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Attorneys for Plaintiffs Joeseeph D. Kelly, Jeremiah Kelly
and Osmar Jared Regalado Espino

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

JOSEPH D. KELLY, on behalf of himself
and all others similarly situated, and the
general public,

Plaintiff,

v.

HUMASON II, INC., a Nevada corporation;
HUMASON + SONS, INC., an entity of
unknown form; and DOES 1 through 50,
inclusive,
Defendants.

Case No.: 23CV010746

CLASS ACTION

Assigned for All Purposes To:
Hon. Jill Talley

**DECLARATION OF DAVID KELEDJIAN
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: June 5, 2026
Time: 9:00 a.m.
Location: Department 23

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5. Plaintiff Kelly submitted a PAGA notice (LWDA-CM-934456-23) to the Labor and Workforce Development Agency (“LWDA”) on October 25, 2023. A true and correct copy of the PAGA notice is attached hereto as **Exhibit 2**. On May 1, 2025, Plaintiff submitted an amended PAGA notice letter which added Plaintiff Jeremiah Kelly as a PAGA representative, and on June 1, 2025, Plaintiffs filed a Second Amended PAGA Letter, adding Osmar Jared Regalado Espino as a named Plaintiff in the action. On January 14, 2026, Plaintiff filed a Second Amended Complaint (“Operative Complaint”) which formally added Plaintiffs Jeremiah Kelly and Osmar Jared Regalado Espino to the matter and adding a cause of action for Failure to Properly Pay Vacation Wages owed under Labor Code § 227.3.

6. Plaintiffs contend that Defendants failed to pay all wages due and owing, by requiring Plaintiffs and Class Members to perform work while remaining under Defendants' control before and after being on the clock for their daily work shift, and by failing to incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Plaintiffs also contend that Defendants failed to provide accurate wage statements, failed to provide lawful meal and rest periods, as employees were not provided with the opportunity to take timely, uninterrupted, and duty-free meal and rest periods, failed to timely pay wages including final wages, failed to pay vacation pay, and failed to reimburse necessary business expenses.

Investigation

7. Before filing the lawsuit, Class Counsel researched the facts and circumstances underlying the pertinent issues and applicable law. This required thorough discussions and interviews between Class Counsel and Plaintiffs and potential Class Members, in addition to the above-described research into the various legal issues involved in the case. Class Counsel conducted a thorough investigation of the facts and claims giving rise to the action, including (1) conducting formal and informal discovery and meeting and conferring with defense counsel about same; (2) reviewing and analyzing records and data, as well as employment-related policies; (3) reviewing Plaintiffs' personnel files and other documentation; (4) interviewing Plaintiffs regarding potential Class Members and surveying potential members of the Class; (5) researching the applicable law

1 and potential defenses; (6) constructing damage models based on interpretations of California law
2 and the facts and numbers provided by Defendant; and (7) reviewing information provided by
3 Defendants in response to informal discovery and in advance of the mediation. The Parties
4 conducted their own evaluations of the potential recoveries based on the claims alleged in the
5 Action, including consulting experts.

6 8. Defendant, for its part, vigorously contested liability, the amount of claimed
7 damages, and the propriety of class certification. After analyzing the relevant documents and other
8 gathered data, Class Counsel believed that this case was appropriate for resolution via mediation.
9 Given the high level of risk present for both sides, the Parties elected to mediate Plaintiff's claims
10 and explore the possibility of settlement.

11 **Settlement Efforts**

12 9. On November 11, 2024, the Parties participated in an all-day mediation with Hon.
13 Steven Denton (Ret.), the Parties were not able to reach a settlement at this time. Subsequently on
14 October 2, 2025, the parties again met for a full day of mediation, mediated by Hon. Steven R.
15 Denton (Ret.). During mediation, counsel for Plaintiffs and Defendants discussed all aspects of the
16 case, including the risks of litigation and the risks to both parties of proceeding with a class
17 certification motion, as well as the law unpaid wages, meal and rest periods, vacation pay, wage
18 statements, final pay, and unreimbursed business expenses. The Parties continued to work together
19 on a long-form Settlement Agreement following mediation, and fully executed a long form
20 agreement thereafter.

21 10. From Class Counsel's review of the facts, strengths, and weaknesses of the case and
22 the risks and delays posed by further litigation, Class Counsel believes that the recovery for each
23 Class Member is fair and reasonable. Further, the Settlement Agreement was reached via a non-
24 collusive settlement process in which the Parties were forced to make compromises in the interest
25 of reaching a full and complete settlement of the lawsuit.

26 **Summary of the Settlement**

27 11. Under the terms of the proposed Settlement Agreement, Defendants has agreed to
28 pay \$1,025,000.00 ("Gross Settlement Amount" or "GSA") on a non-claims made and non-

1 reversionary basis. (Exhibit 1, Settlement Agreement, ¶¶ 3.1, 3.2). In addition to and separate from
2 the Gross Settlement Amount, Defendants will pay the employers' portion of any payroll taxes on
3 the wage allocation portion of the individual settlement payments to Class Members. The Settlement
4 Agreement defines the "Class" as "all persons employed by Defendants in California and classified
5 as non-exempt, hourly employee who worked for Defendant during the Class Period" which is
6 October 26, 2019 through October 17, 2025. (Exhibit 1, Settlement Agreement, ¶¶ 1.5, 1.12). The
7 Settlement Agreement also defines "Aggrieved Employees" as "all current and former non-exempt
8 employees who worked for Defendants in the State of California during the PAGA Period," which
9 is December 2, 2021, through July 9, 2024. (Exhibit 1, Settlement Agreement, ¶¶ 1.4, 1.31). The
10 "Net Settlement Amount," available for distribution to Class Members, is the Gross Settlement
11 Amount, less the Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative
12 Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and
13 the Administration Expenses Payment. (Exhibit 1, Settlement Agreement, ¶ 1.28.) These amounts
14 are detailed as follows:

- 15 • Class Counsel Fees Payment: Up to one-third of the Gross Settlement Amount, currently
16 estimated to be **\$341,666.67**, to Class Counsel as attorneys' fees for the litigation and
17 resolution of this Action and up to **\$30,000.00** for actual costs incurred in this Action.
18 (Exhibit 1, Settlement Agreement, ¶ 3.2.2);
- 19 • Class Representative Service Payments: Up to **\$10,000.00** to each Plaintiff as an award for
20 their service as the class representatives, totaling \$30,000. (Exhibit 1, Settlement Agreement,
21 ¶ 3.2.1);
- 22 • Administrator Expenses Payment: A not-to-exceed amount, not to exceed, **\$15,0000.00** to
23 the Settlement Administrator for its fees and costs to administer the Settlement (Exhibit 1,
24 Settlement Agreement, ¶ 3.2.3);
- 25 • PAGA Penalties Payment: **\$40,000.00** for settlement of claims for civil penalties under
26 PAGA, with 25% (\$10,000.00) to be paid on a pro-rata basis to the Aggrieved Employees
27 ("Individual PAGA Payments") and 75% (\$30,000.00) allocated to the LWDA ("LWDA
28 PAGA Payment") (Exhibit 1, Settlement Agreement, ¶ 3.2.5). Each Member's share of the

1 25% of the PAGA Penalties will be calculated according to the number of PAGA Pay
2 Periods worked during the PAGA Period. (*Id.* at ¶ 3.2.5.1.)

3 12. If the Court approves the above allocations from the Gross Settlement Amount, the
4 Net Settlement Amount is estimated to be **\$568,333.33**. Twenty percent (20%) of the “Net
5 Settlement Amount” will be allocated to the settlement of wage claims (the “Wage Portion”) and
6 will be subject to tax withholding and reported on an IRS W-2 Form. (Exhibit 1, Settlement
7 Agreement, ¶ 3.2.4.1). Each Class Member’s share of the Net Settlement Amount (“Individual Class
8 Payment”) will be calculated based on the number of workweeks the Class Member worked during
9 the Class Period. (Exhibit 1, Settlement Agreement, ¶ 1.23). For the approximately 1,159 Class
10 Members (if no exclusions), the average gross Individual Class Payment, using a straight average,
11 is **\$884.38**. The estimated average amount each Class Member will receive per workweek based on
12 the Net Settlement Amount and 33,093 workweeks is **\$17.17**. If the Court approves a lesser amount
13 for any of the above requested allocations from the Net Settlement Amount, the remainder will be
14 added to the Net Settlement Amount to be distributed to Class Members. (Exhibit 1, Settlement
15 Agreement, ¶¶ 3.2.1- 3.2.3, 3.2.5.2).

16 13. Not later than twenty (20) calendar days after the Court grants Preliminary Approval
17 of the Settlement, Defendants will deliver the Class Data to the Settlement Administrator in the form
18 of a Microsoft Excel spreadsheet. (Exhibit 1, Settlement Agreement, ¶ 4.2). The Settlement
19 Administrator will mail the Class Notice with Spanish translation substantially in the form to all
20 Class Members in no event later than fourteen (14) days following the receipt of Class Data via first
21 class United States Postal Service (“USPS”) mail. (Exhibit 1, Settlement Agreement, ¶ 7.4.2).
22 Before mailing the Class Notice, the Settlement Administrator shall update Class Member addresses
23 using the National Change of Address database. (*Id.*) Defendants also have a continuing duty to
24 immediately notify Class Counsel if it discovers that the Class Data omitted class member
25 identifying information and will provide corrected or updated Class Data as soon as reasonably
26 feasible. (*Id.* at ¶ 4.2.) The Class Notice includes a summary of the case and settlement terms and
27 provides Class Members with detailed instructions on how to exclude themselves, object to the
28 settlement, and dispute the number of workweeks and/or pay periods attributed to each Class

Member per Defendant's records. I have attached a true and correct copy of the proposed Class Notice herein as **Exhibit 3**. Any mailing returned to the Settlement Administrator as undeliverable will be sent within three (3) business days via USPS to the forwarding address provided by the USPS, if applicable. (Exhibit 1, Settlement Agreement, ¶ 7.4.3). If no forwarding address is provided, the Settlement Administrator will attempt to determine the correct address again by conducting a National Change of Address search, and re-mail the Class Notice to the most current address obtained. Class Members will have sixty (60)¹ days from the mailing of the Class Notice (plus an additional fourteen (14) calendar days if they receive a re-mailed Notice) to opt out of or object to the Settlement or to dispute the number of work weeks or pay periods. (Exhibit 1, Settlement Agreement, ¶¶ 1.43, 7.4.4).

14. The parties selected Apex Class Action LLC ("Apex") to handle the notice and administration of the Settlement based on various factors including the competitiveness of their bid, their competency in administering settlements, and their responsiveness to the parties' counsel and settlement class members. (Exhibit 1, Settlement Agreement, § 7.1). (*See also* Declaration of Kimberly Sutherland attached hereto as **Exhibit 4**.)

Certification for Settlement Purposes Only is Appropriate

15. Plaintiffs allege that the proposed Class satisfies the criteria for certification of a settlement class under California law, as embodied in California Code of Civil Procedure § 382. Defendants have agreed to the conditional certification of the class for settlement purposes only. Defendants do not concede that certification is appropriate outside of this Settlement and preserves all rights to oppose certification if, for any reason, the Settlement does not become effective. In general, courts may take a proposed settlement into account in evaluating the propriety of class certification. *See Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1807 fn. 19. Indeed, a "lesser standard" of scrutiny applies in certifying classes for settlement purposes. *Id.* Therefore, the Court should take into consideration the fact that the Parties have settled their claims and stipulated to certification for settlement purposes when assessing whether the Settlement is fair and reasonable.

¹ Counsel for the Parties have agreed to extend the Response Deadline noted in the Settlement Agreement to 60 days.

1 16. Numerosity and Ascertainability. The putative Class is so numerous that joinder of
2 all members is impractical. Class Members are all current and former non-exempt employees of
3 Defendants during the Class Period, which is October 26, 2019, to October 17, 2025. Defendants
4 has identified 1,159 Class Members based on a review of its payroll and personnel records. Thus,
5 the requirements of numerosity and ascertainability are met here.

6 17. Well-Defined Community of Interest. Plaintiffs contend, and Defendants do not
7 dispute for settlement purposes only, that common issues of fact and law predominate as to each of
8 the claims alleged by Plaintiffs, and the Class is united in its proof. This action involves, *inter alia*,
9 a determination about Defendants' alleged failure to pay minimum and overtime wages at the proper
10 rates due to off-the-clock work, failure to provide meal and rest periods, failure to pay vacation and
11 sick pay, failure to reimburse business expenses, the resulting failure to pay final wages when
12 required and to provide accurate wage statements; and largely derivative claims under the UCL and
13 PAGA. Plaintiffs contend Defendant's practices affected Class Members in the same way and
14 presents questions that are suitable for common adjudication because all Class Members were
15 subject to the same employment policies and practices. The outcome of litigation in this matter
16 depends upon questions that are common to Class Members.

17 18. Typicality. The class representatives' claims are typical when they arise from the
18 same event, practice, or course of conduct that gives rise to the claims of other putative Class
19 Members and if their claims rest on the same legal theories. Here, Plaintiffs allege that their claims
20 are typical of Class Members' claims because they arose from the same factual basis and are based
21 on the same legal theories. Plaintiffs and Class Members were employed by Defendants during the
22 Class Period and were subject to the allegedly unlawful policies and pay practices at issue in this
23 litigation. Thus, the typicality requirement is satisfied.

24 19. Adequacy. Plaintiffs' interests are aligned with those of the Class Members, as they
25 have suffered the same injuries as the Class Members and have no conflicts of interest. Plaintiffs
26 have assumed this responsibility with conviction and dedication. Indeed, Plaintiffs have devoted a
27 considerable amount of time and energy to litigating this action and effectuating a settlement.
28 Furthermore, as set forth below, Class Counsel are experienced in wage-and-hour litigation,

1 especially class actions, have zealously represented the interests of the class in litigating this case,
2 and also have no conflicts of interest. Accordingly, the adequacy requirement is satisfied. See also
3 Declarations of Class Representatives Joseph Kelly, Jeremiah Kelly and Osmar Jared Regalado
4 Espino attached herein as Exhibits 5, 6, and 7 respectively.

5 20. Predominance and Superiority. Plaintiffs contend that individualized issues do not
6 predominate over the issues of law and fact that are common to the Class as a whole. As explained,
7 *supra*, Plaintiffs allege there are common issues of law and fact given that Plaintiffs and all Class
8 Members were subjected to the same policies and pay practices during the relevant time period.
9 Plaintiffs and Class Members seek meal and rest premiums, unpaid wages and overtime including
10 vacation and sick pay, reimbursement for business expenses, and penalties for work performed as
11 non-exempt employees for Defendant. Plaintiffs allege that these issues are suitable for common
12 adjudication because all Class Members were allegedly subject to the same employment policies,
13 and Plaintiffs contend the practices applied uniformly to all Class Members.

14 21. Plaintiffs contend that class resolution is superior to other available methods for the
15 fair and efficient adjudication of the contested claims as there is little interest or incentive for Class
16 Members to individually control the prosecution of separate actions. Although Defendant's alleged
17 unlawful policies and practices have caused actual harm, the cost of individually litigating each such
18 case against Defendants would easily exceed the value of any relief that could be obtained by any
19 one Class Member individually. If Class Members are forced to litigate their claims individually
20 this would potentially result in 1,159 or more individual actions against Defendant. The alternative
21 methods of resolution are individual suits for relatively small amounts. Hence, an individual suit
22 would prove uneconomical for potential plaintiffs because litigation costs would dwarf a potential
23 recovery.

24 **The Settlement is Fair, Adequate, and Reasonable**

25 22. In deciding whether to approve a proposed class action settlement, the Court must
26 find that a proposed settlement is "fair, adequate, and reasonable" and falls within the "range of
27 approval." *Dunk*, 48 Cal.App.4th at 1801-02. The trial court considers all relevant factors, such as
28 "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further

1 litigation, the risk of maintaining class action status through trial, the amount offered in settlement,
2 the extent of discovery completed and the stage of the proceedings, the experience and views of
3 counsel, the presence of a governmental participant, and the reaction of the Class Members to the
4 proposed settlement.” *Id.* For the reasons set forth below, the Settlement satisfies all of these
5 requirements.

6 **A. The Settlement is the Result of Serious, Informed, Non-Collusive Negotiations.**

7 23. The proposed settlement was reached as a result of arm’s length negotiations after
8 the completion of pertinent formal and informal discovery and the exchange of necessary Class
9 Information. The negotiations have been, at all times, adversarial and non-collusive in nature. *See*,
10 4 Newberg on Class Actions § 13:45 (5th ed.) (due to the preference of settlement over litigation,
11 “a court will presume that a proposed class action settlement is fair when certain factors are present,
12 particularly evidence that the settlement is the product of arms-length negotiation, untainted by
13 collusion.”). Although Plaintiffs believe their claims have merit, Plaintiffs acknowledges that there
14 was a great deal of risk and uncertainty in proceeding with litigation. As described below,
15 Defendants presented multiple defenses to Plaintiffs’ claims, both on the merits and with respect to
16 class certification. Thus, while Plaintiffs were prepared to litigate these claims through class
17 certification, and ultimately trial, success was not assured. The Parties worked with a neutral and
18 experienced mediator who assisted in ensuring negotiations were non-collusive and well-informed.

19 **B. Extent of Discovery and Stage of Proceedings.**

20 24. As stated above, the Parties engaged in substantial formal and informal discovery.
21 This litigation has reached the stage where the Parties have a clear view of their respective strengths
22 and weaknesses in this case.

23 **C. Strength of Plaintiffs’ Case and the Risk, Expense, Complexity, and Likely Duration**
24 **of Any Litigation.**

25 25. Plaintiffs’ claims are based on Defendant’s alleged failure to pay minimum and
26 overtime wages at the proper rates due to off-the-clock work, failure to provide meal and rest
27 periods, failure to pay vacation and sick pay, failure to reimburse business expenses, the resulting
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1 failure to pay final wages when required and to provide accurate wage statements; and largely
2 derivative claims under the UCL and PAGA.

3 26. Plaintiffs allege that Defendants failed to pay Plaintiffs and Class Members at least
4 minimum wages for all hours worked and proper overtime wages for hours worked in excess of
5 eight hours in a day and 40 hours in a week. Specifically, Plaintiffs allege that Defendants required
6 Plaintiffs and Class Members to perform pre-shift and post-shift off the clock work for which they
7 were not paid. For instance, including waiting in lines to clock in for their shifts, time spent on-call
8 while off-duty, and helping customers despite being off-the-clock as required by company policy.
9 Plaintiffs also allege that Defendants regularly paid non-discretionary bonus's which Defendants
10 failed to incorporate into the regular rate of pay used to calculate and pay overtime wages to Class
11 Members. Moreover, Plaintiffs alleged that Defendants had a consistent policy and practice of
12 unlawfully rounding hours worked to the detriment of the Class Members.

13 27. Defendants contend that it did not require off the clock work, paid for all reported
14 hours worked, that Class Members were instructed and required to record all hours worked, that any
15 alleged off the clock work was performed without Defendant's knowledge. Defendants also argues
16 that given its written policies and practices, any unrecorded hours are likely subject to individualized
17 inquiry and unlikely to be certified. Given the difficulty in certifying this claim, Class Counsel
18 applied a significant discount to damages based on this theory.

19 28. Plaintiffs also allege that Defendants failed to provide proper meal breaks to
20 Plaintiffs and Class Members. For example, Plaintiffs allege that Defendant's policy required Class
21 Members to clock out for their scheduled meal periods but continue working, and Class Members
22 were not paid for this time. This resulted in Plaintiffs and Class Members working during their meal
23 periods or missing their meal periods entirely. Moreover, Plaintiffs allege that Defendants failed to
24 provide a second meal period to Plaintiffs and Class Members when they worked over 10 hours in
25 a day.

26 29. Defendants contend that Class Members were given a reasonable opportunity to take
27 their meal periods, and when compliant meal periods were not provided, Defendants provided
28 premium pay to Class Members as reflected in their time and pay records. Defendants also contend

1 that the relevant Class Members who worked 12-hour shifts signed valid meal period waivers.
2 Defendants further contend that the meal break claim requires individualized inquiries which would
3 preclude class certification. If Defendant's contentions are proven true and prevail in trial, the likely
4 outcome would be no recovery for the Class Members on the meal break claim.

5 30. Plaintiffs also contend that Defendants did not provide Class Members with paid 10-
6 minute rest breaks for every four hours or major fraction thereof. Plaintiffs contend that Class
7 Members consistently worked in excess of consecutive three and a half-hour shifts and were entitled
8 to paid rest breaks of not less than ten minutes for each consecutive three and a half-hour shift but
9 were required to work through their rest breaks during their shifts when they were unable to find
10 coverage for their breaks.

11 31. Defendants maintain that it did provide a reasonable opportunity for Class Members
12 to take duty-free rest breaks during their shifts and dispute all allegations that rest breaks were not
13 provided. Considering that unlike meal periods, rest breaks need not be recorded, these violations
14 would likely be difficult to prove at trial and potentially depress the damages ultimately awarded.
15 Therefore, Class Counsel applied significant and appropriate discounts to the rest break claim.

16 32. Additionally, Plaintiffs allege that Defendants required Plaintiffs and Class Members
17 to use their cellular phones for work, for which they were not reimbursed. Defendants maintained
18 that Plaintiffs and Class Members were not required to use their personal cell phones to perform
19 their job duties and that individualized issues relating to this claim would preclude class
20 certification.

21 33. As for the wage statement and waiting time penalties claims, Defendants contend
22 that these claims are merely derivative of the underlying claims and that Plaintiffs and Class
23 Members would be unable to first establish liability for the underlying claims for the reasons
24 described above. Defendants further contend that even if they could first establish liability for the
25 underlying claims, Plaintiffs and Class Members would be unable to establish that Defendant's
26 conduct was willful and knowing as required by the relevant statutes since Defendants acted in good
27 faith to provide accurate wage statements and pay all wages due to Plaintiffs and Class Members.

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1 Thus, Defendants contend that the wage statement and waiting time penalties claims to have little
2 to no value.

3 34. Similarly, Defendants contend that the PAGA claim is also derivative of the
4 underlying claims in the Action and ultimately fails because the underlying claims have no merit.
5 Defendants also contend that even if Plaintiffs and Class Members could establish Labor Code
6 violations, the Court has the discretion to award less than the maximum civil penalty amount and
7 would award substantially less civil penalties here because Defendants acted in good faith to comply
8 with the relevant wage and hour laws and any violations were minor and technical in nature.

9 35. Defendants generally deny all claims alleged in the Action and further deny class
10 and/or representative treatment is appropriate for any purpose other than this Settlement and that it
11 complied with all applicable laws. However, after careful consideration, Defendants have concluded
12 that further litigation would be protracted and expensive and that it is desirable that the Action be
13 fully and finally settled in the manner and upon the terms and conditions herein.

14 36. As stated above, while Plaintiffs and Class Counsel contend the claims asserted in
15 the Action have merit, they also acknowledge the expense, delay, and risks of continued litigation.
16 Although the Parties engaged in significant informal discovery in advance of mediation, the Parties
17 still had significant discovery to complete had the matter not settled. This would have required the
18 expenditure of substantial time and resources by both Parties that would have very likely spanned
19 several years. Even if Plaintiffs were to certify the classes, the Parties would incur considerably
20 more attorney fees and costs through a possible decertification motion, trial, and possible appeal.
21 This Settlement avoids those risks and the accompanying expense.

22 **D. The Risk of Maintaining Class Action Status Through Trial.**

23 37. Plaintiffs have not yet filed their motion for class certification, and as such, the extent
24 to which Plaintiffs' proposed classes were certifiable is somewhat speculative. Absent a settlement,
25 there was a risk that there would not be a certified class at the time of trial, or if there were, it could
26 consist of a significantly smaller group of employees than the proposed Settlement Class, resulting
27 in less overall recovery.

1 38. Finally, in class actions, decertification is always a possibility, and there is always a
2 risk that a trial of this magnitude can become unmanageable. Cases like *Duran v. U.S. Bank Nat.*
3 *Assn.* (2014) 59 Cal. 4th 1, 34 address the complexity of using statistical samples in class actions
4 and demonstrate that decertification is a real risk that Class Counsel must consider. A class trial
5 would have also required expert witnesses, the accrual of extensive litigation costs, and the
6 commitment of extensive further time and financial resources. Finally, given the complexity and
7 unsettled nature of the issues, it is likely that any outcome at trial would have resulted in a lengthy
8 and costly appeal. An appeal would result in further delay for the Class Members who have already
9 waited years for resolution in this matter. Risk and legal uncertainty must be dealt with in any
10 litigation, and this Settlement was the product of compromise accounting for those risks and that
11 uncertainty.

12 **E. The Presence of a Governmental Participant.**

13 39. Class Counsel will be submitting the Settlement Agreement and this Motion to the
14 LWDA concurrently with the filing of this Motion pursuant to Labor Code § 2699(l)(2). Attached
15 herein as **Exhibit 8** is the proof of submission from the LWDA.

16 **F. The Amount Offered in Settlement is Fair Given the Potential Value of the Claims.**

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

22 41. The strength of the Plaintiffs' case in light of the settlement amount is deemed by
23 courts to be the "most important." *Clark v. American Residential Services, LLC* (2009) 175
24 Cal.App.4th 785, 799 (citing *Kullar*). Here, Plaintiffs allege that Defendants failed to pay minimum
25 wages and overtime, failed to provide meal and rest breaks, failed to pay vacation and sick pay,
26 failed to provide accurate wage statements, failed to pay all wages upon termination, and failed to
27 reimburse for business expenses, all in violation of California law.

1 42. Plaintiffs seek related violations of California’s Business & Professions Code,
2 penalties pursuant to Labor Code § 2699 *et seq.* Summary calculations for estimated liability for
3 each of these claims as described below.

4 Failure to Pay Minimum and Overtime Wages:

5 43. Plaintiffs allege that Defendants failed to pay Plaintiffs and Class Members at least
6 minimum wages for all hours worked and proper overtime wages for hours worked in excess of
7 eight hours in a day and 40 hours in a week. Specifically, Plaintiffs allege that Defendants had a
8 consistent policy of not paying Employees wages for all hours worked “pre-shift” and “post-shift”
9 without compensation by waiting in lines to clock in for their shifts, time spent on-call while off-
10 duty, and helping customers despite being off-the-clock as required by company policy.

11 44. Plaintiffs also allege that Defendants regularly paid incentive commissions for which
12 Defendants failed to incorporate into the regular rate of pay used to calculate and pay overtime
13 wages to Class Members.

14 45. Defendants contend that it did not require off the clock work, paid for all reported
15 hours worked, that Class Members were instructed and required to record all hours worked, that any
16 alleged off the clock work was performed without Defendant’s knowledge. Defendants also argued
17 that any incentives paid to Class Members were discretionary and not required to be calculated in
18 the regular rate of pay calculation, and that it paid wages at the proper rates. Furthermore,
19 Defendants argues that any unrecorded hours are likely subject to individualized inquiry and
20 unlikely to be certified. Given the difficulty in certifying this claim, Class Counsel applied a
21 significant discount to damages based on this theory.

22 46. Class Counsel estimated Defendant’s exposure on the unpaid wages claims to be
23 approximately \$627,112.35(assuming one hour per work week of off the clock hours attributable to
24 overtime (33,093 workweeks x an average rate if pay of \$18.95 per hour). However, given
25 Defendants’ defenses and the potential hurdles facing certification of off-the-clock claims, Class
26 Counsel applied an 80% discount making for an adjusted realistic exposure of **\$125,422.47** for
27 Defendant.

28 ///

Meal Periods and Rest Breaks:

47. Plaintiffs argued that Defendants had a common practice and policy of denying compliant meal periods. For example, Plaintiffs allege that Defendant's policy required Class Members to rarely if ever receive compliant meal periods, and Class Members were not paid for this time spent under Defendant's control resulting in Plaintiffs and Class Members working during their meal periods or missing their meal periods entirely. Additionally, Plaintiffs allege that Defendants failed to provide a second meal period to Plaintiffs and Class Members when they worked over 10 hours in a day.

48. Under Labor Code § 226.7, an employer must pay the employee an additional one hour of compensation, "premium pay," for each meal period missed, of less than 30 minutes, or taken late for which the employee was not provided a reasonable opportunity to take a complete and timely meal period. To comply with these laws, every employer must keep, for each employee, accurate time records showing when the employee begins and ends each work period and takes his or her meal periods. See Wage Order 4-2001(7)(A)(3). Plaintiffs allege that Defendants failed to pay the legally required premium at their regular rate of pay whenever meal periods were missed, interrupted, or late.

49. Defendants contend that Class Members were given a reasonable opportunity to take their meal periods, and when compliant meal periods were not provided, Defendants provided premium pay to Class Members as reflected in their time and pay records. Defendants also contend that the relevant Class Members who skipped meals did that of their own accord, and did not inform Defendant. Defendants further contend that the meal break claim requires individualized inquiries which would prevent class certification. If Defendant's contentions are proven true and prevail in trial, recovery for the Class Members on the meal break claim would be likely be minimal to none.

50. Class Counsel estimated Defendant's maximum exposure on the meal period claim at approximately \$627,112.35 (1 meal period premium due per workweek). However, given Defendant's defenses and the potential hurdles facing certification of the meal break claim, Class Counsel applied an 80% discount making for an adjusted realistic exposure of **\$125,422.47** for Defendant.

51. Rest Breaks: Plaintiffs contended that Defendants did not provide Class Members with timely paid 10-minute rest breaks for every four hours or major fraction thereof. Plaintiffs contend that Class Members consistently worked in excess of consecutive four-hour shifts and were entitled to paid rest breaks of not less than ten minutes for each consecutive four-hour shift but were required to work through their rest breaks during their shifts when they were unable to find coverage for their breaks.

52. Defendants maintain that it did provide a reasonable opportunity for Class Members to take duty-free rest breaks during their shifts and dispute all allegations that rest breaks were not provided. Considering that unlike meal periods, rest breaks need not be recorded, these violations would likely be difficult to prove at trial and potentially depress the damages ultimately awarded.

53. Plaintiff estimates Defendant's maximum liability exposure on the rest break period claim at approximately \$627,112.35 assuming a one violation per workweek. However, given Defendant's contentions and the difficulties facing certification of rest break claims, Class Counsel applied an 80% discount making for an adjusted realistic exposure of **\$125,422.47** for Defendant. Owing to the arguments above and the fact that the recording of rest periods is not required, this claim was substantially discounted.

Unpaid Vacation and Sick Pay

54. Plaintiffs also allege Defendants paid nondiscretionary bonuses to Plaintiffs and Class Members but failed to include these forms of remuneration in the regular rate of pay upon which vacation wages and sick pay were calculated and paid. Therefore, pursuant to Labor Code § 227.3, Plaintiffs and Class Members seek to recover penalties for unpaid vacation and sick pay. Defendants contend that any incentives or bonuses paid to Class Members were discretionary in nature and not required to be included in the regular rate of pay.

55. Defendants denied these allegations and contend that employees were provided with paid sick leave and required information in accordance with all applicable laws. Defendants further contend that there is no private right of action to enforce paid sick leave and that PAGA precludes the recovery of civil penalties for “notice and posting” requirements.

1 56. Class Counsel estimated Defendant's maximum liability exposure on the vacation and
2 sick pay claim at approximately **\$21,963.05 (one hour of underpaid sick and vacation time for**
3 **each settlement class member).**

4 Inaccurate Wage Statement Violations:

5 57. Under Labor Code § 226(a), Plaintiffs and the Class are entitled to recover \$50 for initial
6 violations for inaccurate wage statements and \$100 for subsequent violations, up to a maximum of
7 \$4,000 per employee. Plaintiffs alleged Defendants issued wage statements to Plaintiffs and the
8 Class Members that did not accurately list all hours worked by omitting off-the-clock work and
9 inaccurately listing applicable hourly rates.

10 58. Defendants challenged Plaintiff's claim for Labor Code § 226(e) penalties, including by
11 arguing they were merely derivative of the other claims that lacked merit, and Plaintiff's failure to
12 prove the underlying claims could result in the dismissal of these derivative claims. Defendants also
13 argued that it did not knowingly and intentionally commit these alleged violations. *See, e.g.*, Labor
14 Code § 226(e) (recovery of penalties requires showing there was "a knowing and intentional failure
15 by an employer").

16 59. Class Counsel estimated Defendant's maximum total exposure on the section 226 claim
17 at approximately \$423,600.00 (assuming \$50/\$100 for initial and subsequent violations and 412
18 employees during the relevant period and a maximum of \$4,000.00 per employee). After
19 considering Defendants' contentions and the potential class certification issues, Class Counsel
20 discounted this amount by 80% to get an adjusted realistic exposure of **\$84,720.00.**

21 Failure to Pay Final Wages at Termination or Separation:

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

26 61. Section 203 further provides that if an employer willfully fails to pay an employee all
27 wages due at termination or within 72 hours of resignation, then that employee's wages will continue
28 as a penalty until paid for a period of up to 30 days from the date they were due. Because Class

1 Members stopped working for Defendants but were allegedly not paid their full compensation for
2 the reasons discussed above, Class Members did not receive all wages due upon termination of
3 employment.

4 62. Defendants challenged this claim under Labor Code § 203 with several arguments,
5 including that this claim is merely derivative of the other claims that lacked merit and that under
6 Labor Code § 203, employers are only obligated to pay waiting-time penalties if they “willfully”
7 fail to pay wages due and owing at the time of termination or resignation. As Title 8, California
8 Code of Regulations, § 13520 states: “A willful failure to pay wages within the meaning of Labor
9 Code Section 203 occurs when an employer intentionally fails to pay wages to an employee when
10 those wages are due. However, a good faith dispute that any wages are due will preclude imposition
11 of waiting time penalties under Section 203.” Defendants argued that their good faith disputes and
12 lack of willfulness would excuse its violations. Defendants maintained that because they had viable
13 defenses in both law and fact, such penalties were subject to a three-year limitations period under
14 Labor Code § 203(b).

15 63. Class Counsel estimated Defendant’s maximum total exposure on the section 203 claim
16 at approximately \$2,138,185.35 (597 terminated employees during the relevant period x 30 days x
17 average hourly rate of \$18.95 x 6.3 hours per shift, on average). Given the foregoing arguments,
18 Class Counsel discounted this amount by 80% to get an adjusted realistic exposure of
19 **\$427,637.07.**

20 Failure to Reimburse for Necessary Business Expenditures:

21 64. Under Labor Code § 22802(a) Defendants must indemnify Plaintiffs and Class
22 Members for all necessary expenditures or losses incurred in direct consequence of the discharge
23 of their duties. As discussed above, Plaintiffs allege that Plaintiffs and Class Members incurred
24 necessary expenditures in the performance of their job duties for Defendant, including the cost of
25 personal cell phone usage for work related purposes but were not reimbursed for those expenses
26 by Defendant. Defendants maintained that any expenses incurred by Class Members for work
27 were either reimbursed or not reimbursable under the law and that this claim is subject to
28 individualized inquiries that would preclude class certification.

65. Plaintiffs estimated Defendant's total exposure on the unreimbursed business expenses claim at approximately \$206,831.25 (8,273 months [33,093 weeks /4 weeks] x \$25 per month). However, given Defendant's reimbursement policy and the potential for the need for individualized inquiries making class certification of this claim difficult, Class Counsel applied an 80% discount to get an adjusted realistic exposure of **\$41,366.25**.

PAGA Penalties:

66. The Labor Code Private Attorneys General Act, Labor Code § 2698 *et seq.*, allows Plaintiffs to obtain civil penalties on behalf of herself and other aggrieved employees for Defendant's 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 (\$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 Code § 2699(i), seventy-five percent (75%) of the penalties recovered must be allocated to the Labor and Workforce Development Agency (LWDA), with the remaining twenty-five percent (25%) allocated to the affected employees. The limitations period for all penalties is one year prior to the filing of the complaint.

67. The provisions of the Labor Code potentially triggering PAGA penalties in this case include but are not limited to Labor Code §§ 203, 226(a), 226.3, 226.7, 510, and 1194. PAGA penalties are not mandatory and are instead permissive. Labor Code § 2699(e)(2) states that "a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." *See Thurman v. Bayshore* (2012) 203 Cal. App. 4th 1112 (substantially reducing PAGA penalties by 30% under this provision). Defendants contested Plaintiffs' claim for PAGA penalties.

68. PAGA penalties are also derivative of each and every other claim, and Defendants argued the PAGA claims would be subject to the same defenses as the underlying claims, and as well as additional equitable defenses, including substantial compliance. Finally, under *Amaral v. Cintas*

1 *Corp.* (2008) 163 Cal.App.4th 1157, Defendants asserted that penalties under PAGA could, at best,
2 be awarded only at the rates obtainable for initial violations under the applicable statutes, because
3 Defendants had never been notified of the alleged violations. *Id.* at 1208-1209.

4 69. Class Counsel estimated Defendant's total exposure on the PAGA claim at approximately
5 \$444,200.00 (4,442 PAGA Pay Periods x \$100). However, Class Counsel also estimated any PAGA
6 recovery would be substantially reduced and applied discounts in light of the countervailing
7 arguments with regard to the other causes of action and the Court's power to award "a lesser amount
8 than the maximum civil liability." The PAGA allocation agreed upon by the Parties therefore was
9 \$40,000.00, subject to the Court's final approval. 75% of that amount (\$30,000.00) will be paid to
10 the LWDA out of the Gross Settlement Amount, and the remaining 25% (\$10,000.00) will remain
11 in the PAGA Settlement Fund for distribution to the Aggrieved Employees.

12 Unfair Business Practices

13 70. Plaintiffs pled this cause of action to augment their other causes of action and aid in
14 their prosecution. Business & Professions Code § 17208 extends the statute of limitations on
15 Plaintiff's wage claims, which qualify as unfair business practices, to four years rather than the
16 three years provided by statute.

17 Summary

18 71. The foregoing discussion establishes the adequacy of the Settlement amount in light of
19 the merits of Plaintiff's case and establishes the fairness of the class-action settlement in the instant
20 case, including by analyzing it in light of the *Clark* and *Kullar* decisions. It does so by explaining
21 the legal basis for each of Plaintiff's causes of action, summarizing the evidence that Class Counsel
22 gathered in support of those causes of action, and relating to Defendant's legal and factual arguments
23 that worked to detract from the strength of Plaintiff's case.

24 72. Class Counsel applied reasonable and justified discounts, considering the facts and legal
25 contexts outlined above. These substantial discounts were necessary in light of Defendant's
26 contentions and denial of liability. This Settlement, like most others, was the product of
27 compromise. As addressed above, Plaintiffs estimated that Defendants faced approximately
28 \$1,396,153.78 in total realistic exposure on Plaintiffs' main claims. The Gross Settlement Amount

1 of \$1,025,000.00 therefore represents a recovery for the Class Members of approximately 73% of
2 the total realistic exposure Plaintiffs estimated Defendants could face on these class-wide claims.
3 Class Counsel submits that this is an optimal result for the Class in light of all of the factors described
4 above.

5 **Class Counsel Fees Payment is Fair and Reasonable**

6 73. Under the Settlement, Class Counsel requests, without opposition from Defendant, an
7 award of one-third of the Gross Settlement Amount, currently estimated to be \$341,666.67 for
8 attorneys' fees and up to \$30,000.00 for reasonable expenses incurred to prosecute the Action. This
9 request is fair, reasonable, and adequate to compensate Class Counsel for the substantial work they
10 have put into this case and, moreover, the risk they assumed by taking it in the first place as they
11 will not receive any compensation for their efforts until recovery is obtained for the Class. The
12 attorneys' fees award is intended to reimburse Class Counsel for all uncompensated work that they
13 have already done and for all the work they will continue to do in carrying out and overseeing the
14 notification to Class Members, communicating with Class Members regarding their claims, and
15 assisting in the administration of the Settlement if it is preliminarily approved. The requested fee is
16 reasonable for the services provided to Class Members and for the benefits they are to receive. Class
17 Counsel's costs incurred to date and estimated future costs are detailed in their cost log which is
18 attached hereto as **Exhibit 9**.

19 **The Class Representative Service Payments are Fair and Reasonable**

20 74. Plaintiffs are entitled to a reasonable service payment for their efforts and initiative in
21 bringing and helping to prosecute this action. Plaintiffs spent significant time better apprising
22 themselves of their rights, deciding whether remedial action should be taken and how it should be
23 taken, searching for attorneys, and contacting Class Counsel, who spent considerable time with
24 Plaintiffs discussing the case and the law.

25 75. Both before and after the filing of this lawsuit, Plaintiffs met with Class Counsel on
26 multiple occasions to discuss every aspect of their case. Plaintiffs provided Class Counsel with
27 information about Defendants and about the industry generally, produced and reviewed documents,
28 identified witnesses, consulted with Class Counsel regarding litigation strategy, made themselves

1 available and participated in the mediation process, monitored the progress of the litigation with
2 Class Counsel, and reviewed and signed the Memorandum of Understanding and the Settlement
3 Agreement.

4 76. In light of the foregoing, Class Counsel believes that the \$10,000.00 incentive award to
5 the Class Representatives is fair and reasonable.

6 **Proposed Class Notice Provides Adequate Notice**

7 77. The notification procedure set out in the Settlement Agreement provides the greatest
8 likelihood that each and every Class Member will receive the Class Notice, attached herein as
9 **Exhibit 3**. Under the Settlement, Defendants will deliver the Class Information to the Settlement
10 Administrator in the form of a Microsoft Excel spreadsheet not later than thirty (30) calendar days
11 after the Court grants Preliminary Approval of the Settlement. The Settlement Administrator will
12 mail the Class Notice with Spanish translation substantially in the form to all Class Members in no
13 event later than fourteen (14) days following the receipt of Class Data via United States Postal
14 Service (“USPS”) first class mail. (Exhibit 1, Settlement Agreement, ¶ 7.4.2). The Class Notice
15 includes a summary of the case and settlement terms and provides Class Members with detailed
16 instructions on how to exclude themselves, object to the settlement, and dispute the number of
17 workweeks and/or pay periods attributed to each Class Member per Defendant’s records. (Exhibit
18 3, Class Notice). Class Members will have sixty (60) days from the mailing of the Class Notice (plus
19 an additional fourteen (14) calendar days if they receive a re-mailed Notice) to opt out of or object
20 to the Settlement or to dispute the number of work weeks or pay periods. (Exhibit 1, Settlement
21 Agreement, ¶ 7.4.4). This is the best and most practicable way to ensure the greatest possible number
22 of Class Members will receive the Notice.

23 78. The settlement agreement does not impose any affirmative duties on Participating Class
24 Members. No claim form is required to participate in the Settlement. Individuals who wish to opt
25 out or object may do so. The Class Notice itself fully apprises Class Members of the nature of the
26 lawsuit, the claims involved, the terms of the settlement, and their options thereunder. (Exhibit 1,
27 Settlement Agreement, Exhibit 3, Class Notice). A website will be maintained to for Class Members
28 to review and reference for details regarding the Final Approval Hearing, copies of the Settlement

1 Agreement, Motion for Preliminary Approval, the Class Notice, the Motion for Final Approval, the
2 Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class
3 Representative Service Payments, and any Final Approval Order and Judgement. (Exhibit 1,
4 Settlement Agreement, ¶ 7.8.1; Exhibit 3, Class Notice). The Class Notice also provides for a
5 specific procedure to seek exclusion from the Class, disputing payments and Class Information,
6 challenging workweek and pay period data, and lodging objections to the settlement. (Exhibit 1,
7 Settlement Agreement, ¶ 7.5-7.7). In the Class Notice, Class Members will also receive Class
8 Counsel's contact information so they can speak to attorneys conversant with the legal and factual
9 issues involved in this case, as well as the contact information for the Settlement Administrator. The
10 efforts taken to ensure that Class Members receive the Class Notice and are well informed about the
11 settlement are reasonable and provide the best notice practicable under the facts.

12 **Qualifications and Adequacy of Class Counsel**

13 79. D.Law (formerly known as Davtyan Law Firm) prosecutes wage and hour cases,
14 including class actions and PAGA actions on behalf of employees and others who have had their
15 rights violated. D.Law, either on its own or with co-counsel, is currently serving as plaintiffs'
16 counsel of record in numerous wage and hour and employment class action and PAGA action cases
17 pending in both state and federal court.

18 80. D.Law is well-qualified and has ample experience, knowledge, and resources to act as
19 counsel and represent Plaintiffs and the putative Class and Aggrieved Employees in this action. Our
20 practice is exclusively focused on employment matters and representing plaintiffs in wage and hour
21 actions with the same or similar causes of actions brought forth in the matter pending before this
22 Court.

23 81. D.Law has litigated and successfully resolved many wage and hour class action cases
24 involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. De La Rosa
25 v. The Coca Cola Company et al. (Superior Court of California in Napa, 17CV000787), Harvey v.
26 Bed Bath & Beyond of California Limited Liability Company (Superior Court of California in
27 Alameda, RG17885153), Paredes v. Bottling Group LLC et. al. (Superior Court of California in
28 Kern), Ramirez v. Harris Ranch Beef Company (Superior Court of California in Fresno,

1 16CECG04103), Gates v. Gate Gourmet, Inc. et. al. (Southern District of California, 16-cv-01084-
2 L-AGS), Hargrave v. Antelope Valley Hospital (Superior Court of California in Los Angeles,
3 BC663252), Ramirez v. Milton Roy et. al. (Superior Court of California in Los Angeles, BC 632
4 276), Hawkins v. AvalonBay Communities (Superior Court of California in Santa Clara,
5 17CV316492), Jones Tharpe et al. v. Sprint Corporation et al. (Superior Court of California in Los
6 Angeles, BC644645), Ortega et al. v. Nestle Waters North America, Inc. et al. (Superior Court of
7 California in Los Angeles, BC623610), Schultz v. Jimbo's Natural Family, Inc. (Superior Court of
8 California in San Diego, 37-2017-00022348-CUE-OE-CTL), Ambrose v. Victor Valley Global et
9 al. (Superior Court of California in San Bernardino, CIVDS1709289), Puerta-Gildardo v. Real Time
10 Staffing Services LLC et. al. (Superior Court of California in Los Angeles, BC565445), Vargo v.
11 Pregis Innovative Packaging LLC (Superior Court of California in Tulare, 270836), Conlin v. Aegis
12 Senior Communities LLC (Northern District of California, 17-cv-05534-LHK), Galarza v.
13 Kloeckner Metals Corporation (Central District of California, 2:17-cv-04910-FMO), Estes v. L3
14 Technologies, Inc. et al. (Southern District of California, 3:17-cv-02356-H-JMA), Rowser v. Trunk
15 Club, Inc. (Central District of California, 2:17-cv-05064-DSF-RAO), Leach v. The Claremont
16 Colleges, Inc. (Superior Court of California in Los Angeles, BC686451), Vaesau v. PCT
17 Enterprises, Inc. dba Precision Cabinets (Superior Court of California, County of Contra Costa
18 MSC18-02404), Terry v. TF Louderback, Inc. dba Bay Area Beverage Company (Superior Court
19 of the State of California, County of Contra Costa, MSC18-00859), Roach v. Westcare California,
20 Inc. (Superior Court of California in Kern County, BCV-17-102367-SDS), Patton v. Church &
21 Dwight Co., Inc. (Central District of California, EDCV 18-903-MWF (KKx)), Juarez v. ISL
22 Employees, Inc. (Superior Court of California in Madera, MCV074787), Ferraro v. USC Verdugo
23 Hill s Hospital, et al. (Superior Court of California in Los Angeles, 18STCV09463), Ford v. Account
24 Control Technology, Inc., et al. (Superior Court of California in Los Angeles, 19STCV09369),
25 Ornelas v. iStorage, et al. (Superior Court of California in San Francisco, CGC-18-571421),
26 Martinez v. Ronpak, Inc. (Superior Court of California in Riverside, RIC1901307), Barrera et al. v.
27 Exclusive Wireless, Inc. (Superior Court of California in Stanislaus, 9000687), Barajas v. Mancha
28 Development Company LLC (Superior Court of California in Orange County, 30-2018-00974707-

CU-OE-CXC), Prado v. IMAX Corporation dba IMAC Worldwide Home (Superior Court of California in San Bernardino, CIVDS1820265), Rodriguez v. ND Industries, Inc. (Superior Court of California in Los Angeles, 19STCV38096), Singletary v. Motel 6 Operating LP, et al. (Southern District of California, 3:20-cv-0270-LAB-AHG), Quizon v. CF Watsonville East, LLC, et al. (Superior Court of California in Santa Cruz, 20CV01868), Stephenson v. Bakersfield Dodge, Inc. (Superior Court of California in Kern, BCV-20-102693), Bacerra v. Hugo Boss Retail, Inc. (Superior Court of California in San Diego, 37-2021-00002933-CU-OE-CTL), Walker v. Ariat International, Inc. (Superior Court of California in Alameda, HG19026439), Orr v. Petvet Care Centers (California) Inc. (Superior Court of California in Santa Clara, 19CV354063), Jimenez v. OEC Distribution Services, Inc. (Superior Court of California in San Bernardino, CIVDS1915743), Viridi v. Absolute Security International (Superior Court of California in San Bernardino, CIVDS 1909589), Raj v. First Transit, Inc (Superior Court of California in Sacramento, 34-2021-00295895-CU-OE-GDS), Marchbanks v. Torrid Administration, Inc. (Superior Court of California in San Diego, 37-2020-00008179-CU-OE-NC), among others.

82. I am Senior Counsel at D.Law and was admitted to the California Bar in December 2016. I received my J.D. from Trinity Law School and B.A. from the California State University of Fullerton. Since graduating from law school, I have dedicated virtually my entire career on the practice of employment law. I have practiced employment law from both the plaintiff's side and from the defense side. I have significant experience specifically working on wage and hour class actions from the plaintiff's side as well as the defense side, with the majority of my experience coming from the plaintiff's side. During my career I have represented employees in over 100 wage-and-hour class action lawsuits as lead or co-lead counsel (including in the Central, Southern, Eastern and Northern Districts of California), and I have obtained six and seven figure settlements against a range of defendants, including Fortune 500 companies. These cases have involved the gamut of wage-and-hour claims, including claims for failure to pay minimum wages, unpaid wages and overtime, failure to provide meal breaks, inaccurate pay statements, and failure to pay timely wages - similar to claims at issue in the present matter.

83. Attorney David Arakelyan is an Associate at D.Law and counsel of record for Plaintiff.

1 He received his Bachelor of Arts in history and political science from the University of California,
2 Los Angeles, in 2009. He then earned his Juris Doctorate from University of California; Los Angeles
3 in May of 2020. Attorney Matthew Carraher is an Associate at D.Law and counsel of record for
4 Plaintiff. He received his Bachelor of Arts in English and philosophy from the Loyola Marymount
5 University in 2019. He then earned his Juris Doctorate from Loyola Law School in May of 2022.

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

17 85. We understand the responsibilities owed as counsel to the Settlement Class Members and
18 aggrieved employees we represent. The attorneys at D.Law thoroughly investigated the claims
19 asserted in this action and have remained committed to dedicating the resources necessary to
20 represent the Settlement Class and vigorously pursue their claims. Based upon my experience and
21 understanding of the claims and defenses in this action, I believe the settlement is fair, adequate,
22 and reasonable for the Class Members and aggrieved employees and all involved, and that the
23 Settlement is well within the range of reasonableness that would permit it to be finally approved. I
24 am not aware of any conflict of interest with Plaintiffs or any other Class Member that would
25 interfere with our duties as Class Counsel.

26 86. On May13, 2026, Plaintiffs submitted the Class and PAGA Action Settlement Agreement
27 and Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement and
28 supporting documents to the LWDA.

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct.

3 Executed this 13th day of May 2026, in Pasadena, California

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6 David Keledjian
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EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs JOSEPH D. KELLY, JEREMIAH KELLY, and OSMAR JARED REGALADO ESPINO (“Plaintiffs”) and Defendants HUMASON II, INC., and HUMASON + SONS, INC. (“Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1 “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendants captioned *Joseph D. Kelly, et al v. HUMASON II, INC.* initiated on October 26, 2023, and pending in the Superior Court of the State of California, County of Sacramento, Case No. 23CV010746.
- 1.2 “Administrator” means Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Allegedly Aggrieved Employee” means a person classified as a non-exempt, hourly employee allegedly aggrieved while working for Defendants, in California during the PAGA and/or Class Period, as defined below.
- 1.5 “Class” means all persons employed by Defendants in California and classified as a non-exempt, hourly employee who worked for Defendant during the Class Period.
- 1.6 “Class Counsel” means Emil Davtyan, David Yeremian, David Keledjian, David Arakelyan of D.Law, Inc.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods. The Class Data shall be based on Defendants’ payroll, personnel, and other business records. At no time during the Settlement process will any Class Member’s identifying information, as described in this paragraph be filed with the Court, except under seal and only if ordered by the Court.

- 1.9 “Class Member” or “Settlement Class Member” means a member of the putative Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Allegedly Aggrieved Employee). Defendants represent that the Settlement Class consists of approximately 1,159 Class Members as of mediation, that worked a total of approximately 33,093 workweeks during the Class Period.
- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the period from October 26, 2019, through October 17, 2025.
- 1.13 “Class Representatives” means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as Class Representatives.
- 1.14 “Class Representative Service Payment” means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.
- 1.15 “Court” means the Superior Court of California, County of Sacramento.
- 1.16 “Defendants” means named Defendants HUMASON II, INC., and HUMASON + SONS, INC.
- 1.17 “Defense Counsel” means Nicole Engler, Kylie B. Runkle, and Kimberly A. Shields of MURPHY, PEARSON, BRADLEY & FEENEY, P.C.
- 1.18 “Effective Date” means the later of the following: (a) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters Final Approval of the Settlement and the Judgment is final; (b) if an objection is filed and not withdrawn, and no appeal being filed, the final date for filing an appeal; or (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the settlement.
- 1.19 “Final Approval” means the Court’s order granting final approval of the Settlement on substantially the same terms provided herein or as may be modified by subsequent agreement of the Parties or order of the Court

- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21 “Final Judgment” means the Judgment entered by the Court upon Granting Final Approval of the Settlement. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment if no appeal has been filed or has been filed and withdrawn; or if a timely appeal from the Judgment is filed, the day after the final resolution of any appeal.
- 1.22 “Gross Settlement Amount” means One Million Twenty-Five Thousand Dollars and Zero Cents (\$1,025,000.00), which will be paid on December 31, 2026 or 14 days after the Court Grants the Order for Final Approval of Settlement, whichever is later. The Gross Settlement Amount will be paid via wire transfer to the Administrator. The total amount Defendants agree to pay under the Settlement except and subject to the escalation provision under Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments, and the Administrator’s Expenses.
- 1.23 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24 “Individual PAGA Payment” means the Allegedly Aggrieved Employees’ pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.25 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

- 1.29 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30 “PAGA Pay Period” means any Pay Period during which an Allegedly Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.31 “PAGA Period” means the period from October 26, 2022, through October 17, 2025.
- 1.32 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.33 “PAGA Notice” means Plaintiffs’ October 25, 2023, May 1, 2025, and June 3, 2025, PAGA letters to Defendants and the LWDA alleging that Defendants engaged in violations of the California Labor Code and California Wage Order(s) and providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Allegedly Aggrieved Employees (\$6,250.00) and the remaining 75% to the LWDA (\$18,750.00) in settlement of PAGA claims. In sum, a total of Twenty-Five Thousand Dollars of the Gross Settlement Amount (\$25,000.00) will be paid as PAGA civil penalties.
- 1.35 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36 “Plaintiffs” means JOSEPH D. KELLY, JEREMIAH KELLY, and OSMAR JARED REGALADO ESPINO.
- 1.37 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.40 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.41 “Released Parties” means: Defendants including (i) its respective past, present direct and indirect subsidiaries and affiliates of any of the foregoing; (ii) the past, present shareholders, directors, officers, owners, agents, spouses, domestic partners, employees, clients, attorneys, insurers, predecessors, successors and assigns of any of the foregoing; and (iii) any individual or entity which could be jointly liable with any of the foregoing.

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

1.43 “Response Deadline” means 60 days after the Administrator mails the Class Notice packets to Class Members and Allegedly Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Class Notice packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline.

1.44 “QSF” means the Qualified Settlement Fund set up by the Settlement Administrator for the benefit of the Final Settlement Class, and from which the settlement payments shall be made, and which is intended to be a fund that qualifies under Internal Revenue Code Section 468B-1.

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

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

2. **RECITALS.**

2.1 On October 26, 2023, Plaintiff JOSEPH D. KELLY commenced this Action by filing a Complaint alleging causes of action against Defendants for 1) Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198); 2) Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198); 3) Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198); 4) Failure to Pay Proper Reporting Time Wages; 5) Failure to Pay Proper Sick Pay (Lab. Code § 246); 6) Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a)); 7) Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203); 8) Failure to Indemnify (Lab. Code. § 2802); 9) Failure to Pay Wages Due, Negotiable, and Payable in Cash on Demand (Lab. Code §§ 212 and 213); and 10) Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.). Subsequently, on December 22, 2023, Plaintiff filed his First Amended Complaint (“FAC”), adding a claim for Civil Penalties under Labor Code § 2698, *et seq.*

On August 11, 2025, Plaintiffs JEREMIAH KELLY, and OSMAR JARED REGALADO ESPINO filed another class action complaint against Defendants alleging the causes of action for 1) Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198); 2) Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198); 3) Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198); 4) Failure to Pay Proper Sick Pay (Lab. Code § 246); 5) Failure to Pay Proper Vacation Wages (Lab. Code. § 227.3); 6) Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a)); 7) Failure to Timely Pay All Final Wages (Lab.

Code §§ 201, 202 and 203); 8) Failure to Indemnify (Lab. Code. § 2802); 9) Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.); and 10) Civil Penalties (Lab. Code § 2698, *et seq.*

On December 18, 2025, the Parties filed a Joint Stipulation, requesting leave for Plaintiffs to file a Second Amended Complaint (“SAC”), for the purposes of settlement only, consolidating the claims in both above-references class actions, adding Plaintiffs Jeremiah Kelly and Osmar Jared Regalado Espino as named Plaintiffs in this Action, and adding a cause of action for proper vacation wage payments. Per that Joint Stipulation, should the Court refuse to grant an Order for Final Approval of Settlement, the SAC shall be null and void and the separate complaints for each matter shall revert back to their original form.

The SAC, filed on January 14, 2026, for the purposes of settlement only, is the operative complaint in the Action (the “Operative Complaint”) and Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.

- 2.1.1. Stipulation for Operative Complaint. For settlement purposes only, Defendants will stipulate that Plaintiffs may file a Second Amended Complaint for the purposes of settlement. This stipulation to file a Second Amended Complaint is proper and shall not be admissible in this or in any other action except for the sole purposes of enforcing this Agreement. Should, for whatever reason, the Court fail to issue Final Approval, the Parties’ stipulation to the Second Amended Complaint as part of the Settlement shall become null and void *ab initio* and shall have no bearing on and shall not be admissible in connection with the issue of whether or not the matters are consolidated in a non-settlement context. Defendants expressly reserve their rights and declare that they will continue to oppose consolidation, and the substantive merits of the case should the Court fail to issue Final Approval. Plaintiffs expressly reserve their rights and declare that they will continue to pursue consolidation and a trial should the Court fail to issue Final Approval.
- 2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff JOSEPH D. KELLY gave written notice to Defendants and the LWDA by sending the PAGA Notice on or about October 25, 2023. Subsequently, Plaintiffs JOSEPH D. KELLY and JEREMIAH KELLY submitted an amended PAGA notice to Defendants and the LWDA on May 1, 2025. Subsequently, Plaintiffs JOSEPH D. KELLY, JEREMIAH KELLY, and OSMAR JARED REGALADO ESPINO submitted a second amended PAGA notice to Defendants and the LWDA on June 3, 2025.
- 2.3 Defendants deny Plaintiffs’ claims and allegations in their PAGA Notices, the original Class Action Complaint, the First Amended Complaint, and Second Amended Complaint, for settlement purposes only, and the Kelly/Espino Class Action Complaint in their entirety and contend that the Action is meritless and is not suitable for class certification and/or representation treatment. Nothing in this Agreement is intended to or will be construed as an admission by Defendants that the claims in this Action have merit

or that Defendants bear any liability to Plaintiffs, the Class Members, or the Allegedly Aggrieved Employees on those claims or any other claims. Nevertheless, Defendants have taken into account the uncertainty and risk inherent in any litigation and has also concluded that further defense of the Action would be protracted and expensive. Defendants, therefore, have determined that it is desirable and beneficial that the Action be settled in a manner and upon the terms and conditions set forth in this Agreement.

2.4 The Parties originally attended mediation on November 11, 2024, but were unable to reach a settlement. Subsequently, on October 2, 2025, the Parties participated in an all-day mediation presided over by the Hon. Steven R. Denton (Ret.), which led to this Agreement to settle the Action.

2.5 Prior to mediation, Plaintiffs obtained, through informal discovery, time and pay data for Class Members and the Allegedly Aggrieved Employees along with Defendants' handbooks, policies, and procedures in effect during the Class Period. Plaintiffs were able to retain experts, who analyzed the relevant data and produced a damage analysis report. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("Dunk/Kullar").

2.6 The Court has not granted class certification.

2.7 The Parties, Class Counsel, and Defense Counsel agree that neither this Settlement nor the acts to be performed or judgments to be entered pursuant to this Settlement shall be construed as an admission by Defendants of any wrongdoing or violation of any statute or law or liability on the claims or allegations in the Action. The Parties also represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

2.8 Stipulation for Class Certification and Representative Treatment. For settlement purposes only, Defendants will stipulate that the Settlement Class Members described herein who do not Request Exclusion from the Settlement Class may be conditionally certified as a settlement class and that the Allegedly Aggrieved Employees are appropriate for representative treatment for the purposes of settlement. This stipulation to certification and representative treatment is proper and shall not be admissible in this or in any other action except for the sole purposes of enforcing this Agreement. Should, for whatever reason, the Court fail to issue Final Approval, the Parties' stipulation to class certification and representative treatment as part of the Settlement shall become null and void *ab initio* and shall have no bearing on and shall not be admissible in connection with the issue of whether or not class certification or representative treatment would be appropriate in a non-settlement context. Defendants expressly reserve their rights and declare that they will continue to oppose class certification, representative treatment, and the substantive merits of the case should the Court fail to issue Final Approval. Plaintiffs expressly reserve their rights and declare that they will continue to pursue class certification and representative treatment and a trial should the Court fail to issue Final Approval.

3. **MONETARY TERMS.**

The financial terms of the Settlement are as follows:

- 3.1 **Gross Settlement Amount.** Except as otherwise provided by Paragraph 8 below, Defendants promise to pay One Million Twenty-Five Thousand Dollars and Zero Cents (\$1,025,000.00), and no more as to the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Parties agree that Defendants may fund the Gross Settlement Amount on December 31, 2026, or 14 days after the Court Grants the Order for Final Approval of Settlement, should such approval be granted after December 31, 2026. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the agreed payment dates. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Allegedly Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2 **Payments from the Gross Settlement Amount.** The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1 **To Plaintiffs:** Class Representative Service Payment to the Class Representatives of not more than \$30,000.00 (\$10,000.00 to each of the three named Plaintiffs, in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as Participating Class Members). Defendants will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
 - 3.2.2 **To Class Counsel:** A Class Counsel Fees Payment of not more than 33.3%, which is currently estimated to be Three Hundred Forty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$341,666.67) and a Class Counsel Litigation Expenses Payment of not more than Thirty Thousand Dollars and Zero Cents (\$30,000.00). Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation

Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel 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.

- 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$15,000.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
 - 3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- 3.2.5 To the LWDA and Allegedly Aggrieved Employees: PAGA Penalties in the amount of Twenty-Five Thousand Dollars (\$40,000.00) to be paid from the Gross Settlement Amount, with 75% (\$30,000.00) allocated to the LWDA PAGA Payment and 25% (\$10,000.00) allocated to the Individual PAGA Payments.

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

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

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1 Class Workweeks and Allegedly Aggrieved Employee Pay Periods. Based on a review of their records to date, Defendants estimate that there are 1,159 Class Members who collectively worked a total of 33,093 Workweeks, and 412 Allegedly Aggrieved Employees who worked a total of 4,442 PAGA Pay Periods.

4.2 Class Data. Not later than 20 days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which 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. This is a material term of the Settlement, and if Defendants fail to send the Class Data by the deadline, Plaintiffs shall have the right to void the settlement.

4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount on December 31, 2026, or 14 days after the Court Grants the Order for Final Approval of Settlement, should such an Order be issued after December 31, 2026. Defendants shall also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator on December 31, 2026, or 14 days after the Court Grants the Order for Final Approval of Settlement, should such an order be issued after December 31, 2026.

4.4 Payments from the Gross Settlement Amount. Within 21 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class

Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

- 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Participating Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Allegedly Aggrieved Employees including Non-Participating Class Members who qualify as Allegedly Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to 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.

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

- 4.4.3 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.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, the LWDA, and each Allegedly Aggrieved Employee and Participating Class Members, and Class Counsel will release claims against all Released Parties as follows:

- 5.1 **Plaintiffs' Release.** Plaintiffs and their respective former and present spouses, domestic partners, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiffs' PAGA Notices, and released under 6.2, below, this includes but is not limited to, any and all claims that could have been asserted against Defendants based on Labor Code sections §§ 201, 202, 203, 204, 210, 212, 213, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, 2698, *et seq.*, 2699 and the related IWC Wage Orders, and Business & Professions Code §§ 17200, *et seq.* ("Plaintiffs' Release.") Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation.

This release also does not extend to any of the claims alleged, or related relief sought, by Plaintiff Osmar Jared Regalado Espino in his individual matter, entitled *Espino v. Humason II, Inc, et al*, pending in the El Dorado County Superior Court, Case No. 25CV1572.

Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

- 5.1.1 **Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.** For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

- 5.2 **Release by Participating Class Members:** All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts

stated in the Operative Complaint including but not limited to, any and all claims involving any alleged (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay hourly wages and overtime; (4) failure to pay proper reporting time pay; (5) failure to pay proper sick pay; (6) failure to pay proper vacation wages; (7) failure to provide accurate written wage statements; (8) failure to timely pay all final wages; (9) failure to indemnify; (10) failure to pay wages due, negotiable, and payable in cash on demand; (11) unfair competition; and (12) Civil Penalties during the Class Period. Civil Penalties in the Class release exclude PAGA penalties which are released only as set forth in Section 5.3. Except as set forth in Sections 5.1 and 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3 Release by Allegedly Aggrieved Employees: Allegedly Aggrieved Employees are deemed to release, on behalf of themselves and their respective partners, 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 PAGA Period facts stated in the Operative Complaint, and the PAGA Notices and ascertained in the course of the Action including, but not limited to (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay hourly wages and overtime; (4) failure to pay proper reporting time pay; (5) failure to pay proper sick pay; (6) failure to pay proper vacation wages; (7) failure to provide accurate written wage statements; (8) failure to timely pay all final wages; (9) failure to indemnify; (10) failure to pay wages due, negotiable, and payable in cash on demand; (11) unfair competition; and (12) Civil Penalties.

6. **MOTION FOR PRELIMINARY APPROVAL**. The Parties agree that Plaintiffs will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under Dunk/Kullar and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any

actual or potential conflicts of interest with Class Members, the Administrator and/or the proposed Cy Pres; (vi) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); (vii) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval; obtaining a hearing date for the Motion for Preliminary Approval; and appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

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

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

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

7.4 Notice to Class Members.

- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice, if applicable substantially in the form attached to this Agreement as **Exhibit A**. The Class Notice shall estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3 Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith. in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is either a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number or the post card attached to the notice. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 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 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Allegedly Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.
- 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's

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

7.7 Objections to Settlement.

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

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

Class Members will not be barred from appearing at the final approval hearing if they have not complied with the objection procedures for mailing objections to the Settlement Administrator.

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

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

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

7.8.2 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received,

objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

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

7.8.4 Administrator’s Declaration. Not later than 21 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

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

8. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE** Based on their records, Defendants estimate that, as of the date of the mediation, (1) there are 1,159 Class Members who collectively worked a total of 33,093 Workweeks, and (2) 412 Aggrieved Employees who worked a total of 4,442 PAGA Pay Periods.

Should the qualifying workweeks increase beyond 10% worked by the Class Members during the aforementioned period (i.e., by more than 3,303 workweeks), Defendants shall increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of workweeks worked by the Class Members above ten percent (10%), meaning Defendants will increase the Gross Settlement Amount by the percentage amount above ten

percent (10%) (e.g., if the number of workweeks increases by 11% to 36,673 workweeks, the Gross Settlement Amount will increase by one percent (1%)).

9. **DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members successfully noticed after the final number of workweeks is calculated and any disputes related to same are resolved, Defendants may elect, but are not obligated, 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 Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than 10 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than three (3) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
 - 10.1 **Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 10.2 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by 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 Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
 - 10.3 **Continuing Jurisdiction of the Court.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under CCP Section 664.6 and as otherwise allowed by law to ensure the continuing implementation of the provisions of this settlement, including (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

10.5 Denial or Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the Court does not grant Final Approval of the Settlement, or if the Court's Final Approval of the Settlement is vacated, reversed, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. If that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Defendants to pay the Gross Settlement Amount or any amounts that otherwise would have been owed under this Agreement. Further, should this occur, the Parties agree they shall be equally responsible for the Settlement Administrator's Administration Expenses through that date. However, the Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

12. **ADDITIONAL PROVISIONS.**

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary

Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 12.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, domestic partners all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency or (6) to comply with required financial reporting. Each Party agrees to immediately notify the other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate or respond to any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.4 Integrated Agreement. Upon execution by all Parties, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 Non-Disparagement. A material and important part of this Agreement is that from the date it is signed, moving forward, each Party hereto expressly warrants and represents that it will not make any defamatory, slanderous or derogatory comments to third parties concerning each other. Each Party agrees that he/she/it will not engage in any conduct or communications with a third party, public or private, designed to, or that a Party should reasonably know would, disparage any of the Parties. Each Party agrees that he/she/it will not directly or indirectly, in any capacity or manner, make, express, transmit, speak,

write, verbalize, or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory or critical of, or negative toward any of the Parties or any of their executives, directors, officers, agents, trustees, or beneficiaries or otherwise take any action which could reasonably be expected to adversely affect the personal or professional reputation of any of the other Parties.

- 12.15 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 12.16 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.17 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.18 Notice. All notices, demands or other communications to the Allegedly Aggrieved Employees 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:

Plaintiffs' Counsel:
D.Law, Inc.
Emil Davtyan
emil@d.law
David Yeremian
d.yeremian@d.law
David Keledjian
d.keledjian@d.law
David Arakelyan
d.arakelyan@d.law

450 N. Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465

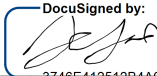
Defense Counsel:
MURPHY, PEARSON, BRADLEY & FEENEY
Nicole Engler
nengler@mpbf.com
Kimberly Shields
kshields@mpbf.com
Kylie Runkle
krunkle@mpbf.com
550 California Street, 14th Floor
San Francisco, CA 94104
Telephone: (415) 788-1900

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

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

PLAINTIFFS/CLASS REPRESENTATIVES

DATED: February 7, 2026

DocuSigned by:
By: 
3746F442F412B4A0
Plaintiff JOSEPH D. KELLY

DATED: February 7, 2026

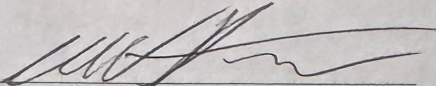
Signed by:
By: 
F8CAFF8B571647D
Plaintiff JEREMIAH KELLY

DATED: February 6, 2026

Signed by:
By: 
5BAC4E4F907749B
Plaintiff OSMAR JARED REGALADO ESPINO

DEFENDANTS

DATED: 2/17, 2026

By: 
Chad Humason
Authorized to sign on behalf of Defendant
HUMASON II, INC.

DATED: 2/15, 2026

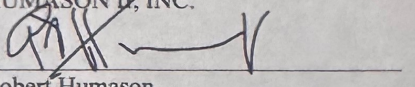
By: 
Robert Humason
Authorized to sign on behalf of Defendant
HUMASON + SONS, INC.

EXHIBIT 2

October 25, 2023

VIA ON-LINE SUBMISSION AND MAIL:

<https://dir.tfaforms.net/128> (copy by certified mail to all Defendants)

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

Humason II, Inc.

Nancy Farrell, Agent for Service of Process
12713 Augustus Ct.
San Diego, CA 92128
Certified Mail Tracking Number: 9414 8112 0620 3631 8791 68

Humason II, Inc.

4578 Longley Ln.
Suite 2
Reno, NV 89502
Certified Mail Tracking Number: 9414 8112 0620 3631 8742 62

Humason + Sons, Inc.

4578 Longley Ln.
Suite 2
Reno, NV 89502
Certified Mail Tracking Number: 9414 8112 0620 3631 8745 83

LWDA Case No.: LWDA-CM-989892-23

**Re: Labor Code § 2698, *et seq.* Penalties – PAGA Notice Letter to the LWDA
*Joseph D. Kelly v. Humason II, Inc., et al.***

Gentlepersons:

This office represents Plaintiff Joseph D. Kelly (“Plaintiff”) and other similarly situated aggrieved employees (collectively “Aggrieved Employees”) for violations of California Labor Code §§ 201, 202, 203, 204, 210, 212, 213, 226, 226.3, 226.7, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802; 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”). Unless specified below, 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, Humason II, Inc., Humason + Sons, 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 Plaintiff's Class Action Complaint, which is attached hereto and incorporated by reference herein. The Complaint is being concurrently filed in Sacramento 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 Class Action Complaint provides the details of Plaintiff's class-wide claims and 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 was employed by Defendants as a non-exempt hourly employee in California. Aggrieved Employees include all non-exempt hourly employees of Defendants within the state of California from one year prior to the date of this letter and continuing through the present (Plaintiff and Aggrieved Employees are collectively referred to herein as "Aggrieved Employees").

Defendants had a common policy and practice of systemically failing to pay Aggrieved Employees proper wages and overtime for all hours worked, at the proper rates of pay.

Aggrieved Employees were consistently required to perform work, off-the-clock, for which they were not paid wages. Specifically, Aggrieved Employees were required to wait in long lines for other employees to clock into their shifts while they were at the worksite and under the control and direction of Defendants. Aggrieved Employees also had to wait in lines to clock in at the end of their meal periods. The forgoing and uncompensated working time was under the direction and control of Defendants, for which no wages were paid.

Furthermore, Aggrieved Employees were required to remain on-call outside of their usual scheduled shifts, and remain readily available to work, immediately upon Defendants' requests. Aggrieved Employees were not left free and unrestricted during on-call working hours, and were not free to pursue personal interests without restriction. Aggrieved Employees were never paid stipends, or wages, for either controlled or uncontrolled on-call or stand-by working hours.

This uncompensated time caused Aggrieved Employees to work in excess of eight (8), ten (10) and/or twelve (12) hours a day and/or forty (40) hours a week, entitling Aggrieved Employees to minimum and overtime wages, which they were systemically denied.

Defendants had a common policy and practice of systemically denying Aggrieved Employees the opportunity to take meal periods in compliance with California Law. Specifically, due to the uncompensated pre-shift duties, discussed herein, Aggrieved Employees were denied the opportunity to take timely meal periods prior to the completion of their fifth hour of work. Furthermore, Aggrieved Employees were required to cut their meal periods short due to having to wait in line to clock back in at the end of their meal periods.

Aggrieved Employees were not provided with meal periods of at least thirty (30) minutes for each



five (5) hour work period due to (1) Defendants' policy of not scheduling each meal period as part of each work shift; (2) no formal written meal policy that encouraged employees to take their meal periods, or that advised Aggrieved Employees of their meal and rest period rights; and (3) Defendants' practice of denying Aggrieved Employees compliant duty-free meal periods, of not less than 30 minutes, to commence prior to the completion of their fifth hour of work.

Defendants had a common policy and practice of systemically denying Aggrieved Employees the opportunity to take rest breaks in compliance with the California Law. Aggrieved Employees were not provided with rest periods of at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest period as part of each work shift, including second rest breaks for shifts of six (6) hours or more; (2) no formal compliant written rest period policy that encouraged employees to take their rest periods, or that properly advised Aggrieved Employees of their rest period rights; (3) Defendants' policy and practice of requiring Aggrieved Employees to remain on the premises during their rest breaks; (4) Defendants' policy and practice of requiring Aggrieved Employees to continue working through their rest breaks due to the excessive workload.

Furthermore, Defendants failed to pay Aggrieved Employees premium pay wages at their appropriate regular rates of pay for each meal and rest period denied.

Defendants also had a common policy and practice of failing to pay Aggrieved Employees all reporting time pay to which they were entitled under California Law. Specifically, Defendants cancelled Aggrieved Employees' shifts after they arrived at work or within the first two (2) hours of a scheduled shift. Defendants never paid Aggrieved Employees reporting time pay for the entire shift.

Defendants had a common policy and practice of systemically failing to pay Aggrieved Employees the requisite sick time pay in accordance with California Law. Specifically, Aggrieved Employees worked for Defendants for more than 30 days, but were not paid at least one hour of sick pay for every 30 hours of work, or at least 3 days of sick time for every 12 month period of work.

Aggrieved Employees were not provided with accurate wage statements as mandated by law pursuant to Labor Code section 226. Specifically, Defendants failed to issue wage statements as "a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing." Additionally, the wage statements issued to Aggrieved Employees were not recorded in "ink or other indelible form."

Defendants failed to comply with Labor Code section 226(a)(1) as "gross wages earned" were not accurately reflected in that: all hours worked, including overtime, were not included.

Defendants failed to comply with Labor Code section 226(a)(2) as "total hours worked by the employee" were not accurately reflected in that: all hours worked, including overtime, were not included.

Defendants failed to comply with Labor Code section 226(a)(5) as "net wages earned" were not accurately reflected in that: all hours worked, including overtime, were not included.



Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” were not accurately reflected in that: all hours worked, including overtime, were not included.

Furthermore, Defendants failed to provide Aggrieved Employees with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE Opinion Letters. Plaintiff’s and Aggrieved Employees’ wage statement were only provided in electronic format in violation of Labor Code § 226.

Aggrieved Employees were not reimbursed for business expenses incurred in executing their duties under Defendant’s employ. Specifically, Defendants required Aggrieved Employees to clean and maintain the company uniform at their own expense. Defendants never reimbursed Aggrieved Employees for the costs of laundry and maintenance despite the uniforms being unable to wash with other laundry.

Defendants failed to pay Aggrieved Employees with an order, check, draft, note, memorandum, or other acknowledgment of indebtedness that was payable on demand, without discount at some established place of business in the state. Defendants' issued pay cards to Aggrieved Employees for wages earned. These pay cards were useable for a fee and did not have a provision for use and payment in California at no cost to the employee. Therefore, Defendants failed to provide Aggrieved Employees with checks, drafts, notes or other acknowledgements of indebtedness that were payable on demand without discount as required by Labor Code § 212, which required Aggrieved Employees to incur fees to use, was not fully cashable, and not usable at all financial institutions.

PAGA Claim Details, Legal Bases for Violations and Penalties:

As addressed above and in further detail in the Class Action Complaint, the Aggrieved Employees complain of the following violations committed by Defendants:¹

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

¹ Plaintiff hereby reserves the right to seek penalties on behalf of all Aggrieved Employees, for Defendants’ violations of the applicable provisions of the Labor Code, suffered by Aggrieved Employees, but not directly suffered by Plaintiff under *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.



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 had a common policy and practice of systemically failing to pay Aggrieved Employees proper wages and overtime for all hours worked, at the proper rates of pay.

Aggrieved Employees were consistently required to perform work, off-the-clock, for which they were not paid wages. Specifically, Aggrieved Employees were required to wait in long lines for other employees to clock in to their shifts while they were at the worksite and under the control and direction of Defendants. Aggrieved Employees also had to wait in line to clock in at the end of their meal periods. The forgoing and uncompensated working time was under the direction and control of Defendants, for which no wages were paid.

Furthermore, Aggrieved Employees were required to remain on-call outside of their usual scheduled shifts, and remain readily available to work, immediately upon Defendants’ requests. Aggrieved Employees were not left free and unrestricted during on-call working hours, and were not free to pursue personal interests without restriction. Aggrieved Employees were never paid stipends, or wages, for either controlled or uncontrolled on-call or stand-by working hours.

Defendants have the ability to pay minimum and overtime wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Aggrieved Employees.



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). 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, 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. Specifically, Aggrieved Employees consistently worked in excess of eight (8), ten (10), and twelve (12) hours a day, and/or forty (40) hours a week. However, Aggrieved Employees were not paid overtime wages for hours worked in excess of 8 hours a day. Moreover, the uncompensated time, discussed above caused Aggrieved Employees to work in excess of eight (8), ten (10), and twelve (12) hours a day and/or 40 hours a week, further entitling Aggrieved Employees overtime wages which they were consistently denied, all in violation of Labor Code § 510 and applicable Wage Orders.

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 8, 10, and 12 hours in a given day, and/or forty hours in a given week. 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 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 and 512 and Penalties

Defendants had a common policy and practice of systemically denying Aggrieved Employees the opportunity to take meal periods in compliance with California Law. Specifically, due to the uncompensated pre-shift duties, discussed herein, Aggrieved Employees were denied the opportunity to take timely meal periods prior to the completion of their fifth hour of work. Furthermore, Aggrieved Employees were required to cut their meal periods short due to having to wait in line to clock back in at the end of their meal periods.

Aggrieved Employees were not provided with meal periods of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal period as part of each work shift; (2) no formal written meal policy that encouraged employees to take their meal periods, or that advised Aggrieved Employees of their meal and rest period rights; and (3) Defendants' practice of denying Aggrieved Employees compliant duty-free meal periods, of not less than 30 minutes, to commence prior to the completion of their fifth hour of work.

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.



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 have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than 10 minutes for every work period of 4 or more consecutive hours, as required by Labor Code. Aggrieved Employees were not provided with rest periods of at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest period as part of each work shift, including second rest breaks for shifts of six (6) hours or more; (2) no formal compliant written rest period policy that encouraged employees to take their rest periods, or that properly advised Aggrieved Employees of their rest period rights; (3) Defendants' policy and practice of requiring Aggrieved Employees to remain on the premises during their rest breaks; (4) Defendants' policy and practice of requiring Aggrieved Employees to continue working through their rest breaks due to the excessive workload.

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 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.

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).

Failure to Pay Proper Sick Time

Labor Code Section 246 affords an employee "who works in California for 30 or more days within a year from the commencement of employment [] paid sick days . . . of not less than one hour per every 30 hours worked" and "no less than 24 hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period."

Additionally, Subsection (l) of Section 246 provides:

For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations:

(1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.

Defendants had a common policy and practice of systemically failing to pay Aggrieved Employees



the requisite sick time pay in accordance with California Law. Specifically, Aggrieved Employees worked for Defendants for more than 30 days, but were not paid at least one hour of sick pay for every 30 hours of work, or at least 3 days of sick time for every 12 month period of work.

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, 246, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 246, 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 Pay Proper Reporting Time Pay

The IWC Wage Orders, require that reporting time pay be provided to any employee who is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work.

Plaintiff is informed and believes and thereon alleges that all or substantially all of the Aggrieved Employees are subject to Defendants' policies and practices requiring them to call in or otherwise show up to work but not being paid half said their usual or scheduled day's work. Specifically, Defendants cancelled Aggrieved Employees' shifts after they arrived at work or within the first two (2) hours of a scheduled shift. Defendants never paid Aggrieved Employees reporting time pay for the entire shift.

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, 510, 1198, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 246, 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 Reimburse for Necessary Business Expenditures in Violation of Labor Code § 2802

Defendants have consistently required Aggrieved Employees to incur necessary business expenses in the execution of their duties under Defendants' employ. Specifically, Defendants required Aggrieved Employees to clean and maintain the company uniform at their own expense. Defendants never reimbursed Aggrieved Employees for the costs of laundry and maintenance despite the uniforms being unable to wash with other laundry.

Defendants systematically and 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).

Failure to Issue Accurate and Itemized 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 Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. The wage statements given to Aggrieved Employees failed to accurately account for unpaid wages, overtime, premium pay for deficiently provided meal periods and rest breaks.

Additionally, for the purposes of Subsection (a)(9), Plaintiff seeks to expand the scope of the Aggrieved Employees she seeks to represent to extend to all individuals employed by Defendants during the applicable period. The wage statements issued to Aggrieved Employees failed to state all applicable hourly rates for which Aggrieved Employees were paid as required by Labor Code § 226(a)(9).

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 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. Additionally, by not providing wage statements as required under section 204, Defendants systematically violated Labor Code § 204 and § 226.

Given the above described off the clock work, 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 foregoing, 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, off the clock work, 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 Pay Wages Due, Negotiable and Payable in Cash on Demand in Violation of Labor Code §§ 212 and 213

Labor Code § 212 states that no employer “shall issue in payment of wages due” by “order, check, draft, note, memorandum, or other acknowledgment of indebtedness, unless it is negotiable and payable in cash, on demand, without discount, at some established place of business in the state.”

Defendants failed to pay Plaintiff and Aggrieved Employees, with an order, check, draft, note, memorandum, or other acknowledgment of indebtedness that was payable on demand, without discount at some established place of business in the state. Defendants issued pay cards to Aggrieved Employees for wages earned. These pay cards were useable for a fee and did not have a provision for use and payment in California at no cost to the employee. Therefore, Defendants failed to provide Plaintiff and Aggrieved Employees with checks, drafts, notes or other acknowledgements of indebtedness that were payable on demand without discount as required by Labor Code § 212, which required Plaintiff and Aggrieved Employees to incur fees to use, was not fully cashable, and not usable at all financial institutions.

Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiff and the class in a civil action for damages and wages owed and for costs and attorneys' fees under Labor Code §§ 212 and 213.

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 §§ 212, 213, and 2699.5 seeking all civil penalties available and applicable under Labor Code § 2699(f)(2), 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. By failing to pay Aggrieved Employees proper wages, overtime, double time, premium pay, etc., and by not recording meal period start and end times, all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the forgoing, 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 the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for 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).

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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. 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, 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).

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

Consequently, 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 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.

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, 212, 213, 226, 226.3, 226.7, 227.3, 246, 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 the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked, failure to pay proper reporting time and sick pay 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 §§ 212, 213, 227.3, 246, 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 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 the Aggrieved Employees with wage statements or with accurate, itemized wage statements and failure to maintain employment records for 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) Failure to Reimburse Business Expenses: For Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 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 §§ 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) 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 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 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.

A handwritten signature in blue ink, appearing to read 'David Yeremian', written over the printed name.

David Yeremian

Cc: Humason II, Inc., Humason + Sons, Inc., by Certified Mail

1 D.LAW, INC.
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8
9 Attorneys for Plaintiff JOSEPH D. KELLY

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF SACRAMENTO

12
13 JOSEPH D. KELLY, on behalf of himself and
all others similarly situated, and the general
14 public,

15 *Plaintiff,*

16 v.

17 HUMASON II, INC., a Nevada corporation;
HUMASON + SONS, INC., an entity of
18 unknown form; and DOES 1 through 50,
19 inclusive,

20 *Defendants.*
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Case No.:

CLASS ACTION COMPLAINT

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198);
4. Failure to Pay Proper Reporting Time Wages;
5. Failure to Pay Proper Sick Pay (Lab. Code § 246);
6. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
7. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
8. Failure to Indemnify (Lab. Code § 2802);
9. Failure to Pay Wages Due, Negotiable and Payable in Cash on Demand (Lab. Code §§ 212 and 213);
10. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);

JURY TRIAL DEMANDED

1 Plaintiff JOSEPH D. KELLY (“Plaintiff”), on behalf of himself, all others similarly situated,
2 and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class action against Defendants HUMASON II, INC., a Nevada
5 corporation; HUMASON + SONS, INC., an entity of unknown form; and DOES 1 through 50,
6 inclusive, (collectively referred to as “Defendants”) for alleged violations of the California Labor
7 Code and California Business and Professions Code. As set forth below, Plaintiff alleges that
8 Defendants have:

- 9 a. failed to pay them overtime wages at the correct rate;
- 10 b. failed to pay them double time wages at the correct rate;
- 11 c. failed to pay them overtime and/or double time wages by failing to include all
12 applicable remuneration in calculating the regular rate of pay;
- 13 d. failed to provide them with meal periods;
- 14 e. failed to provide them with rest periods;
- 15 f. failed to pay them premium wages for missed meal and rest periods;
- 16 g. failed to pay them proper reporting time pay;
- 17 h. failed to pay them proper sick time pay;
- 18 i. failed to provide them with accurate written wage statements;
- 19 j. failed to pay wages due, negotiable and payable in cash on demand;
- 20 k. failed to reimburse them with necessary business expenditures;
- 21 l. failed to pay them all their final wages following separation of employment.

22 Based on these alleged Labor Code violations, Plaintiff now brings this class action to recover
23 unpaid wages, liquidated damages, penalties, restitution, and related relief on behalf of himself, all
24 others similarly situated, and the general public.

25 **JURISDICTION AND VENUE**

26 2. This Court has subject matter jurisdiction to hear this case because the monetary
27 damages and restitution sought by Plaintiff from Defendants’ conduct exceeds the minimal
28 jurisdiction of the Superior Court of the State of California.

3. Venue is proper in the County of Sacramento pursuant to Code of Civil Procedure sections 395(a) and 395.5 in that liability arose this county because at least some of the transactions that are the subject matter of this Complaint occurred therein and/or each defendant is found, maintains offices, transacts business and/or has an agent therein.

4. Venue is proper in Sacramento County because Defendants' have at all times alleged herein, conducted business in Sacramento County, and throughout California. As such, venue is proper in any county in California.

PARTIES

5. Plaintiff JOSEPH D. KELLY is, and at all relevant times mentioned herein, an individual residing in the State of California.

6. Plaintiff is informed and believes, and thereupon alleges that Defendant HUMASON II, INC. is, and at all relevant times mentioned herein, a Nevada corporation doing business in the State of California.

7. Plaintiff is informed and believes, and thereupon alleges that Defendant HUMASON + SONS INC is, and at all relevant times mentioned herein, an entity of unknown form doing business in the State of California.

8. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants when ascertained. Plaintiff is informed and believes, and thereupon alleges that each of the fictitiously named defendants are responsible in some manner for the occurrences, acts and omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE defendants when ascertained.

9. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some or all of the defendants were the representatives, agents, employees, partners, directors, associates, joint venturers, joint employers, owners, principals or co-participants of some or all of the other defendants, and in doing the things alleged herein, were acting within the course

1 and scope of such relationship and with the full knowledge, consent, and ratification by such other
2 defendants.

3 10. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
4 mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and
5 conspired with one another, and aided and abetted one another to accomplish the occurrences, acts
6 and omissions alleged herein.

7 11. This action has been brought and may be maintained as a class action pursuant to Code
8 of Civil Procedure section 382 because there is a well-defined community of interest among the
9 persons who comprise the readily ascertainable classes defined below and because Plaintiff is
10 unaware of any difficulties likely to be encountered in managing this case as a class action.

11 12. **Relevant Time Period:** The relevant time period is defined as the time period
12 beginning four years prior to the filing of this action until judgment is entered.

- 13 a. **Hourly Employee Class:** All persons employed by Defendants, collectively or
14 separately, and/or any staffing agencies and/or any other third parties in hourly or
15 non-exempt positions in California four years prior to the filing of this action and
16 ending on the date that final judgment is entered in this action (“Hourly Employee
17 Class”).
- 18 b. **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked in
19 a shift in excess of five hours during the four years prior to the filing of this action
20 and ending on the date that final judgment is entered in this action.
- 21 c. **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked a
22 shift of at least three and one-half (3.5) hours the four years prior to the filing of
23 this action and ending on the date that final judgment is entered in this action.
- 24 d. **Reporting Time Pay Sub-Class:** All **Hourly Employee Class** members who
25 were required to call in or otherwise show up to work without being paid half of
26 their usual or scheduled day's work from four years prior to the filing of this action
27 and ending on the date that final judgment is entered in this action.
- 28 e. **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members who
separated from their employment with Defendants during the period beginning
three years before the filing of this action and ending when final judgment is
entered.
- f. **Sick-Pay Class:** All persons employed by Defendants in California who, at any
time from four years prior to the filing of this action and ending on the date that
final judgment is entered in this action, worked for more than 30 days for
Defendants, and were not paid for at least one hour of sick time for every 30 hours
of work thereafter, or at least 3 days of sick time for every 12-month period of
employment.

- 1 g. **Wage Statement Class**: All persons employed by Defendants in California during
2 the period beginning one year before the filing of this action and ending when final
3 judgment is entered.
- 4 h. **Pay Card Class**: All persons employed by Defendants in California, who were
5 paid by pay card (or similar means) at any time during the **Relevant Time Period**.
- 6 i. **Expense Reimbursement Class**: All persons employed by Defendants in
7 California who incurred business expenses during the **Relevant Time Period**.
- 8 j. **UCL Class**: All **Hourly Employee Class** and **Expense Reimbursement Class**
9 members employed by Defendants in California during the four years prior to the
10 filing of this action and ending on the date that final judgment is entered in this
11 action.

12 13. **Reservation of Rights**: Pursuant to Rule of Court 3.765(b), Plaintiff reserves the right
13 to amend or modify the class definitions with greater specificity, by further division into sub-classes
14 and/or by limitation to particular issues.

15 14. **Numerosity**: The class members are so numerous that the individual joinder of each
16 individual class member is impractical. While Plaintiff does not currently know the exact number of
17 class members, Plaintiff is informed and believes, and thereupon alleges that the actual number
18 exceeds the minimum required for numerosity under California law.

19 15. **Commonality and Predominance**: Common questions of law and fact exist as to all
20 class members and predominate over any questions which affect only individual class members.
21 These common questions include, but are not limited to:

- 22 a. Whether Defendants maintained a policy or practice of failing to provide
23 employees with their rest periods;
- 24 b. Whether Defendants maintained a policy or practice of failing to provide
25 employees with their meal periods;
- 26 c. Whether Defendants failed to pay premium wages to class members when they
27 have not been provided with meal and rest periods at the appropriate rates of pay;
- 28 d. Whether Defendants failed to pay minimum and/or overtime wages to class
members for all time worked;
- e. Whether Defendants maintained a policy or practice of failing to pay proper
reporting time pay;

- f. Whether Defendants failed to pay proper sick time pay;
- g. Whether Defendants failed to pay wages due, negotiable and payable in cash on demand;
- h. Whether Defendants failed to provide class members with accurate written wage statements as a result of providing them with written wage statements with inaccurate entries for, among other things, amounts of gross and net wages, and total hours worked;
- i. Whether Defendants applied policies or practices that result in late and/or incomplete final wage payments;
- j. Whether Defendants failed to reimburse class members for all necessary business expenses incurred during the discharge of their duties;
- k. Whether Defendants are liable to class members for waiting time penalties under Labor Code section 203; and
- l. Whether class members are entitled to restitution of money or property that Defendants may have acquired from them through unfair competition;

16. **Typicality:** Plaintiff's claims are typical of the other class members' claims. Plaintiff is informed and believes, and thereupon alleges that Defendants have a policy or practice of failing to comply with the California Labor Code and Business and Professions Code as alleged in this Complaint.

17. **Adequacy of Class Representative:** Plaintiff is an adequate class representative and has no interests that are adverse to, or otherwise conflict with, the interests of absent class members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly and adequately represent and protect the interests of the other class members.

18. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that they have no known conflicts of interest with Plaintiff or absent class members, are experienced in wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on behalf of Plaintiff and absent class members.

19. **Superiority:** A class action is vastly superior to other available means for fair and

1 efficient adjudication of the class members' claims and would be beneficial to the parties and the
2 Court. Class action treatment will allow a number of similarly situated persons to simultaneously and
3 efficiently prosecute their common claims in a single forum without the unnecessary duplication of
4 effort and expense that numerous individual actions would entail. In addition, the monetary amounts
5 due to many individual class members are likely to be relatively small and would thus make it
6 difficult, if not impossible, for individual class members to both seek and obtain relief. Moreover, a
7 class action will serve an important public interest by permitting class members to effectively pursue
8 the recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent
9 or contradictory judgments inherent in individual litigation.

10 **GENERAL ALLEGATIONS**

11 20. Plaintiff worked for Defendants as a non-exempt employee during the relevant and
12 statutory periods.

13 21. Defendants had a common policy and practice of systemically failing to pay Plaintiff
14 and Class Members proper wages and overtime for all hours worked, at the proper rates of pay.

15 22. Next, Plaintiff and Class Members were also consistently required to perform work,
16 off-the-clock, for which they were not paid wages. Specifically, Plaintiff and Class Members were
17 required to wait in long lines for other employees to clock into their shifts while they were at the
18 worksite and under the control and direction of Defendants. Plaintiff and Class Members also had to
19 wait in lines to clock back in at the end of their meal periods. The forgoing and uncompensated
20 working time was under the direction and control of Defendants, for which no wages were paid.

21 23. Furthermore, Plaintiff and Class Members were required to remain on-call outside of
22 their usual scheduled shifts, and remain readily available to work, immediately upon Defendants'
23 requests. Plaintiff and Class Members were not left free and unrestricted during on-call working
24 hours, and were not free to pursue personal interests without restriction. Plaintiff and Class Members
25 were never paid stipends, or wages, for either controlled or uncontrolled on-call or stand-by working
26 hours.

27 24. This uncompensated time caused Plaintiff and Class Members to work in excess of
28 eight (8), ten (10) and/or twelve (12) hours a day and/or forty (40) hours a week, entitling Plaintiff

1 and Class Members to minimum and overtime wages, which they were systemically denied.

2 25. Defendants had a common policy and practice of systemically denying Plaintiff and
3 Class Members the opportunity to take meal periods in compliance with the California Law.
4 Specifically, due to the uncompensated pre-shift duties, discussed herein, Plaintiff and Class
5 Members were denied the opportunity to take timely meal periods prior to the completion of their
6 fifth hour of work. Furthermore, Plaintiff and Class Members were required to cut their meal periods
7 short due to having to wait in line to clock back in at the end of their meal periods.

8 26. Plaintiff and Class Members were not provided with meal periods of at least thirty (30)
9 minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal
10 period as part of each work shift; (2) no formal written meal policy that encouraged employees to
11 take their meal periods, or that advised Class Members of their meal and rest period rights; and (3)
12 Defendants' practice of denying Plaintiff and Class Members compliant duty-free meal periods, of
13 not less than 30 minutes, to commence prior to the completion of their fifth hour of work.

14 27. Defendants had a common policy and practice of systemically denying Plaintiff and
15 Class Members the opportunity to take rest periods in compliance with the California Law. Plaintiff
16 and Class Members were not provided with rest periods of at least ten (10) minutes for each four (4)
17 hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest
18 period as part of each work shift, including second rest breaks for shifts of six (6) hours or more; (2)
19 no formal compliant written rest period policy that encouraged employees to take their rest periods,
20 or that properly advised Plaintiff and Class Members of their rest period rights; (3) Defendants' policy
21 and practice of requiring Plaintiff and Class Members to remain on the premises during their rest
22 breaks; (4) Defendants' policy and practice of requiring putative class members to continue working
23 through their rest breaks due to the excessive workload.

24 28. Furthermore, Defendants failed to pay Plaintiff and Class Members premium pay
25 wages at their appropriate regular rates of pay for each meal and rest period denied.

26 29. Defendants also had a common policy and practice of failing to pay Plaintiff and Class
27 Members all reporting time pay to which they were entitled under California Law. Specifically,
28 Defendants cancelled Plaintiff's and Class Members' shifts after they arrived at work or within the

1 first two (2) hours of a scheduled shift. Defendants never paid Plaintiff and Class Members reporting
2 time pay for the entire shift.

3 30. Plaintiff and Class Members were not provided with accurate wage statements as
4 mandated by law pursuant to Labor Code section 226. Specifically, Defendants failed to issue wage
5 statements as “a detachable part of the check, draft, or voucher paying the employee’s wages, or
6 separately if wages are paid by personal check or cash, an accurate itemized statement in writing.”
7 Additionally, the wage statements issued to Plaintiff and Class Members were not recorded in “ink
8 or other indelible form.”

9 31. Defendants failed to comply with Labor Code section 226(a)(1) as “gross wages
10 earned” were not accurately reflected in that: all hours worked, including overtime, were not included.

11 32. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours worked
12 by the employee” were not accurately reflected in that: all hours worked, including overtime, were
13 not included.

14 33. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned”
15 were not accurately reflected in that: all hours worked, including overtime, were not included.

16 34. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable
17 hourly rates in effect during the pay period and the corresponding number of hours worked at each
18 hourly rate by the employee” were not accurately reflected in that: all hours worked, including
19 overtime, were not included.

20 35. Furthermore, Defendants failed to provide Plaintiff and Class Members with paper pay
21 stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE Opinion Letters.
22 Plaintiff’s and Class Members’ wage statement were only provided in electronic format in violation
23 of Labor Code § 226.

24 36. Plaintiff and Class Members were not reimbursed for business expenses incurred in
25 executing their duties under Defendant’s employ. Specifically, Defendants required Plaintiff and
26 Class Members to clean and maintain the company uniform at their own expense. Defendants never
27 reimbursed Plaintiff and Class Members for the costs of laundry and maintenance despite the
28 uniforms being unable to wash with other laundry.

37. Defendants failed to pay Plaintiff and Class Members with an order, check, draft, note, memorandum, or other acknowledgment of indebtedness that was payable on demand, without discount at some established place of business in the state. Defendants' issued pay cards to Plaintiff and Class Members for wages earned. These pay cards were useable for a fee and did not have a provision for use and payment in California at no cost to the employee. Therefore, Defendants' failed to provide Plaintiff and Class Members with checks, drafts, notes or other acknowledgements of indebtedness that were payable on demand without discount as required by Labor Code § 212, which required Plaintiff and Class Members to incur fees to use, was not fully cashable, and not usable at all financial institutions.

38. Finally, Defendants had a common policy and practice of systemically failing to pay Plaintiff and Class Members the requisite sick time pay in accordance with California Law. Specifically, Plaintiff and Class Members worked for Defendants for more than 30 days, but were not paid at least one hour of sick pay for every 30 hours of work, or at least 3 days of sick time for every 12 month period of work.

FIRST CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Lab. Code §§ 226.7, 512, 1174, and 1198)

(Plaintiff and Meal Period Sub-Class)

39. Plaintiff incorporates by reference the preceding paragraphs of the Complaint as if fully alleged herein.

40. At all relevant times, Plaintiff and the **Meal Period Sub-Class** members have been non-exempt employees of Defendant entitled to the full meal period protections of both the Labor Code and the applicable Industrial Welfare Commission Wage Order.

41. Labor Code section 512 and Section 11 of the applicable Industrial Welfare Commission Wage Order impose an affirmative obligation on employers to provide non-exempt employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period of five hours, and to provide them with two uninterrupted, duty-free meal periods of at least thirty minutes for each work period of ten hours.

1 42. Labor Code section 226.7 and Section 11 of the applicable Industrial Welfare
2 Commission Wage Order (“Wage Order”) both prohibit employers from requiring employees to work
3 during required meal periods and require employers to pay non-exempt employees an hour of
4 premium wages on each workday that the employee is not provided with the required meal period.

5 43. Compensation for missed meal periods constitutes wages within the meaning of Labor
6 Code section 200.

7 44. Labor Code section 1198 makes it unlawful to employ a person under conditions that
8 violate the applicable Wage Order.

9 45. Section 11 of the applicable Wage Order states:

10 No employer shall employ any person for a work period of more than
11 five (5) hours without a meal period of not less than 30 minutes, except
12 that when a work period of not more than six (6) hours will complete
13 the day’s work the meal period may be waived by mutual consent of
14 the employer and employee. Unless the employee is relieved of all duty
15 during a 30 minute meal period, the meal period shall be considered an
16 ‘on duty’ meal period and counted as time worked. An ‘on duty’ meal
 period shall be permitted only when the nature of the work prevents an
 employee from being relieved of all duty and when by written
 agreement between the parties an on-the-job paid meal period is agreed
 to. The written agreement shall state that the employee may, in writing,
 revoke the agreement at any time.

17 46. At all relevant times, Plaintiff was not subject to a valid on-duty meal period
18 agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class**
19 members were not subject to valid on-duty meal period agreements with Defendants.

20 47. Plaintiff alleges that, at all relevant times during the applicable limitations period,
21 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
22 **Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for each five (5)
23 hour work period, as required by Labor Code section 512 and the applicable Wage Order.
24 Specifically, due to the uncompensated pre-shift duties, discussed herein, Plaintiff and **Meal Period**
25 **Sub-Class** members were denied the opportunity to take timely meal periods prior to the completion
26 of their fifth hour of work. Furthermore, Plaintiff and **Meal Period Sub-Class** members were required
27 to cut their meal periods short due to having to wait in line to clock back in at the end of their meal
28 periods.

1 48. Plaintiff and Class Members were not provided with meal periods of at least thirty (30)
2 minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal
3 period as part of each work shift; (2) no formal written meal policy that encouraged employees to
4 take their meal periods, or that advised **Meal Period Sub-Class** members of their meal and rest period
5 rights; and (3) Defendants' practice of denying Plaintiff and **Meal Period Sub-Class** members
6 compliant duty-free meal periods, of not less than 30 minutes, to commence prior to the completion
7 of their fifth hour of work.

8 49. Plaintiff alleges that, at all relevant times during the applicable limitations period,
9 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**
10 **Class** members when they worked five (5) hours without clocking out for any meal period.

11 50. Plaintiff alleges that, at all relevant times during the applicable limitations period,
12 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
13 **Sub-Class** with a second meal period when they worked shifts of ten (10) or more hours and failed
14 to pay them premium wages as required by Labor Code 512 and the applicable Wage Order.

15 51. Moreover, Defendants written policies fail to inform Meal period Class Members of
16 their meal period rights under the Labor Code and applicable Wage Orders.

17 52. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub-**
18 **Class** members additional premium wages, and/or were not paid premium wages at the employees'
19 regular rates of pay when required meal periods were not provided.

20 53. Pursuant to Labor Code section 204, 218.6, 226.7 and 512, Plaintiff, on behalf of
21 himself and the **Meal Period Sub-Class** members, seeks to recover unpaid premium wages, interest
22 thereon, and costs of suit.

23 54. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
24 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and the
25 **Meal Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

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1 rest breaks for shifts of six (6) hours or more; (2) no formal compliant written rest period policy that
2 encouraged employees to take their rest periods, or that properly advised Plaintiff and **Rest Period**
3 **Sub-Class** members of their rest period rights; (3) Defendants' policy and practice of requiring
4 Plaintiff and **Rest Period Sub-Class** members to remain on the premises during their rest breaks; (4)
5 Defendants' policy and practice of requiring **Rest Period Sub-Class** members to continue working
6 through their rest breaks due to the excessive workload.

7 63. At all relevant times, Defendants failed to pay Plaintiff and the **Rest Period Sub-Class**
8 members additional premium wages when required rest periods were not provided.

9 64. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiff, on behalf of himself
10 and **Rest Period Sub-Class** members, seeks to recover unpaid premium wages, interest thereon, and
11 costs of suit.

12 65. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
13 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and **Rest**
14 **Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

15 **THIRD CAUSE OF ACTION**

16 **FAILURE TO PAY HOURLY AND OVERTIME WAGES**

17 **(Lab. Code §§ 223, 510, 1194, 1197 and 1198)**

18 **(Plaintiff and Hourly Employee Class)**

19 66. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
20 herein.

21 67. At all relevant times, Plaintiff and **Hourly Employee Class** members are or have been
22 non-exempt employees of Defendants entitled to the full protections of the Labor Code and the
23 applicable Wage Order.

24 68. Section 2 of the applicable Wage Order defines "hours worked" as "the time during
25 which an employee is subject to the control of the employer, and includes all the time the employee
26 is suffered or permitted to work, whether or not required to do so."

27 69. Section 4 of the applicable Wage Order requires an employer to pay non-exempt
28 employees at least the minimum wage set forth therein for all hours worked, which consist of all hours

1 that an employer has actual or constructive knowledge that employees are working.

2 70. Labor Code section 1194 invalidates any agreement between an employer and an
3 employee to work for less than the minimum or overtime wage required under the applicable Wage
4 Order.

5 71. Labor Code section 1194.2 entitles non-exempt employees to recover liquidated
6 damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition
7 to the underlying unpaid minimum wages and interest thereon.

8 72. Labor Code section 1197 makes it unlawful for an employer to pay an employee less
9 than the minimum wage required under the applicable Wage Order for all hours worked during a
10 payroll period.

11 73. Labor Code section 1197.1 provides that it is unlawful for any employer or any other
12 person acting either individually or as an officer, agent or employee of another person, to pay an
13 employee, or cause an employee to be paid, less than the applicable minimum wage.

14 74. Labor Code section 1198 makes it unlawful for employers to employ employees under
15 conditions that violate the applicable Wage Order.

16 75. Labor Code section 204 requires employers to pay non-exempt employees their earned
17 wages for the normal work period at least twice during each calendar month on days the employer
18 designates in advance and to pay non-exempt employees their earned wages for labor performed in
19 excess of the normal work period by no later than the next regular payday.

20 76. Labor Code section 223 makes it unlawful for employers to pay their employees lower
21 wages than required by contract or statute while purporting to pay them legal wages.

22 77. Labor Code section 510 and Section 3 of the applicable Wage Order require employees
23 to pay non-exempt employees overtime wages of no less than one and one-half (1.5) times their
24 respective regular rates of pay for all hours worked in excess of eight (8) hours in one workday, all
25 hours worked in excess of forty (40) hours in one workweek, and/or for the first eight (8) hours
26 worked on the seventh consecutive day of one workweek.

27 78. Labor Code section 510 and Section 3 of the applicable Wage Order also require
28 employers to pay non-exempt employees overtime wages of no less than two (2) times their respective

1 regular rates of pay for all hours worked in excess of twelve (12) hours in one workday and for all
2 hours worked in excess of eight (8) hours on a seventh consecutive workday during the workweek.

3 79. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
4 centrally devised policies and practices to him and **Hourly Employee Class** members with respect to
5 working conditions and compensation arrangements.

6 80. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**
7 **Employee Class** members for all time worked, including but not limited to, overtime hours at
8 statutory and/or agreed rates.

9 81. Plaintiff and **Hourly Employee Class** members were not paid proper wages and
10 overtime for all hours worked, at the proper rates of pay.

11 82. Plaintiff and **Hourly Employee Class** members were consistently required to perform
12 work, off-the-clock for which they were not paid wages. Specifically, Plaintiff and **Hourly Employee**
13 **Class** members were required to wait in long lines for other employees to clock into their shifts while
14 they were at the worksite and under the control and direction of Defendants. Plaintiff and **Hourly**
15 **Employee Class** members also had to wait in line to clock back in at the end of their meal periods.
16 The forgoing and uncompensated working time was under the direction and control of Defendants,
17 for which no wages were paid. This uncompensated time caused Plaintiff and **Hourly Employee**
18 **Class** members to work in excess of eight (8), ten (10), and twelve (12) hours a day and/or forty (40)
19 hours a week, entitling Plaintiff and **Hourly Employee Class** members to minimum and overtime
20 wages, which they were systemically denied.

21 83. Furthermore, Plaintiff and **Hourly Employee Class** members were required to remain
22 on-call outside of their usual scheduled shifts, and remain readily available to work, immediately
23 upon Defendants' requests. Plaintiff and **Hourly Employee Class** members were not left free and
24 unrestricted during on-call working hours, and were not free to pursue personal interests without
25 restriction. Plaintiff and **Hourly Employee Class** members were never paid stipends, or wages, for
26 either controlled or uncontrolled on-call or stand-by working hours.

27 84. As a result of Defendants' unlawful conduct, Plaintiff and **Hourly Employee Class**
28 members have suffered damages in an amount, subject to proof, to the extent they were not paid the

1 full amount of wages earned during each pay period during the applicable limitations period,
2 including overtime wages.

3 85. Pursuant to Labor Code sections 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on
4 behalf of himself and **Hourly Employee Class** members, seeks to recover unpaid straight time and
5 overtime wages, interest thereon and costs of suit.

6 86. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
7 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and
8 **Hourly Employee Class** members, seeks to recover reasonable attorneys' fees.

9 **FOURTH CAUSE OF ACTION**

10 **RECOVERY OF REPORTING TIME PAY**

11 **(Plaintiff and Reporting Time Pay Sub-Class)**

12 87. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
13 full herein.

14 88. The IWC Wage Orders, require that reporting time pay be provided to any employee
15 who is required to report for work and does report, but is not put to work or is furnished less than
16 half said employee's usual or scheduled day's work.

17 89. Plaintiff is informed and believes and thereon alleges that all or substantially all the
18 **Reporting Time Pay Sub-Class** are subject to Defendants' policies and practices requiring them to
19 call in or otherwise show up to work but not being paid half said their usual or scheduled day's
20 work. Specifically, Defendants cancelled Plaintiff's and **Reporting Time Pay Sub-Class** members'
21 shifts after they arrived at work or within the first two (2) hours of a scheduled shift. Defendants
22 never paid Plaintiff and **Reporting Time Pay Sub-Class** members reporting time pay for the entire
23 shift.

24 90. Therefore, **Reporting Time Pay Sub-Class** members are owed the unpaid balance
25 of said wages pursuant to the Wage order according to proof at trial, Interest pursuant to Labor
26 Code §§ 218.6 and 1194(a), Civil Code §§ 3287 and § 3289, and reasonable attorneys' fees and
27 costs and/or penalties pursuant to Labor Code § 558(a).
28

FIFTH CAUSE OF ACTION
FAILURE TO PAY PROPER SICK PAY
(Lab. Code § 246)
(Plaintiff and Sick Pay Class)

91. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

92. Labor Code Section 246 affords an employee “who works in California for 30 or more days within a year from the commencement of employment [] paid sick days . . . of not less than one hour per every 30 hours worked” and “no less than 24 hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period.”

93. Additionally, Subsection (l) of Section 246 provides:

For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations:

(1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.

94. Defendants had a common policy and practice of systemically failing to pay Plaintiff and **Sick Pay Class** Members the requisite sick time pay in accordance with California Law. Specifically, Plaintiff and **Sick Pay Class** Members worked for Defendants for more than 30 days, but were not paid at least one hour of sick pay for every 30 hours of work, or at least 3 days of sick time for every 12 month period of work.

95. Therefore, **Sick Pay Class** Members are owed the unpaid balance of said wages pursuant to the Wage order according to proof at trial, interest pursuant to Labor Code §§ 218.6 and 1194(a), Civil Code §§ 3287 and § 3289, and reasonable attorneys' fees and costs and/or penalties pursuant to Labor Code § 558(a).

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1 **SIXTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

3 **(Lab. Code § 226)**

4 **(Plaintiff and Wage Statement Penalties Sub-Class)**

5 96. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
6 herein.

7 97. Labor Code section 226(a) states:

8 An employer, semimonthly or at the time of each payment of wages,
9 shall furnish to his or her employee, either as a detachable part of the
10 check, draft, or voucher paying the employee's wages, or separately if
11 wages are paid by personal check or cash, an accurate itemized
12 statement in writing showing (1) gross wages earned, (2) total hours
13 worked by the employee, except as provided in subdivision (j), (3) the
14 number of piece-rate units earned and any applicable piece rate if the
15 employee is paid on a piece-rate basis, (4) all deductions, provided that
16 all deductions made on written orders of the employee may be
17 aggregated and shown as one item, (5) net wages earned, (6) the
18 inclusive dates of the period for which the employee is paid, (7) the
19 name of the employee and only the last four digits of his or her social
20 security number or an employee identification number other than a
21 social security number, (8) the name and address of the legal entity that
22 is the employer and, if the employer is a farm labor contractor, as
23 defined in subdivision (b) of Section 1682, the name and address of the
24 legal entity that secured the services of the employer, and (9) all
25 applicable hourly rates in effect during the pay period and the
26 corresponding number of hours worked at each hourly rate by the
27 employee and, beginning July 1, 2013, if the employer is a temporary
28 services employer as defined in Section 201.3, the rate of pay and the
total hours worked for each temporary services assignment. The
deductions made from payment of wages shall be recorded in ink or
other indelible form, properly dated, showing the month, day, and year,
and a copy of the statement and the record of the deductions shall be
kept on file by the employer for at least three years at the place of
employment or at a central location within the State of California. For
purposes of this subdivision, 'copy' includes a duplicate of the itemized
statement provided to an employee or a computer-generated record that
accurately shows all of the information required by this subdivision.

98. The Division of Labor Standards Enforcement ("DLSE") has sought to harmonize the
"detachable part of the check" provision and the "accurate itemized statement in writing" provision
of Labor Code section 226(a) by allowing for electronic wage statements so long as each employee
retains the right to elect to receive a written paper stub or record and that those who are provided with
electronic wage statements retain the ability to easily access the information and convert the electronic

1 statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006).

2 99. Plaintiff is informed and believes that, at all relevant times during the applicable
3 limitations period, Defendants have failed to provide Plaintiff and **Wage Statement Class** members
4 with written wage statements as described above. Additionally, the wage statements issued to class
5 members failed to account for the unpaid minimum wages, overtime, and premium pay wages
6 described above.

7 100. Furthermore, Defendants failed to provide Plaintiff and **Wage Statement Class**
8 Members with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE
9 Opinion Letters. Plaintiff's and **Wage Statement Class** members' wage statements were only
10 provided in electronic format in violation of Labor Code § 226.

11 101. Plaintiff is informed and believes that Defendants' failure to provide Plaintiff and
12 **Wage Statement Class** members with accurate written wage statements was intentional in that
13 Defendants have the ability to provide them with accurate wage statements but have intentionally
14 provided them with written wage statements that Defendants have known do not comply with Labor
15 Code section 226(a).

16 102. Plaintiff and **Wage Statement Class** members have suffered injuries, in that
17 Defendants have violated their legal rights to receive accurate wage statements and have misled them
18 about their actual rates of pay and wages earned. In addition, inaccurate information on their wage
19 statements has prevented immediate challenges to Defendants' unlawful pay practices, has required
20 discovery and mathematical computations to determine the amount of wages owed, has caused
21 difficulty and expense in attempting to reconstruct time and pay records, and/or has led to the
22 submission of inaccurate information about wages and deductions to federal and state government
23 agencies.

24 103. Pursuant to Labor Code section 226(e), Plaintiff, on behalf of himself and **Wage**
25 **Statement Class** members, seeks the greater of actual damages or \$50.00 for the initial pay period in
26 which a violation of Labor Code section 226(a) occurred, and \$100.00 for each subsequent pay period
27 in which a violation of Labor Code section 226(a) occurred, not to exceed an aggregate penalty of
28 \$4000.00 per class member, as well as awards of reasonable attorneys' fees and costs.

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1 final wages have first become due until paid, up to a maximum of thirty days, and interest thereon.

2 112. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
3 and/or the common fund doctrine, Plaintiff, on behalf of himself and **Waiting Time Penalties Sub-**
4 **Class** members, seeks awards of reasonable attorneys' fees and costs.

5 **EIGHTH CAUSE OF ACTION**

6 **FAILURE TO INDEMNIFY**

7 **(Lab. Code § 2802)**

8 **(Plaintiff and Reimbursement Class)**

9 113. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
10 herein.

11 114. Labor Code section 2802(a) states:

12 An employer shall indemnify his or her employee for all necessary
13 expenditures or losses incurred by the employee in direct consequence
14 of the discharge of his or her duties, or of his or her obedience to the
directions of the employer, even though unlawful, unless the employee,
at the time of obeying the directions, believed them to be unlawful.

15 115. Plaintiff and **Expense Reimbursement Class** members were not reimbursed for
16 business expenses incurred in executing their duties under Defendant's employ. Specifically,
17 Defendants required Plaintiff and **Expense Reimbursement Class** members to clean and maintain
18 the company uniform at their own expense. Defendants never reimbursed Plaintiff and **Expense**
19 **Reimbursement Class** members for the costs of laundry and maintenance despite the uniforms being
20 unable to wash with other laundry.

21 116. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to
22 restitution for all unpaid amounts due and owing to within four (4) years of the date of the filing of
23 the Complaint and until the date of entry of judgment.

24 117. Plaintiff, on behalf of himself, and **Expense Reimbursement Class** members, seeks
25 interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys' fees and
26 costs pursuant to Code of Civil Procedure section 1021.5.

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NINTH CAUSE OF ACTION
FAILURE TO PAY WAGES DUE, NEGOTIABLE AND PAYABLE IN CASH ON
DEMAND

(Lab. Code §§ 212 and 213)
(Plaintiff and Pay Card Class)

118. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

119. Labor Code § 212 states that no employer “shall issue in payment of wages due” by “order, check, draft, note, memorandum, or other acknowledgment of indebtedness, unless it is negotiable and payable in cash, on demand, without discount, at some established place of business in the state.”

120. Defendants failed to pay Plaintiff and **Pay Card Class** members with an order, check, draft, note, memorandum, or other acknowledgment of indebtedness that was payable on demand, without discount at some established place of business in the state. Defendants issued pay cards to Plaintiff and **Pay Card Class** members for wages earned. These pay cards were useable for a fee and did not have a provision for use and payment in California at no cost to the employee. Therefore, Defendants failed to provide Plaintiff and **Pay Card Class** members with checks, drafts, notes or other acknowledgements of indebtedness that were payable on demand without discount as required by Labor Code § 212, which required Plaintiff and **Pay Card Class** members to incur fees to use, was not fully cashable, and not usable at all financial institutions.

121. Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiff and **Pay Card Class** members in a civil action for damages and wages owed and for costs and attorneys' fees.

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1 **TENTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(Bus. & Prof. Code §§ 17200 *et seq.*)**

4 **(Plaintiff and UCL Class)**

5 122. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
6 herein.

7 123. Business and Professions Code section 17200 defines “unfair competition” to include
8 any unlawful business practice.

9 124. Business and Professions Code sections 17203-17204 allow a person who has lost
10 money or property as a result of unfair competition to bring a class action in accordance with Code
11 of Civil Procedure section 382 to recover money or property that may have been acquired from
12 similarly situated persons by means of unfair competition.

13 125. California law requires employers to pay hourly, non-exempt employees for all hours
14 they are permitted or suffered to work, including hours that the employer knows or reasonable should
15 know that employees have worked.

16 126. Plaintiff and the **UCL Class** members re-allege and incorporate the FIRST, SECOND,
17 THIRD, FOURTH, FIFTH, EIGHTH, and NINTH causes of action herein.

18 127. Plaintiff lost money or property as a result of the aforementioned unfair competition.

19 128. Defendants have or may have acquired money by means of unfair competition.

20 129. Plaintiff is informed and believes, and thereupon alleges that by committing the Labor
21 Code violations described in this Complaint, Defendants violated Labor Code sections 212, 213, 215,
22 216, 225, 226.6, 226.7, 246, 354, 408, 512, 510, 553, 1175, 1174, 1194, 1194.2, 1197, 1197.1, 1198,
23 1199, and 2802 as well as applicable Wage Orders, which make it a misdemeanor to commit the
24 violations alleged herein.

25 130. Defendants have committed criminal conduct through their policies and practices of,
26 *inter alia*, failing to comport with their affirmative obligations as an employer to: provide non-exempt
27 employees with compliant meal and rest periods; pay for all hours worked at the proper rates of pay;
28 proper sick time pay; reporting time pay; and reimbursement for necessary business expenditures.

1 131. Defendants' unlawful conduct as alleged in this Complaint amounts to and constitutes
2 unfair competition within the meaning of Business and Professions Code section 17200 *et seq.*
3 Business and Professions Code section 17200 *et seq.* protects against unfair competition and allows
4 a person who has suffered an injury-in-fact and has lost money or property as a result of an unfair,
5 unlawful or fraudulent business practice to seek restitution on his own behalf and on behalf of
6 similarly situated persons in a class action proceeding.

7 132. As a result of Defendants' violations of the Labor Code during the applicable
8 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
9 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants' conduct.

10 133. Plaintiff is informed and believes that other similarly situated persons have been
11 subject to the same unlawful policies or practices of Defendants.

12 134. Due to the unfair and unlawful business practices in violation of the Labor Code,
13 Defendants have gained a competitive advantage over other comparable companies doing business in
14 the State of California that comply with their legal obligations.

15 135. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive
16 relief for "any unlawful, unfair or fraudulent business act or practice," including if a practice or act
17 violates or is considered unlawful under any other state or federal law.

18 136. Accordingly, pursuant to Business and Professions Code sections 17200 and 17203,
19 Plaintiff requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
20 Defendants, and each of them, and their agents and employees, from further violations of the Labor
21 Code and applicable Wage Orders.

22 137. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiff
23 requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
24 Defendants, and each of them, and their agents and employees, from further violations of the Labor
25 Code and applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seeks
26 an order permanently enjoining Defendants, and each of them, and their respective agents and
27 employees, from further violations of the Labor Code and applicable Industrial Welfare Commission
28 Wage Orders.

138. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of himself and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful and unfair business practices.

139. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover reasonable attorneys' fees in connection with their unfair competition claims.

140. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of himself and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful and unfair business practices.

141. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover reasonable attorneys' fees in connection with their unfair competition claims.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself, all others similarly situated, and the general public, prays for relief and judgment against Defendants as follows:

- a. An order that the action be certified as a class action;
- b. An order that Plaintiff be appointed class representative;
- c. An order that counsel for Plaintiff be appointed class counsel;
- d. Unpaid wages and overtime;
- e. Actual damages;
- f. Liquidated damages;
- g. Unreimbursed expenses;
- h. Restitution;
- i. Declaratory relief;
- j. Pre-judgment interest;
- k. Statutory penalties;

- 1 l. Costs of suit;
2 m. Reasonable attorneys' fees; and
3 n. Such other relief as the Court deems just and proper.
4

5 Dated: October 25, 2023

D.LAW, INC.

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8 _____
9 Emil Davtyan
10 David Yeremian
11 David Keledjian
12 David Arakelyan
13 Attorneys for Plaintiff
14 JOSEPH D. KELLY, and the putative class
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DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself, all other similarly situated, and the general public, hereby demands a jury trial on all issues so triable.

Dated: October 25, 2023

D.LAW, INC.



Emil Davtyan
David Yeremian
David Keledjian
David Arakelyan
Attorneys for Plaintiff
JOSEPH D. KELLY, and the putative class

EXHIBIT 3

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

Joseph D. Kelly, et al v. Humason II, Inc., et al.
Sacramento Superior Court, Case No. 23CV010746

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendants HUMASON II, INC. and HUMASON + SONS, INC. (“Defendants”) for alleged wage and hour violations. The Action was filed by former employees of Defendants, Plaintiffs Joseph D. Kelly, Jeremiah Kelly, and Osmar Jared Regalado Espino (“Plaintiffs”) and seeks payment of (1) back wages and other relief for a class of hourly employees (“Class Members”) who worked for Defendants during the Class Period (October 26, 2019 through October 17, 2025); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for Defendants during the PAGA Period (October 26, 2022, to October 17, 2025) (“Allegedly Aggrieved Employees”).

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

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

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

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

If you worked for Defendants during the Class Period and/or the PAGA Period, you have several options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up any future right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Allegedly Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.
- (3) **Object.** You can write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendants for claims released in the Settlement.
- (4) **Challenge Number of Workweeks.** You can challenge your number of Workweeks listed in this Notice and provide supporting evidence. If you challenge your workweeks, you will still be part of the Settlement and will give up rights to sue Defendants for claims released in the Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual

The Opt-out Deadline is [REDACTED]	Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [REDACTED]. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon

termination, wages due, negotiable, and payable in cash on demand, sick pay, vacation pay, and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys in the Action: Emil Davtyan, David Yeremian, David Keledjian, David Arakelyan of D.Law, Inc. (“Class Counsel.”)

Defendants strongly deny violating any laws or failing to pay any wages and contend that they complied with all applicable laws.

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

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits.

In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator, the Honorable Steven R. Denton (Ret.), in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel 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) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendants Will Pay \$1,025,000.00 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement on December 31, 2026, or 14 days after the Court Grants the Order for Final Approval of Settlement, whichever is later. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representatives’ Service Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a. Up to \$341,667.670 (33.3% of the Gross Settlement to Class Counsel for attorneys' fees and up to \$30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b. Up to \$10,000.00 in Class Representative Awards to each named Plaintiff (totaling \$30,000) for filing the Action, working with Class Counsel and representing the Class. The Class Representative's Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.
 - c. Up to \$15,000.00 to the Administrator for services administering the Settlement.
 - d. Up to \$25,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest, penalties etc. ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will irrevocably be lost to you because they will be paid to a non-profit organization or foundation ("Cy Pres").
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

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

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the

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

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, any and all claims involving any alleged (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay hourly wages and overtime; (4) failure to pay proper reporting time pay; (5) failure to pay proper sick pay; (6) failure to pay proper vacation wages; (7) failure to provide accurate written wage statements; (8) failure to timely pay all final wages; (9) failure to indemnify; (10) failure to pay wages due, negotiable, and payable in cash on demand; (11) unfair competition; and (12) Civil Penalties.

Except as set forth in Section 5 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and 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 PAGA Period facts stated in the Operative Complaint, and the PAGA Notice and ascertained in the course of the Action.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$10,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

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

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Joseph D. Kelly, et al v. HUMASON II, INC., et al.*, Sacramento County Superior Court, Case No. 23CV010746, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least 14 days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Awards. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website apexclclassaction.com or the Court's website <https://prod-portal-sacramento-ca.journaltech.com/public-portal/?q=Home>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Joseph D. Kelly, et al v. HUMASON II, INC., et al.*, Sacramento County Superior Court, Case No. 23CV010746 and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection.

See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in Department _____ of the Sacramento Superior Court, Gordon D. Schaber Courthouse, located at 720 9th Street, Sacramento, CA 95814. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via Sacramento Superior Court Remote Appearances Link (<https://prod-portal-sacramento-ca.journaltech.com/public-portal/?q=Home>). Check the Court's website for the most current information.

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

You may appear at the hearing in person and/or remotely. To appear remotely in Department 23, please use the following Zoom information:

Zoom Link: <https://saccourt-ca-gov.zoomgov.com/my/sscdept23>
Phone: 833-568-8864
ID: 16108301121

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Settlement Administrator's website at **apexclclassaction.com**. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://prod-portal-sacramento-ca.journaltech.com/public-portal/?q=Home>) and entering the Case Number for the Action, Case No. 23CV010746. You can also make an appointment to personally review court documents in the Clerk's Office at the Sacramento County Courthouse by calling (916) 874-5522.

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

Class Counsel:
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David Yeremian

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David Keledjian

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Telephone: (818) 962-6465

Defendant's Counsel

Murphy, Pearson, Bradley & Feeney, P.C.

Kimberly A. Shields

KShields@mpbf.com

M.Nicole Engler

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550 California Street 14th Floor

San Francisco, CA 94104

Telephone: (415) 788-1900

Settlement Administrator:

Name of Company: Apex Class Action LLC

Email Address: claims@apexclassaction.com

Mailing Address: P.O. Box 54668, Irvine, CA, 92619

Telephone: 800-355-4428

Fax Number: 949-989-4428

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT 4

D.LAW, INC.

David Keledjian (SBN 309135)

d.keledjian@d.law

David Arakelyan (SBN 337076)

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250 N. Madison Ave. Second Floor

Telephone: (818) 962-6465

Facsimile: (818) 962-6469

Attorneys for Plaintiffs Joeseeph D. Kelly, Jeremiah Kelly
and Osmar Jared Regalado Espino

[Additional counsel listed on the following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

JOSEPH D. KELLY, on behalf of himself
and all others similarly situated, and the
general public,

Plaintiff,

v.

HUMASON II, INC., a Nevada
corporation; HUMASON + SONS, INC.,
an entity of unknown form; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 23CV010746

CLASS ACTION

Assigned for All Purposes To:
Hon. Jill Talley

**DECLARATION OF KIMBERLY
SUTHERLAND IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARILY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

*[filed concurrently with Plaintiff's Notice of
Motion and Motion; Declaration of David
Keledjian; Declaration of Joseph D. Kelly;
Declaration of Jeremiah Kelly; Declaration of
Osmar Espino; and [Proposed] Order]*

Date: June 27, 2025

Time: 9:00 a.m.

Location: Department 22

DECLARATION OF KIMBERLY SUTHERLAND

DECLARATION OF KIMBERLY SUTHERLAND

I, Kimberly Sutherland, declare as follows:

1. I am the Senior Vice President of Apex Class Action LLC., a class action settlement administration company headquartered in Irvine, California. I have personal knowledge of the facts outlined in this declaration and, if called as a witness, I could and would competently testify thereto.

2. Apex Class Action's team has been directly involved with class action administration for a combined 75 years and has successfully managed numerous class action cases during that time. Our team comprises experienced professionals with extensive knowledge of class action settlement administration. In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the administration process are executed accurately and efficiently.

3. The legal practitioners or parties involved do not possess any form of ownership stake or affiliation with Apex Class Action.

4. Apex Class Action has extensive expertise in the dissemination of class action notices and administration of class action settlements. Our range of services includes first-class mail via the United States Postal Service, a bilingual toll-free call center, interactive & static website development and support, enterprise database management, response processing, and Qualified Settlement Fund (QSF) distribution for class actions of various sizes. We uphold the highest level of confidentiality in all our operations, and any class data and communication received by us will be treated with the utmost confidentiality and will not be disclosed to any unauthorized party. Attached is our current CV as **Exhibit A**, highlighting our primary competencies in class action administration.

5. Apex Class Action ensures that Client and Class Member Information is only used for the purposes specified in the relevant agreements or court orders governing the provision of its legal services. To safeguard class member information, Apex Class Action has implemented a comprehensive process to identify, assess, and mitigate risks in all areas of its operations, regularly

1 evaluating the effectiveness of its security measures. Access to class member information is
2 limited to employees, agents, or subcontractors who require it to perform their duties, and Apex
3 Class Action conducts background checks on all personnel with access to sensitive personal
4 information, to ensure they do not pose a threat to the security of client or class member
5 information. To guarantee the security of the settlement administration process, Apex Class
6 Action maintains \$1,000,000.00 in Professional Liability and \$5,000,000.00 in Cyber Liability
7 Insurance coverage, as required by legal standards and best practices in the legal profession.

8 6. Apex Class Action disbursement process involves (i) obtaining a Federal Employer
9 Identification Number (FEIN) from the Internal Revenue Service (IRS) under the name of the
10 settlement case; (ii) establishing a QSF to manage the distribution of settlement funds; (iii)
11 establishing a case specific website where relevant case-related settlement documents will be
12 accessible, including the judgment; (iv) conducting preliminary and final calculations to determine
13 the individual settlement amounts, including attorneys' fees, costs, enhancement awards, and any
14 other court-approved designees; (v) calculating and reporting state and federal taxes as applicable;
15 (vi) and disseminating approved settlement funds and tax forms via First-Class USPS mail.

16 7. Based on the escalator provision, the escalator clause was not triggered, as the total
17 workweeks did not exceed the applicable 10% threshold.

18 8. The administration fees for Apex Class Action's management of this settlement are
19 calculated using a combination of per hour, per piece, and static rates, per person, and will not
20 exceed \$12,990.00, as specified in **Exhibit B**. This document presents a comprehensive plan
21 detailing the specific administration services that will be provided.

22 I declare under penalty of perjury under the laws of the state of California that the foregoing
23 is true and correct. Executed this 6th day of May 2026, in Irvine, California.

24 

25 _____
26 Kimberly Sutherland
27
28

EXHIBIT A



CASE TYPES

- Consumer
- Data Breach
- Mass Tort Disbursement
- Wage & Hour
- Private Attorneys
General Act (PAGA)
- Belaire West
- Class Certification
- Fair Labor Standards
Act (FLSA)
- Telephone Consumer
Protection Act (TCPA)
- Employee Retirement
Income Security Act
(ERISA)
- Product Liability

SUMMARY

Apex Class Action brings together a seasoned team of professionals adept at navigating the intricate landscape of legal processes and settlement administration. Armed with extensive expertise, we offer a comprehensive understanding of the nuances inherent in settlement procedures. Our organization excels in communication and organization, leveraging cutting-edge technology to streamline project management and adhere to rigorous timelines with precision and efficiency.

From initial pre-settlement consultation to the final stages of disbursement and tax reporting, our technology platform and stringent data security protocols revolve around integration, automation, and observability. This ensures swift and precise payment for class members, bolstering efficiency and accuracy throughout the process.

PRELIMINARY CONSULTATION

Our complimentary preliminary consultation serves as the cornerstone for establishing a comprehensive framework. This framework ensures that all stakeholders grasp the project's scope, timeline, and budget parameters effectively. Following the alignment of objectives and expectations between plaintiff and defense counsel, our team diligently explores additional avenues to identify potential class members. We go the extra mile by offering detailed interactive banner ad campaigns and print media options, maximizing outreach and engagement to achieve optimal results.

CASE MANAGEMENT

At Apex Class Action, our expert Case Managers and Data Managers take charge of overseeing all aspects of the settlement administration process. Their role is pivotal in ensuring strict adherence to court orders, settlement agreements, and industry benchmarks. Working hand in hand with both plaintiff and defense counsel, we meticulously manage every aspect of the settlement administration process.

Our comprehensive mailing and notification services commence with meticulous data scrubbing and the establishment of a class database, guaranteeing the accuracy of contact information. Subsequently, the database undergoes validation using the USPS National Change of Address (NCOA) database to ensure precision and reliability. Additionally, we provide court-certified translation services covering over 65 languages, facilitating effective communication across diverse demographics. In instances where mail is returned as undeliverable, we undertake skip tracing to obtain updated addresses for class members, ensuring that all notices reach their intended recipients without delay.



To ensure transparency throughout the entire process, a steady cadence of reports, as defined during the preliminary consultation, is generated throughout the administration process for both the plaintiff and defense counsel.

Our capability to provide cost-effective pricing is rooted in our adept utilization of cutting-edge technology, a team of highly skilled professionals, and an optimized process. Should the courts approve the utilization of modern electronic notification methods like email and banner ads, we ensure both certainty and cost-effectiveness. Through electronic disbursement, we offer a highly efficient strategy wherein settlement awards are directly delivered to class members, mitigating potential drawbacks associated with traditional mail delivery and enhancing overall efficiency.

TAX COMPLIANCE & CASE RESOLUTION

Apex leverages its proprietary technology to efficiently manage all necessary state and federal tax reporting requirements. This includes establishing a Settlement Federal Tax Identification Number (FIEN) with the IRS and Qualified Settlement Fund (QSF) EDD accounts where applicable. We handle taxes associated with settlements involving multiple state tax filings, as well as manage all payroll tax filings such as Form 940, 941, and state filings. Additionally, our services encompass the preparation of information returns (Forms W-2, 1099, and 1042-S) for reportable payments and the preparation of the annual Federal income tax return (Form 1120-SF). Moreover, we provide comprehensive management of qualified settlement funds (QSF), ensuring that all accounts are FDIC-insured bank accounts. Our full suite of comprehensive tax management services includes:

- Prepare and fill all applicable returns (Forms W-2, 1099, and 1042-S)
- Payroll tax filings, including Form 940, 941, and state filings
- FID-Insured QSF Bank Accounts
- State and Federal Tax Reporting
- IRS Federal Tax Identification Number
- QSF Audit Reports
- Prepare And File 1120-SF Tax Returns with Quarterly Tax Obligations

CONTACT

Address

18 Technology Dr. Ste. 154
Irvine, CA 92618

Email

kimberly@apexclassaction.com
Info@apexclassaction.com

Phone

1.321.223.5065
1.800.355.0700

EXHIBIT B

**Quotation Request:**

David Arakelyn
D.Law
d.arakelyn@d.law

Case Name:

Joseph D. Kelly, et al v. HUMASON II, INC.

Date:

Thursday, February 5, 2026

RFP Number:

30850008

Prepared By:

Kimberly Sutherland
Apex Class Action LLC
kimberly@apexclassaction.com
321.223.5065

Settlement Specifications

Estimated Class Size:	1,159
Certified Language Translation:	Yes
Static Settlement Website	No
Percentage of Undeliverable Mail	20%

Professional Services**Fee Calculation****Rate(s)****Quantity****Estimated Cost****Data Analytics and Standardization**

Import and Standardize Data*	Per Hour	\$125.00	3	\$375.00
Data Analyst	Per Hour	\$150.00	3	\$450.00

*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.

Sub Total: \$825.00

Mailing of Class Notice

Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.25	1,159	\$1,448.75
USPS First Class Postage	Per Piece	\$0.74	1,159	\$857.66
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.25	232	\$521.55
Receive and Process Undeliverable Mail	Per Hour	\$75.00	2	\$150.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	3	\$225.00
NCOA Address Update (USPS)	Static Rate	\$224.60	1	\$224.60
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	\$1,200.00

Sub Total: \$4,747.56

Project Management

Project Management	Per Hour	\$150.00	3	\$450.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	2	\$280.00

Sub Total: \$910.00

APEX
CLASS ACTION ADMINISTRATION

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$290.00	1	\$290.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$290.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	3	\$360.00
Account Management and Reconciliation	Per Hour	\$140.00	3	\$420.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.00	1,159	\$1,159.00
USPS First Class Postage	Per Piece	\$0.74	1,159	\$857.66
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.25	116	\$260.78
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	7	\$700.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$500.00	1	\$500.00
Sub Total:				\$5,507.44

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	2	\$270.00
Project Management Reconciliation	Per Hour	\$100.00	2	\$200.00
Declarations	Per Hour	\$120.00	2	\$240.00
Sub Total:				\$710.00

WILL NOT EXCEED:				\$12,990.00
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Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants** that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

EXHIBIT 5

D.LAW, INC.
 Emil Davtyan (SBN 299363)
emil@d.law
 David Keledjian (SBN 309135)
d.keledjian@d.law
 David Arakelyan (SBN 337076)
d.arakelyan@d.law
 Matthew Carraher (SBN346860)
m.carraher@d.law
 250 N. Madison Ave. Second Floor
 Telephone: (818) 962-6465
 Facsimile: (818) 962-6469

Attorneys for Plaintiffs Joeseeph D. Kelly, Jeremiah Kelly
 and Osmar Jared Regalado Espino

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

JOSEPH D. KELLY, on behalf of himself
 and all others similarly situated, and the
 general public,

Plaintiff,

v.

HUMASON II, INC., a Nevada corporation;
 HUMASON + SONS, INC., an entity of
 unknown form; and DOES 1 through 50,
 inclusive,

Defendants.

Defendants.

Case No.: 23CV010746

CLASS ACTION

Assigned for All Purposes To:
Hon. Jill Talley

**DECLARATION OF JOSEPH D. KELLY
 IN SUPPORT OF PLAINTIFF'S
 UNOPPOSED MOTION FOR
 PRELIMINARY APPROVAL OF CLASS
 ACTION AND PAGA SETTLEMENT
 AGREEMENT**

Date: June 5, 2026
 Time: 9:00 a.m.
 Location: Department 23

DECLARATION OF JOSEPH D. KELLY

I, JOSEPH D. KELLY, declare:

1. I am over the age of eighteen and submit this Declaration in support of the Motion for Approval of the Class Action and PAGA Settlement Agreement (“Settlement Agreement”) entered into on behalf of myself and other similarly situated employees of Defendants, between me and Defendants Humason II, Inc. and Humason + Sons, Inc. (“Defendant”). I understand that I am submitting this Declaration in support of preliminary and final Settlement approval in this action and my requested Class Representative Service Payment of up to \$10,000.00. I have personal knowledge of the facts herein, and if called as a witness I could and would competently testify to them.

2. I am currently a resident of California, and I was employed by Defendant during the relevant period as a non-exempt, hourly employee. I worked as a member of the Grill Team for Defendant and performed various tasks based out of Defendant’s restaurant in California. From my experience, and the documents and information I have reviewed from this action, I believe Defendant’s policies are or were uniformly applied to all employees who provided administrative services to Defendant in California. I believe I have been similarly situated with the other Class Members as they have been defined in the Settlement Agreement.

3. I understand that I am asking to be approved to serve as one of the Class Representatives for the Class in this action, which I understand is defined as all individuals employed as non-exempt, hourly employees by Defendant within the State of California during the Class Period, which is October 26, 2019 and continuing October 17, 2025. I also understand that I am serving as one of the representative Plaintiff on behalf of other similarly situated and Aggrieved Employees in California in connection with the class action and representative claims.

4. I retained the law firm of D.Law, Inc. to represent me in this class action lawsuit against Defendant for the alleged practices and violations as now stated in the operative Second Amended Class Action Complaint (“Operative Complaint”).

5. The Operative Complaint resulted from multiple conversations I had with my

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1 attorneys and their staff regarding Defendant's policies and practices. I also understand that the
2 Operative Complaint has alleged, among other things, that Defendant exerted pressure on the Class
3 Members and me to work off the clock for substantially more hours than those we were scheduled
4 to work, and Defendant failed to pay us for all our hours worked or failed to pay overtime. I further
5 understand we have alleged that Defendant failed to provide us with meal periods and rest breaks,
6 pay us all sick and vacation hours owed, and that Defendant failed to reimburse its employees for
7 necessary businesses expenses as required under California law.

8 6. I believe that I am similarly situated to all other Class Members who worked for
9 Defendant during the Class Period and who were similarly affected by Defendant's policies and
10 practices. I believe my claims against Defendant are typical of the other Class Members, as the
11 claims asserted in the Operative Complaint and are also shared by the other Class Members.

12 7. From the beginning of my involvement in this case and prior to filing the initial
13 complaint, my attorneys informed me about what it meant to be a Class Representative. I understood
14 that I was expected to represent the other employees' interests, placing them ahead of my own. I
15 signed an acknowledgment of my duties as a Class Representative at the outset of this action. I
16 understood and believed the way that Defendant failed to pay me for all my hours worked was the
17 same way it failed to pay all other employees who worked for Defendant for all their hours worked.
18 I am happy that I was able to bring a lawsuit as a Class Representative to try and obtain the unpaid
19 wages and other compensation for myself, but also for my fellow employees like me who had not
20 been paid for all their hours worked or provided all their required breaks.

21 8. I believe that my interests have been and continue to be aligned with all Class
22 Members, and I have been and am willing to continue to pursue the Class Members' claims
23 vigorously on our collective behalf. As a result, I believe I do not have any interests that are adverse
24 to the interests of the Class Members.

25 9. I understood it was my responsibility to actively participate in the lawsuit to
26 safeguard the interests of other Class Members and to ensure that my interests were not in conflict
27 with those of the other employees. I did so to the best of my ability, and I believe I have maintained
28 the best interests of the Class Members.

10. I have spent time communicating with Class Counsel to receive answers to my questions or updates on the case progression. I estimate I have a substantial amount of my time to this action and vigorously representing the interests of the Class, including by performing the following:

a. Researching the issues and claims I could bring against Defendant and talking to my attorneys about initiating this action;

b. Being interviewed in detail by my attorneys regarding the working conditions we operated under for Defendant, and particularly my experiences and the policies and practices that applied to my employment and the employment of the other similarly situated employees;

c. Searching for and gathering relevant documents in my possession and providing them to my attorneys, and reviewing all documents produced by Defendant;

d. Speaking with and informing my attorneys of the identities of potential witnesses and Class Members and responding to questions from my attorneys and from Defendant during the discovery process in preparation for mediation;

e. Preparing for the mediation session, reviewing settlement-related documents, and working with my attorneys to prepare and provide executed final versions of the Settlement Agreement. I have also worked with my attorneys in connection with the motion for preliminary approval of the Settlement Agreement in drafting this Declaration and will also do so as necessary in connection with final approval; and

f. Regularly receiving and responding to correspondence and phone calls from my attorneys regarding the claims, case status, and the Settlement and other related documents.

11. I have chosen to serve as a Class Representative despite my concerns about how my role in this class action may adversely affect my prospects for future employment given that this class action and the Settlement is public information accessible by prospective employers.

12. I took a huge risk by coming forward to help with this class action. If I had lost the case and also been ordered to pay Defendant's litigation costs, it would have been financially devastating to me. In agreeing to a general release, I also understand that I am giving up other types of claims arising out of my employment with Defendant.

DocuSigned by:

3740F412512B4A0...
Joseph D. Kelly

EXHIBIT 6

D.LAW, INC.
 Emil Davtyan (SBN 299363)
emil@d.law
 David Keledjian (SBN 309135)
d.keledjian@d.law
 David Arakelyan (SBN 337076)
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 Matthew Carraher (SBN346860)
m.carraher@d.law
 250 N. Madison Ave. Second Floor
 Telephone: (818) 962-6465
 Facsimile: (818) 962-6469

Attorneys for Plaintiffs Joeseeph D. Kelly, Jeremiah Kelly
 and Osmar Jared Regalado Espino

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

JOSEPH D. KELLY, on behalf of himself
 and all others similarly situated, and the
 general public,

Plaintiff,

v.

HUMASON II, INC., a Nevada corporation;
 HUMASON + SONS, INC., an entity of
 unknown form; and DOES 1 through 50,
 inclusive,

Defendants.

Defendants.

Case No.: 23CV010746

CLASS ACTION

Assigned for All Purposes To:
Hon. Jill Talley

**DECLARATION OF JEREMIAH KELLY
 IN SUPPORT OF PLAINTIFF'S
 UNOPPOSED MOTION FOR
 PRELIMINARY APPROVAL OF CLASS
 ACTION AND PAGA SETTLEMENT
 AGREEMENT**

Date: June 5, 2026
 Time: 9:00 a.m.
 Location: Department 23

DECLARATION OF JEREMIAH KELLY

I, JEREMIAH KELLY, declare:

1. I am over the age of eighteen and submit this Declaration in support of the Motion for Approval of the Class Action and PAGA Settlement Agreement (“Settlement Agreement”) entered into on behalf of myself and other similarly situated employees of Defendants, between me and Defendants Humason II, Inc. and Humason + Sons, Inc. (“Defendant”). I understand that I am submitting this Declaration in support of preliminary and final Settlement approval in this action and my requested Class Representative Service Payment of up to \$10,000.00. I have personal knowledge of the facts herein, and if called as a witness I could and would competently testify to them.

2. I am currently a resident of California, and I was employed by Defendant during the relevant period as a non-exempt, hourly employee. I worked as a Certified Swing Manager for Defendant and performed various tasks based out of Defendant’s restaurant in California. From my experience, and the documents and information I have reviewed from this action, I believe Defendant’s policies are or were uniformly applied to all employees who provided administrative services to Defendant in California. I believe I have been similarly situated with the other Class Members as they have been defined in the Settlement Agreement.

3. I understand that I am asking to be approved to serve as one of the Class Representatives for the Class in this action, which I understand is defined as all individuals employed as non-exempt, hourly employees by Defendant within the State of California during the Class Period, which is October 26, 2019 and continuing October 17, 2025. I also understand that I am serving as one of the representative Plaintiff on behalf of other similarly situated and Aggrieved Employees in California in connection with the class action and representative claims.

4. I retained the law firm of D.Law, Inc. to represent me in this class action lawsuit against Defendant for the alleged practices and violations as now stated in the operative Second Amended Class Action Complaint (“Operative Complaint”).

5. The Operative Complaint resulted from multiple conversations I had with my

///

1 attorneys and their staff regarding Defendant's policies and practices. I also understand that the
2 Operative Complaint has alleged, among other things, that Defendant exerted pressure on the Class
3 Members and me to work off the clock for substantially more hours than those we were scheduled
4 to work, and Defendant failed to pay us for all our hours worked or failed to pay overtime. I further
5 understand we have alleged that Defendant failed to provide us with meal periods and rest breaks,
6 pay us all sick and vacation hours owed, and that Defendant failed to reimburse its employees for
7 necessary businesses expenses as required under California law.

8 6. I believe that I am similarly situated to all other Class Members who worked for
9 Defendant during the Class Period and who were similarly affected by Defendant's policies and
10 practices. I believe my claims against Defendant are typical of the other Class Members, as the
11 claims asserted in the Operative Complaint and are also shared by the other Class Members.

12 7. From the beginning of my involvement in this case my attorneys informed me about
13 what it meant to be a Class Representative. I understood that I was expected to represent the other
14 employees' interests, placing them ahead of my own. I signed an acknowledgment of my duties as
15 a Class Representative at the outset of this action. I understood and believed the way that Defendant
16 failed to pay me for all my hours worked was the same way it failed to pay all other employees who
17 worked for Defendant for all their hours worked. I am happy that I was able to bring a lawsuit as a
18 Class Representative to try and obtain the unpaid wages and other compensation for myself, but also
19 for my fellow employees like me who had not been paid for all their hours worked or provided all
20 their required breaks.

21 8. I believe that my interests have been and continue to be aligned with all Class
22 Members, and I have been and am willing to continue to pursue the Class Members' claims
23 vigorously on our collective behalf. As a result, I believe I do not have any interests that are adverse
24 to the interests of the Class Members.

25 9. I understood it was my responsibility to actively participate in the lawsuit to
26 safeguard the interests of other Class Members and to ensure that my interests were not in conflict
27 with those of the other employees. I did so to the best of my ability, and I believe I have maintained
28 the best interests of the Class Members.

10. I have spent time communicating with Class Counsel to receive answers to my questions or updates on the case progression. I estimate I have a substantial amount of my time to this action and vigorously representing the interests of the Class, including by performing the following:

a. Researching the issues and claims I could bring against Defendant and talking to my attorneys about this action;

b. Being interviewed in detail by my attorneys regarding the working conditions we operated under for Defendant, and particularly my experiences and the policies and practices that applied to my employment and the employment of the other similarly situated employees;

c. Searching for and gathering relevant documents in my possession and providing them to my attorneys, and reviewing all documents produced by Defendant;

d. Speaking with and informing my attorneys of the identities of potential witnesses and Class Members and responding to questions from my attorneys and from Defendant during the discovery process in preparation for mediation;

e. Preparing for the mediation session, reviewing settlement-related documents, and working with my attorneys to prepare and provide executed final versions of the Settlement Agreement. I have also worked with my attorneys in connection with the motion for preliminary approval of the Settlement Agreement in drafting this Declaration and will also do so as necessary in connection with final approval; and

f. Regularly receiving and responding to correspondence and phone calls from my attorneys regarding the claims, case status, and the Settlement and other related documents.

11. I have chosen to serve as a Class Representative despite my concerns about how my role in this class action may adversely affect my prospects for future employment given that this class action and the Settlement is public information accessible by prospective employers.

12. I took a huge risk by coming forward to help with this class action. If I had lost the case and also been ordered to pay Defendant's litigation costs, it would have been financially devastating to me. In agreeing to a general release, I also understand that I am giving up other types of claims arising out of my employment with Defendant.

14. My opinion about the fairness and adequacy of the settlement in the case is not based on any potential payment. I also believe this amount is fair and justified because it is in consideration for a full general release, one that is much broader than the limited claims release for all Class Members. I was willing to agree to my broader release because it helped the parties agree to the Settlement, which I believe is an excellent result for the Class I have committed to represent.

11 15. I have not yet received any consideration or promises that are different than any of
12 the other Class Members. In my opinion, the requested Class Representative Service Payment of
13 \$10,000.00 is fair and reasonable given the risks I have taken, the tasks I have performed, the time I
14 have invested, and the real benefit the Class Members will receive from this class action.

15 16. I understand my requested \$10,000.00 Class Representative Service Payment is
16 subject to the Court's final approval and discretion, and I respectfully request that the Court approve
17 awarding it and approve me to serve as the Class Representative for Settlement purposes.

18 I declare under penalty of perjury under the laws of the State of California that the foregoing
19 is true and correct.

Executed this 13th day of May 2026, at Susanville, California.

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27
28

EXHIBIT 7

D.LAW, INC.
 Emil Davtyan (SBN 299363)
emil@d.law
 David Keledjian (SBN 309135)
d.keledjian@d.law
 David Arakelyan (SBN 337076)
d.arakelyan@d.law
 Matthew Carraher (SBN346860)
m.carraher@d.law
 250 N. Madison Ave. Second Floor
 Telephone: (818) 962-6465
 Facsimile: (818) 962-6469

Attorneys for Plaintiffs Joeseeph D. Kelly, Jeremiah Kelly
 and Osmar Jared Regalado Espino

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

JOSEPH D. KELLY, on behalf of himself
 and all others similarly situated, and the
 general public,

Plaintiff,

v.

HUMASON II, INC., a Nevada corporation;
 HUMASON + SONS, INC., an entity of
 unknown form; and DOES 1 through 50,
 inclusive,

Defendants.

Case No.: 23CV010746

CLASS ACTION

Assigned for All Purposes To:
Hon. Jill Talley

**DECLARATION OF OSMAR JARED
 REGALADO ESPINO IN SUPPORT OF
 PLAINTIFF'S UNOPPOSED MOTION
 FOR PRELIMINARY APPROVAL OF
 CLASS ACTION AND PAGA
 SETTLEMENT AGREEMENT**

Date: June 5, 2026
 Time: 9:00 a.m.
 Location: Department 23

DECLARATION OF OSMAR JARED REGALADO ESPINO

I, OSMAR JARED REGALADO ESPINO, declare:

1. I am over the age of eighteen and submit this Declaration in support of the Motion for Approval of the Class Action and PAGA Settlement Agreement (“Settlement Agreement”) entered into on behalf of myself and other similarly situated employees of Defendants, between me and Defendants Humason II, Inc. and Humason + Sons, Inc. (“Defendant”). I understand that I am submitting this Declaration in support of preliminary and final Settlement approval in this action and my requested Class Representative Service Payment of up to \$10,000.00. I have personal knowledge of the facts herein, and if called as a witness I could and would competently testify to them.

2. I am currently a resident of California, and I was employed by Defendant during the relevant period as a non-exempt, hourly employee. I worked as a Crew Worker and Trainer at Defendant’s Lake Tahoe location and performed various tasks based out of Defendant’s restaurants in California. From my experience, and the documents and information I have reviewed from this action, I believe Defendant’s policies are or were uniformly applied to all employees who provided administrative services to Defendant in California. I believe I have been similarly situated with the other Class Members as they have been defined in the Settlement Agreement.

3. I understand that I am asking to be approved to serve as one of the Class Representatives for the Class in this action, which I understand is defined as all individuals employed as non-exempt, hourly employees by Defendant within the State of California during the Class Period, which is October 26, 2019 and continuing October 17, 2025. I also understand that I am serving as one of the representative Plaintiff on behalf of other similarly situated and Aggrieved Employees in California in connection with the class action and representative claims.

4. I retained the law firm of D.Law, Inc. to represent me in this class action lawsuit against Defendant for the alleged practices and violations as now stated in the operative Second Amended Class Action Complaint (“Operative Complaint”).

5. The Operative Complaint resulted from multiple conversations I had with my

///

1 attorneys and their staff regarding Defendant's policies and practices. I also understand that the
2 Operative Complaint has alleged, among other things, that Defendant exerted pressure on the Class
3 Members and me to work off the clock for substantially more hours than those we were scheduled
4 to work, and Defendant failed to pay us for all our hours worked or failed to pay overtime. I further
5 understand we have alleged that Defendant failed to provide us with meal periods and rest breaks,
6 pay us all sick and vacation hours owed, and that Defendant failed to reimburse its employees for
7 necessary businesses expenses as required under California law.

8 6. I believe that I am similarly situated to all other Class Members who worked for
9 Defendant during the Class Period and who were similarly affected by Defendant's policies and
10 practices. I believe my claims against Defendant are typical of the other Class Members, as the
11 claims asserted in the Operative Complaint and are also shared by the other Class Members.

12 7. From the beginning of my involvement in this case my attorneys informed me about
13 what it meant to be a Class Representative. I understood that I was expected to represent the other
14 employees' interests, placing them ahead of my own. I signed an acknowledgment of my duties as
15 a Class Representative at the outset of this action. I understood and believed the way that Defendant
16 failed to pay me for all my hours worked was the same way it failed to pay all other employees who
17 worked for Defendant for all their hours worked. I am happy that I was able to bring a lawsuit as a
18 Class Representative to try and obtain the unpaid wages and other compensation for myself, but also
19 for my fellow employees like me who had not been paid for all their hours worked or provided all
20 their required breaks.

21 8. I believe that my interests have been and continue to be aligned with all Class
22 Members, and I have been and am willing to continue to pursue the Class Members' claims
23 vigorously on our collective behalf. As a result, I believe I do not have any interests that are adverse
24 to the interests of the Class Members.

25 9. I understood it was my responsibility to actively participate in the lawsuit to
26 safeguard the interests of other Class Members and to ensure that my interests were not in conflict
27 with those of the other employees. I did so to the best of my ability, and I believe I have maintained
28 the best interests of the Class Members.

10. I have spent time communicating with Class Counsel to receive answers to my questions or updates on the case progression. I estimate I have a substantial amount of my time to this action and vigorously representing the interests of the Class, including by performing the following:

a. Researching the issues and claims I could bring against Defendant and talking to my attorneys about this action;

b. Being interviewed in detail by my attorneys regarding the working conditions we operated under for Defendant, and particularly my experiences and the policies and practices that applied to my employment and the employment of the other similarly situated employees;

c. Searching for and gathering relevant documents in my possession and providing them to my attorneys, and reviewing all documents produced by Defendant;

d. Speaking with and informing my attorneys of the identities of potential witnesses and Class Members and responding to questions from my attorneys and from Defendant during the discovery process in preparation for mediation;

e. Preparing for the mediation session, reviewing settlement-related documents, and working with my attorneys to prepare and provide executed final versions of the Settlement Agreement. I have also worked with my attorneys in connection with the motion for preliminary approval of the Settlement Agreement in drafting this Declaration and will also do so as necessary in connection with final approval; and

f. Regularly receiving and responding to correspondence and phone calls from my attorneys regarding the claims, case status, and the Settlement and other related documents.

11. I have chosen to serve as a Class Representative despite my concerns about how my role in this class action may adversely affect my prospects for future employment given that this class action and the Settlement is public information accessible by prospective employers.

12. I took a huge risk by coming forward to help with this class action. If I had lost the case and also been ordered to pay Defendant's litigation costs, it would have been financially devastating to me. In agreeing to a general release, I also understand that I am giving up other types of claims arising out of my employment with Defendant.

1 13. I have reviewed the Settlement Agreement with my attorneys, and we have negotiated
2 with Defendant in this action on behalf of the Class Members. I agreed to the terms because I believe
3 the Settlement is fair and reasonable. I understand that once the Court grants preliminary approval
4 of the Settlement and to me serving as the Class Representative, the action will proceed with
5 Settlement administration and then the final approval process.

6 14. My opinion about the fairness and adequacy of the settlement in the case is not based
7 on any potential payment. I also believe this amount is fair and justified because it is in consideration
8 for a full general release, one that is much broader than the limited claims release for all Class
9 Members. I was willing to agree to my broader release because it helped the parties agree to the
10 Settlement, which I believe is an excellent result for the Class I have committed to represent.

11 15. I have not yet received any consideration or promises that are different than any of
12 the other Class Members. In my opinion, the requested Class Representative Service Payment of
13 \$10,000.00 is fair and reasonable given the risks I have taken, the tasks I have performed, the time I
14 have invested, and the real benefit the Class Members will receive from this class action.

15 16. I understand my requested \$10,000.00 Class Representative Service Payment is
16 subject to the Court's final approval and discretion, and I respectfully request that the Court approve
17 awarding it and approve me to serve as the Class Representative for Settlement purposes.

18 I declare under penalty of perjury under the laws of the State of California that the foregoing
19 is true and correct.

20 Executed this 13th day of May 2026, at Lake Tahoe, California.

Signed by:

Osmar Jared Regalado Espino

OSMAR JARED REGALADO ESPINO

EXHIBIT 8

[Blank for the purposes of submission to the LWDA, filed copy will include confirmation from this submission]

EXHIBIT 9

Kelly v. Humason II, Inc.

Litigation Costs

Service Date	Details	Provider	Amount
10/25/23	PAGA Letter Postage	USPS	\$ 28.74
10/25/23	PAGA Letter	LWDA	\$ 75.00
10/26/23	Summons and Complaint	Rapid Legal	\$ 1,606.80
11/15/23	Process of Service - Humason Sons, Inc.	Rapid Legal	\$ 118.45
11/15/23	Process of Service - Humason II, Inc.	Rapid Legal	\$ 118.45
11/27/23	POS of Summons - Two Entities	Rapid Legal	\$ 87.55
12/20/23	Plaintiff's Notice of Unavailability (2023)	Rapid Legal	\$ 87.55
12/22/23	First Amended Complaint	Rapid Legal	\$ 128.75
1/26/24	Notice of Complex Determination Order; Notice of Department Relocation	Rapid Legal	\$ 87.55
3/4/24	Notice of Case Management Conference (6.14.24)	Rapid Legal	\$ 14.37
5/31/24	Joint Case Management Statement (6.14.24)	Rapid Legal	\$ 14.37
6/17/24	Notice of Tentative Ruling (6.14.24)	Rapid Legal	\$ 14.37
10/2/24	Mediation (11.11.24)	Judicate West	\$ 5,950.00
11/15/24	Notice of Tentative Ruling (11.15.24)	Rapid Legal	\$ 14.94
11/19/24	Expert Analysis Fee	Berger Consulting Group	\$ 11,830.00
12/18/24	Plaintiff's Notice of Unavailability (2024)	Rapid Legal	\$ 14.94
2/7/25	Mediation (6.25.25)	Judicate West	\$ 3,200.00
3/7/25	Joint Case Management Statement (3.21.25)	Rapid Legal	\$ 14.94
3/25/25	Notice of Tentative Ruling to Frost Brown Todd LLP (3.21.25)	Rapid Legal	\$ 14.94
4/9/25	Notice of Tentative Ruling to Murphy Pearson Bradley & Feeney, P.C. (3.21.25)	Rapid Legal	\$ 14.94
5/1/25	Amended PAGA Letter Postage (5.1.25)	USPS	\$ 29.34
6/2/25	Amended PAGA Letter Postage (6.2.25)	USPS	\$ 39.12
6/17/25	Ex Parte Application	Rapid Legal	\$ 77.11
7/17/25	Notice of Tentative Ruling (7.18.25)	Rapid Legal	\$ 15.01
7/18/25	Notice of Updated Tentative Ruling (7.18.25)	Rapid Legal	\$ 15.01
10/22/25	Additional Mediation Services	Judicate West	\$ 1,100.00
11/6/25	Additional Expert Analysis Fee	Berger Consulting Group	\$ 5,405.00
12/15/25	Notice of Unavailability	Proceed	\$ 15.01
12/18/25	Joint Stipulation for Leave to File Second Amended Complaint	Proceed	\$ 35.71
12/19/25	Joint Stipulation for Leave to File Second Amended Complaint (Refile)	Proceed	\$ 35.71
1/16/26	Second Amended Complaint	Proceed	\$ 15.01
TBD	Motion for Preliminary Approval	Proceed	\$ 77.11
TBD	Motion for Final Approval	Proceed	\$ 77.11
TBD	Notice of Entry of Order	Proceed	\$ 15.01

Total \$ 30,387.91