breaks required for scheduled shifts of eight hours. Demanding workloads contributed to Defendants' common policy of failing to provide lawful meal periods to Plaintiff and the Aggrieved Employees, as required under the Labor Code and Paragraph 11 of the IWC Wage Order(s). Defendants similarly systematically failed to authorize and permit Plaintiff and the Aggrieved Employees to take all required 10-minute rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).

Defendants failed to provide duty-free meal periods of at least 30 uninterrupted minutes during Plaintiff's work shifts. Plaintiff and the Aggrieved Employees generally worked shifts that entitled them to receive at least one meal period and two rest breaks. However, Defendants failed to provide all required meal periods and rest breaks to them. Defendants' uniformly applied policies and practices systematically failed to provide required duty-free meal periods to Plaintiff and the Aggrieved Employees. Defendants in fact made little or no effort to even schedule or otherwise provide the opportunity for Aggrieved Employees to take at least one meal period on their work shifts of eight hours or more.



To the extent Defendants ever did provide Aggrieved Employees with the opportunity to take meal periods, upon information and belief they were often untimely or for less than 30 minutes, and they were invariably interrupted by work and customer demands or Plaintiff was required to remain standing by to respond to them. Given the constant and ongoing job and customer demands he faced, Plaintiff's meal periods would occasionally be interrupted, delayed or shortened. By uniformly requiring Plaintiff and the Aggrieved Employees to prioritize work over meal periods, Defendants committed systematic and ongoing meal break violations.

Defendants appear to recognize and accept their unlawful policies, as Plaintiff's wage statements evidence Defendant paying meal period premium payments under Labor Code § 226.7 to Plaintiff. As addressed above, Defendants committed similar and ongoing violations by failing to include all forms of remuneration, including bonuses and premium payments to Plaintiff and the Aggrieved Employees, in the regular hourly rate at which they paid the premiums.

As a result, Defendants' failure to provide Plaintiff and the Aggrieved Employees with all legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest periods is and will be evidenced by Defendants' business records, or lack thereof. Defendants have either failed to maintain required records of when meal periods were actually provided or failed to produce them in response to Plaintiff's timely and lawful requests, or else maintained inaccurate and incomplete records. Defendants also failed to pay Employees "premium pay," i.e. one hour of wages at each Employee's effective hourly rate of pay, for each meal period or rest break that Defendants failed to provide or deficiently provided. Upon information and belief, if and when Defendants did pay any meal period premiums, they failed to include all forms of remuneration in the regular rate used to calculate and pay it.

Defendants also failed to authorize and permit Plaintiff and the Aggrieved Employees to take duty-free, net ten minute rest breaks for every four hours of shift work, or major fraction thereof. There were similar issues with the required net ten-minute rest breaks that Plaintiff and the Aggrieved Employees were unable to take as with meal periods. Defendants made no efforts or provided no emphasis on authorizing and permitting Employees to take net ten-minute rest breaks for every four hours of work.

To the extent Defendants ever did provide Aggrieved Employees with the opportunity to take rest breaks, upon information and belief they were often untimely or for less than ten minutes, and they were invariably interrupted by work and customer demands or Plaintiff was required to remain standing by to respond to them. Given the constant and ongoing job and customer demands he faced, Plaintiff's rest breaks would occasionally be interrupted, delayed or shortened. By uniformly requiring Plaintiff and the Aggrieved Employees to prioritize work over rest break, and to remain under Defendants' control during any breaks they did take, Defendants committed systematic and ongoing rest break violations. Defendants' management did not emphasize the requirement to provide at least one ten-minute duty-free rest period for each four-hour duty period, or major fraction thereof. If and when Aggrieved Employees were permitted to take a ten-minute rest break on a shift, they were not permitted to take a second one or a third one or any breaks were untimely or impermissibly



shortened. Further violations occurred as Plaintiff and the Aggrieved Employees were required to remain under Defendants' control by Defendants' requirement that they remain ready to respond to work requirements and instructions and job demands. Therefore, Defendants failed to authorize and permit Aggrieved Employees to take all their required rest breaks.

Defendants' policies and practices thus systematically deny and denied Plaintiff and the Aggrieved Employees full, duty-free ten-minute rest periods and thirty-minute, duty-free meal periods. The California Supreme Court has instructed that the rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods. That is, during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time. Plaintiff and the Aggrieved Employees were and are under Defendants' control when they are working through rest breaks, and Defendants failed to schedule or account for required first, second, and third rest breaks during the shifts Plaintiff and the Aggrieved Employees generally worked.

Plaintiff and the Aggrieved Employees were not authorized and permitted to take lawful rest periods, were systematically required by Defendants to work through or during breaks, and were not provided with one hour's wages in lieu thereof. They were required to remain on duty during breaks or portions of their breaks, thus making them either untimely or shortened and on-duty under Defendants' policies and practices. Upon information and belief, they were also not provided with one hour of regular rate compensation for any unprovided or unlawfully provided rest breaks, but to the extent they ever were, Defendants miscalculated the regular rate of compensation and underpaid the premiums as with meal periods.

Defendants also had a common policy and/or practice of unlawfully collecting or deducting wages from Aggrieved Employees. Defendants have thus consistently violated Labor Code § 221 by unlawfully collecting or deducting the Aggrieved Employees' earned wages, including by requiring off the clock work during breaks and before and after work shifts and by miscalculating the regular rate and accordingly underpaying overtime wages, meal and rest break premiums, holiday premiums and sick pay. By not compensating Employees for all hours worked at the correct rates, Defendants unlawfully deducted wages earned by and owed to Plaintiff and the Aggrieved Employees, in violation of Labor Code § 221.

Defendants have also consistently failed to provide Aggrieved Employees with timely, accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws, including by the failure to pay all overtime, failure to pay premium wages for unprovided or otherwise unlawful meal and rest breaks, failure to pay all sick pay, and by miscalculating the regular rate used to pay overtime wages, meal and rest break premiums, holiday premiums, and sick pay. Defendants have also made it difficult to account with precision for the unlawfully withheld wages and meal and rest period compensation owed to Plaintiff and the Aggrieved Employees, during the liability period, because they did not implement and preserve a record-keeping method as required for non-exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable California Wage Orders. Upon information and belief, time clock punches were not maintained or were not accurately maintained for work shifts



and meal periods. Defendants also failed to accurately record and pay for all regular and overtime hours worked by Plaintiff and the Aggrieved Employees.

Defendants also provided Plaintiff and the Aggrieved Employees with wage statements that failed to accurately report all hours worked and applicable hourly rates for all hours worked. For the same reasons as explained above, Plaintiff and the Aggrieved Employees were provided with unlawful wage statements that failed to reflect all hours worked and failed to pay for all overtime hours or failing to pay overtime wages at the correct overtime premium rate, and Defendants miscalculated meal and rest break premiums, holiday premiums and sick time if and when they did pay them. Defendants followed this unlawful policy and practice even though both Plaintiff and Defendants were aware that Plaintiff and Aggrieved Employees worked more total hours than were reflected on the wage statements, including overtime hours, and were underpaid by regular rate miscalculation. Plaintiff and the Aggrieved Employees were unable to discern from their wage statements alone the actual hours they worked in total during a pay period and the rates they were paid for those hours worked.

Defendants have thus also failed to comply with Labor Code § 226(a) by issuing wage statements that inaccurately reported total hours worked and total wages earned by Plaintiff and the Aggrieved Employees, along with the appropriate applicable rates, among other requirements. Plaintiff and Aggrieved Employees are therefore entitled to penalties not to exceed \$4,000.00 for each employee pursuant to Labor Code § 226(b). Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain accurate time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees.

Defendants failed to pay all overtime premium wages owed for work conducted on a work shift and a workday or failed to pay it at the correct rate, and also failed to pay meal and rest break premiums, holiday premium and sick time at the correct rate, as addressed above. Also, when Plaintiff's employment with Defendants terminated, he was not provided with his final pay in a timely manner. Therefore, from at least three or four years prior to filing this lawsuit and continuing to the present, Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to Plaintiff and other Aggrieved Employees at the time of their termination or within seventy-two hours of their resignation, as required by California wage-and-hour laws. Defendants also failed to pay all wages owed to those Aggrieved Employees at the time they were terminated or otherwise separated from employment.

Plaintiff has requested records from Defendants and they have failed to constructively respond or to fully respond. Therefore, Plaintiff also asserts that Defendants have had a consistent policy of denying Plaintiff and Aggrieved Employees the right to inspect and receive all of their payroll records, timecards, and personnel records.



Defendants also violated California Labor Code § 246 by not providing all required paid sick days paid at the correct rates to Plaintiff and Aggrieved Employees. Labor Code § 246 provides that an Employee who “works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section.” Paid sick time for nonexempt employees shall be calculated in the same manner as the regular pay rate for the workweek in which the employee uses the paid sick time. Defendants failed to provide Plaintiff and the other similarly Aggrieved Employees with all their required and earned sick days paid at the correct rate of pay, in violation of Labor Code § 246.

Additionally and upon information and belief, Defendants have failed to provide COVID-19 supplemental sick leave paid at the correct rates to the Aggrieved Employees during the relevant time period, including by failing to provide two work weeks of COVID-19 supplemental paid sick leave paid at the correct rates as required under Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are enforced through Labor Code § 248.5, which requires that: “If paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty.” Plaintiff accordingly seek this relief available for Defendants’ failure to provide Aggrieved Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

Defendants have regularly required Plaintiff and the Aggrieved Employees to incur necessary business expenses in the course of performing their required job duties working remotely without proper reimbursement. This included home internet usage, electricity consumption, and home office space. While Defendants offered some reimbursement, this only began in 2020, and the amount was insufficient to cover costs incurred by Plaintiff and the Aggrieved Employees. Plaintiff and the Aggrieved Employees must be reimbursed for these necessary business expenses under Labor Code § 2802 and Defendants systematically failed to do so.

PAGA Claim Details, Legal Bases for Violations and Penalties:

As addressed above and in further detail in the attached Class Action Complaint, Plaintiff and the Aggrieved Employees complain of the following violations committed by Defendants:

Failure to Pay Minimum Wages

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.



In California, employees must be paid at least the then applicable state minimum wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Paragraph 2(H) of the applicable IWC Wage Orders defines “Hours Worked” as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Additionally, pursuant to Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states: “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The minimum wage provisions of California Labor Code are enforceable by private civil action pursuant to Labor Code § 1194(a) which states: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees and costs of suit.”

As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also, California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in the absence of a contractually agreed upon one. The underpayment of wages to Aggrieved Employees is and has been a direct consequence of Defendants’ unlawful compensation policies and practices, which applied uniformly to the Aggrieved Employees working at locations and work sites throughout California.

Defendants thus failed to pay Employees minimum wages they were owed, including by their consistent policy of failing to pay Employees for all hours worked at the correct rates. Employees would work hours and not receive wages, including as alleged above in connection with off the clock work, including all the time required to remain on duty and under Defendants’ control and due to the work demands placed upon them by Defendants’ management and during breaks. Defendants also failed to pay meal and rest break premiums, holiday premiums, and sick pay at the correct rate of pay by failing to include all forms of remuneration in them. Defendants have also intentionally and improperly rounded, changed, adjusted and/or modified Employee hours, or required Employees to do so, and imposed difficult to attain job and shift scheduling requirements on Plaintiff and the Aggrieved Employees, which resulted in off the clock work and underpayment of all wages owed to Employees over a period of time, while benefiting Defendants. During the relevant time period, Defendants thus regularly failed to pay minimum wages to Plaintiff and the Aggrieved Employees, including by requiring systematic off the clock work and work during breaks. Defendants’ uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Aggrieved Employees as a whole, as a result of



implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other Aggrieved Employees as to minimum wage pay.

In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other Aggrieved Employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful, intentional and not in good faith. Further, Plaintiff and other Aggrieved Employees are entitled to seek and recover statutory costs.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime and double time. Specifically, Defendants had a consistent policy of not paying Employees wages for all hours worked, including hours at their required regular, overtime, and double-time rates, or of miscalculating them by not including all forms of remuneration in the regular rate of compensation used to calculate and pay overtime. Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted and/or modified certain employees' hours, including Plaintiff's, or required Aggrieved Employees to do so, or otherwise caused them to work off the clock to avoid paying Aggrieved Employees all earned and owed straight time and overtime wages and other benefits.

Defendants have violated Labor Code § 1194 and Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight hours in a workday or in excess of forty hours in any workweek or for the first eight hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve hours in any one day or for hours worked in excess of eight hours on any seventh day of work in a workweek. Defendants had a consistent policy of not



paying Employees wages for all hours worked, including by requiring off the clock work as addressed above and by under-reporting actual hours worked. With work shifts generally requiring eight hours or more of work on a given day, this unpaid off the clock work resulted in Aggrieved Employees working past eight hours on a shift or more than forty hours in a week, which required that they be paid at the correct overtime rate of 1.5 times their regular rate.

When considered in combination with the other wage violations addressed above, Aggrieved Employees were not properly compensated, nor were they paid overtime and double time rates for hours worked in excess of eight hours or twelve hours in a given day, and/or forty hours in a given week. As part of Defendants' compensation scheme, Plaintiff and Aggrieved Employees would receive nondiscretionary bonuses in addition to their regular hourly rate. These bonuses were part of an incentive plan designed to reward Aggrieved Employees for stellar customer service. Aggrieved Employees would work overtime hours and not receive wages paid at the correct rate, including as alleged above in connection with overtime. Plaintiff and the Aggrieved Employees periodically worked past eight hours on a shift which required that they be paid at the correct overtime rate of 1.5 times their regular rate. Defendants failed to pay all overtime wages by failing to include all forms of remuneration, including bonuses, in the regular rate Defendants used to calculate and pay overtime wages. Defendants did not make available to Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's detriment. Defendants have also violated these provisions by requiring Plaintiff and other similarly situated Aggrieved Employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties.

In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20. Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Meal-Period Liability Under Labor Code §§ 226.7, 512 and Penalties

Defendants have regularly required Aggrieved Employees to work shifts in excess of five hours without providing them with uninterrupted meal periods of not less than thirty minutes as required under Labor Code §§ 226.7, 512, and paragraph 11 of the applicable Wage Orders. Specifically, Defendants failed to provide duty-free meal periods of at least 30 uninterrupted minutes during Plaintiff's work shifts. Defendants in fact made little or no effort to even



schedule or otherwise provide the opportunity for Aggrieved Employees to take at least one meal period on their work shifts of eight hours or more.

To the extent Defendants ever did provide Aggrieved Employees with the opportunity to take meal periods, upon information and belief they were often untimely or for less than 30 minutes, and they were invariably interrupted by work and customer demands or Plaintiff was required to remain standing by to respond to them. Given the constant and ongoing job and customer demands he faced and remaining under Defendants' control during times when he was supposed to be enjoying a fully compliant meal period. By uniformly requiring Plaintiff and the other similarly situated Aggrieved Employees providing customer services in California to remain under Defendants' control and on premises during meal periods, Defendants committed systematic and ongoing meal break violations. In fact, Defendants appear to recognize and accept their unlawful policies, as Plaintiff's wage statements evidence Defendant paying meal period premium payments under Labor Code 226.7 to Plaintiff. As addressed above, Defendants committed similar and ongoing violations by failing to include all forms of remuneration, including shift differentials and bonuses and premium payments to Plaintiff, in the regular hourly rate at which they paid the premiums. Additionally, as addressed above, Defendants systematically violated the record keeping requirements of the Labor Code and Wage Orders by failing to record meal period beginning and ending times for the Aggrieved Employees.

On the occasions when Aggrieved Employees were provided with a meal period, it was often untimely or interrupted by having to respond to work demands or remain under Defendant's control, in violation of the Labor Code and applicable Wage Orders. On shifts over ten hours, second meal periods were not provided. Defendants also failed to pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided, including by miscalculating any premium payments they did make.

Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions. Defendants also miscalculated the rate at which they paid any meal period or rest period premiums when Defendant did attempt to pay them, resulting in further violations of section 226.7.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).



Rest-Break Liability under Labor Code § 226.7 and Penalties

Defendants similarly failed to authorize and permit duty free rest breaks of at least 10 uninterrupted minutes during Plaintiff's work shifts. Defendants made no efforts or provided no emphasis on authorizing and permitting Employees to take net ten-minute rest breaks for every four hours of work. Given the constant and ongoing job and customer demands he faced, Plaintiff was compelled to perform job-related duties and remaining under Defendants' control during times when he was supposed to be enjoying a duty-free rest break.

By uniformly requiring Plaintiff and the other similarly situated co-workers providing customer services in California to remain under Defendants' control during rest breaks, Defendants committed systematic and ongoing rest break violations.

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours, as required under Labor Code § 226.7. Specifically, Defendants provided rest periods untimely or for shortened durations, and Defendants' policies and procedures required Aggrieved Employees to remain under Defendants' control during breaks to respond job requirements.

Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided, or miscalculated any premiums paid. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each rest break not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Unlawfully Collecting or Receiving Wages in Violation of Labor Code § 221

Labor Code § 221 provides, "It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." As discussed above, Defendants unlawfully received and/or collected wages from the Aggrieved Employees by implementing a policy understating the hours worked and by requiring off-the-clock work and miscalculation of the regular rate for overtime, meal and rest premium payments, holiday premiums, and sick pay as alleged above. Aggrieved Employees had their wages unlawfully deducted when Defendants recorded fewer hours worked in the timekeeping records than were in fact worked. By not compensating Employees for all hours worked and failure to pay for hours spent under Defendants' control, or by miscalculating the pay rate, Defendants unlawfully deducted wages earned by and owed to Aggrieved Employees, in violation of Labor Code § 221.



In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code § 558. Under the PAGA, and following exhaustion of the notice period, Plaintiff seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Issue Accurate Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each employee with an accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Defendants failed to provide accurate itemized wage statements in writing, as required by the Labor Code and paragraph 7 of the applicable IWC Wage Orders. Any wage statements given to Employees by Defendants necessarily failed to accurately account for wages, overtime, and premium pay, including by failing to pay for all hours worked, failure to pay for all overtime hours worked or at the correct rate of pay and for providing deficient meal periods and rest breaks, all of which Defendants knew or reasonably should have known were owed to the Employees, as alleged above. Additionally, Defendants committed facial violations of section 226, including failing to list the address and name of the entity that is the employer. This violates Labor Code § 226(a)(8) requiring employers to accurately list the name and address of the legal entity that is the employer, and also other section 226(a) subsections, including for failing to list all hours worked and rates or the beginning and ending dates of the pay period.

In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More



specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to “a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...”

Failure to Issue Semimonthly Payments in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., and failing to provide them with checks and wage statements, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as well as the meal and rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders.

Defendants also required Aggrieved Employees to work hours off the clock for which they were not compensated, including during interrupted or otherwise on-duty meal and rest periods. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday, or miscalculated these premiums by not including all forms of remuneration in the regular rate, as addressed above. Therefore, when Aggrieved Employees received wage statements and pay checks, they did not compensate all hours worked on a timely basis, resulting in Defendants’ systematic failure to pay all wages owed to Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204.

Given the above described off the clock work and deductions from hours worked perpetrated by Defendants’ management, Plaintiff was not paid at the correct overtime rate for all hours he worked after eight hours into a shift or over forty in a work week and that he was not paid all double time owed either. Defendants’ uniformly applied payroll policies and practices thus resulted in further systematic and ongoing violations of the requirements of Labor Code § 204.

In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties, interest, fees and costs pursuant to Labor Code §§ 201.3, 210, 218.5, 558, and 1194. In failing to pay Aggrieved Employees minimum wages and overtime, by miscalculating overtime, meal and rest premiums, holiday premiums and sick pay, by not providing proper meal and rest periods, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or



termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Keep Records In Accordance With Labor Code § 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. Defendants violated this by failing to record meal period beginning and end time for the shifts worked by Plaintiff, and upon information and belief the other Aggrieved Employees. By failing to pay Aggrieved Employees proper wages, overtime, double time, premium pay, etc., all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Plaintiff is one such employee, and he was not paid all his wages due and owing to him at the time required after his resignation. Based on the forgoing, Defendants have had a consistent policy of failing to pay all wages earned by and owed to Aggrieved Employees at the time of their termination of within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil



penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick Leave at the Correct Rate

Defendants violated California Labor Code § 246 by not providing all required paid sick days paid at the correct rates to Plaintiff and the similarly Aggrieved Employees. Labor Code § 246 provides that an Employee who “works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section.” Paid sick time for nonexempt employees shall be calculated in the same manner as the regular pay rate for the workweek in which the employee uses the paid sick time. Defendants failed to provide Plaintiff and the other similarly Aggrieved Employees with all their required and earned sick days paid at the correct rate of pay, in violation of Labor Code § 246.

Additionally and upon information and belief, Defendants have failed to provide COVID-19 supplemental sick leave paid at the correct rates to the Aggrieved Employees during the relevant time period, including by failing to provide two work weeks of COVID-19 supplemental paid sick leave paid at the correct rates as required under Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are enforced through Labor Code § 248.5, which requires that: “If paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty.” Plaintiff accordingly seek this relief available for Defendants' failure to provide Aggrieved Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802

Defendants have regularly required Plaintiff and the Aggrieved Employees to incur necessary business expenses in the course of performing their required job duties working remotely without proper reimbursement. This included home internet usage, electricity consumption, and home office space. While Defendants offered some reimbursement, this only began in 2020 and the amount was insufficient to cover costs incurred by Plaintiff and the Class.

Defendants thus uniformly failed to reimburse those lawful and necessary work related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees. Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§



1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Unfair Competition Under Business and Professions Code § 17200, et seq.

Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 *et seq.*

Plaintiff's PAGA Claim under Labor Code § 2698 et seq. and Recovery Bases:

After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the attached Class Action Complaint, Plaintiff will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.

Plaintiff and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 246, 248.1, 248.2, 248.5, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802, including as follows:

(a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked, holiday premiums, sick time and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide Plaintiff and the Aggrieved Employees with wage statements or with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of



the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...";

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(e) Unlawful Deductions and Failure to Reimburse Business Expenses: For Defendants' unlawful deductions from wages and for Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(f) Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick Leave: For Defendants' failure to provide Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave and at the correct rates of pay in violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(g) All Alleged Violations of the IWC Wage Orders: For any above addressed violation of the applicable provisions of the IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

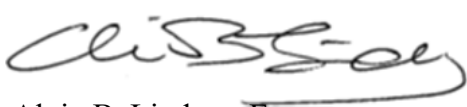
We have been constrained to initially move forward with the filing of this Complaint, alleging the causes of action discussed herein, without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.



This letter and the attached Complaint therefore provide the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiff alleges have been violated, including the facts and relevant theories alleged against Towne Park, LLC and any other named Defendants and joint employers. To prevent the violations described in the Complaint and herein from occurring, and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.

Wherefore we request that you advise us, by certified mail within sixty days of the postmark on this letter, whether you intend to proceed with these claims or whether Plaintiff and the Aggrieved Employees should include them in an amended Labor Code § 2698 *et seq.* claim under the Act in an amended Complaint.

Regards,
D.LAW, INC.



Alvin B. Lindsay, Esq.

a.lindsay@d.law

Cc: GoDaddy.com, LLC and GoDaddy Media Temple, Inc. by Certified Mail

Tuesday, September 26, 2023 at 17:58:23 Pacific Daylight Time

Subject: Thank you for submission of your PAGA Case.

Date: Tuesday, September 26, 2023 at 5:57:48 PM Pacific Daylight Time

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY

To: Sasha Zambrano

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

9/26/2023

LWDA Case No. LWDA-CM-983971-23

Law Firm : D.Law, Inc.

Plaintiff Name : David T. Atkins and other similarly aggrieved employees

Employer: GoDaddy.com, LLC.

Filing Fee : \$75.00

IFP Claimed : No

Item submitted: Initial PAGA Notice

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

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations**Private Attorneys General Act (PAGA) - Filing****New PAGA Claim Notice****Your Information (Person Who is Filing)****Your First Name ***

David

Your Last Name *

Yeremian

This field is required.**Firm Name (if any) ***

D.Law, Inc.

(Enter "in pro per" if you are representing yourself)

Your Email Address *

s.zambrano@d.law

Your Street Name, Number and Suite/Apt *

880 E Broadway

Your Mobile Phone Number**Your City ***

Glendale

Your Work Phone Number

818-962-6465

Your State *

California

Your Zip/Postal Code *

91205

Plaintiff Information**Plaintiff/Aggrieved Employee Name ***

David T. Atkins and other similarly ag

Plaintiff/Aggrieved Employee Occupation *

hourly, non-exempt employee

[Add Additional Plaintiffs](#)**Employer Information****Employer Entity Type**

General Partnership

Employer Name *

GoDaddy.com, LLC.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

2155 East GoDaddy Way

Employer City *

Tempe

Employer State *

Arizona ▼

Employer Zip/Postal Code *

85284

Employer Industry *

Other ▼

Employer Industry for "Other" *

Customer Service

Add additional defendants

- ☒ Add any entity other than an individual
- ☐ Add an individual/sole proprietor employer

Additional Employer Information (Corporation/General Partnership)**Employer Entity Type**

Corporation ▼

Employer Name *

GoDaddy Media Temple, Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

2155 East GoDaddy Way

Employer City *

Tempe

Employer State *

Arizona ▼

Employer Zip/Postal Code *

85284

Employer Industry *

Other ▼

Employer Industry for "Other" *

Customer Service

[Add Additional Employers](#)**Notice General Information****Estimated Number of Employees Impacted by Violations ***

51

Notice Violations – Check All that Apply *

- ☐ Child Labor
- ☐ Misclassification Employee Classified as Contractor
- ☐ Misclassification NonExempt Classified as Exempt
- ☒ Minimum Wage
- ☒ Overtime
- ☒ Not paid for all hours worked
- ☒ Not paid wages due on termination
- ☒ Other Unpaid Wages
- ☐ Tips or Gratuities
- ☒ Payment or Reimbursement of Employee Expenses
- ☐ Improper Form of Payment Including NSF Checks
- ☐ Kickbacks
- ☒ Meal and Rest Breaks
- ☐ Sick Leave
- ☐ Lactation Accommodation (Labor Code 1030–1033)
- ☐ Not providing required time off, other
- ☐ Pay Discrimination on basis of sex, (Labor Code 1197.5)
- ☒ No Wage Statements
- ☒ Improper or Incomplete Wage Statements
- ☐ Other Notice or Posting or Recordkeeping
- ☐ Public Works (Labor Code 1720 – 1815)
- ☐ Apprenticeship (Labor Code 3070 – 3098)
- ☐ Occupational Safety and Health (Labor Code 6300 et seq)
- ☐ No Workers' Compensation
- ☐ Licensing, Registration, or Permit
- ☐ Unfair Immigration Activities
- ☐ Agricultural Labor Relations
- ☐ Industrial Homework
- ☐ Retaliation for Protected Status or Activity (Specify)
- ☒ Other

Child Labor – Specify Ages

Provide Details of Other Violation *

Other(Maybe Multiple)

- ☐ Other Violation

PAGA Claim Type – Check All that Apply *

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☒ Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

Filing Fee

A filing fee of \$75 is required to file a new PAGA claim notice.

IFP

- ☐ I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

Billing information**Billing First Name ***

David

Billing Last Name *

Yeremian

Billing Email *

s.zambrano@d.law

Billing Phone**Billing Street Name, Number and Suite/Apt ***

880 E Broadway

Billing City *

Glendale

Billing State *

California

Billing Zip/Postal Code *

91205

Credit Card Type *

Visa

Credit Card Number *

4246315377200322

CVV Number *

156

Credit Card Expiration Month *

02

mm

Credit Card Expiration Year *

2028

yyyy

Notice and Other Attachments**PAGA Claim Notice (must be a .pdf) *** LWDA Letter ...int (Atkins).pdf**Other Attachment – (if any) (must be a .pdf)** Class Action ... (Atkins-Class)[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

Previous Page

Submit

EXHIBIT 3