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

VALERIA RAMIREZ, individually, on a
representative basis, and on behalf of all
others similarly situated; ERIKA SIGALA,
individually, on a representative basis, and
on behalf of all others similarly situated;

Plaintiffs,

vs.

INLAND SOUTHERN CALIFORNIA
211, a California Nonprofit Corporation;
and DOES 1 through 20, inclusive;

Defendants.

Case No.: CVRI2305899
*[Assigned to Hon. Harold Hopp, Dept 1, for all
purposes]*

**DECLARATION OF BRIAN J. MANKIN,
ESQ., IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing

Date: March 17, 2025

Time: 8:30 a.m.

Dept.: 1

Complaint filed: November 2, 2023

I, Brian J. Mankin, state and declare:

1. I am an attorney licensed to practice before all of the courts of the State of California. I manage the employment department within my firm where I am also a Partner. I represent Plaintiffs in this action and I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of this Class Action Settlement. If called as a witness, I could and would competently testify thereto.

1 **COUNSEL’S EXPERIENCE**

2 2. I have been a member, in good standing, of the State Bar of California since 2001.
3 I am admitted to practice in the United States District Courts for the Central and Southern
4 District of California and the Ninth Circuit Court of Appeal and have tried cases in various
5 courts in California.

6 3. I have handled well over 500 employee vs. employer litigation matters during my
7 23 years in practice. Over the last 17 years, my practice has almost entirely consisted of
8 representing employees, the majority of which has included class action and representative
9 action wage and hour matters. In total, I have handled well over 300 class action and
10 representative action wage/hour cases, and have been appointed by the court as class counsel and
11 have received final court approval and judgment in close to half of those actions to date, and
12 anticipate receiving final approval in many more of those in the future.

13 4. As part of these settlements and judgments, I have recovered in excess of \$250
14 million in damages for my clients and the class members (who often work as nurses, ambulance
15 drivers, technicians, warehouse workers, truck drivers, sales, professional occupations and
16 countless other trades). At one point, my team and I held the record for the largest known
17 PAGA-only case in California’s history - a \$12.5 million-dollar court approved settlement,
18 which followed extensive litigation, summary adjudication and writs to the CA Supreme Court
19 against a Fortune 50 company (*Garcia v. Macy’s*, San Bernardino Superior Court).

20 5. I have tried two class and PAGA cases against Fortune 100 companies. In 2018, I
21 was lead counsel in a PAGA case that my firm tried to the bench in the Orange County Superior
22 Court and received a \$425,000 judgment. In 2019, I was co-counsel in a class action case
23 against Walmart that was tried to the jury in District Court for the Central District, wherein the
24 jury awarded Plaintiffs over \$6 million. Following the successful outcome in trial, both cases
25 were appealed.

26 6. I was named by the LA Times as one “Southern California Leading Lawyers” in
27 the May 2023 issue of Consumer Attorney’s of Southern California (a recognition given to 17
28 employment/labor law attorneys in 2023). Additionally, over the last five consecutive years, I

1 have been selected by my peers as a “Super Lawyer” in Employment Litigation, a distinction that
2 only 5% of lawyers receive.

3 **BRIEF SUMMARY OF THE SETTLEMENT**

4 7. Following mediation, Plaintiffs and Defendant (collectively, the “Parties”)
5 eventually entered into a Class Action and PAGA Settlement Agreement and Release of Claims
6 resolving the wage and hour claims of the putative class (the “Settlement Agreement” or “S.A.”),
7 which is attached hereto as **Exhibit A**.

8 8. The Settlement Agreement seeks to release and discharge Defendant from the
9 claims brought against it in exchange for Defendant’s agreement to pay \$217,500 on a non-
10 reversionary, non-claims made basis (each Class Member will receive his/her share of the Net
11 Settlement Amount without having to submit a claim form or take any action, except for those
12 who opt-out).

13 9. Plaintiffs seek to represent a class of all current and former nonexempt (hourly
14 paid) employees employed by Defendant in California at any time during the Class Period of
15 November 2, 2019, through October 28, 2024.

16 10. Under the terms of the Settlement Agreement, Defendants will not oppose
17 Plaintiff Counsel’s application for a reasonable award of attorneys’ fees not to exceed one-third
18 of the Settlement Amount, litigation expenses not to exceed \$25,000, Settlement Administrator
19 Costs of \$7,000, PAGA penalties of \$20,000 (with 75% to the LWDA and 25% to the Aggrieved
20 Employees on a pro rata basis), and a Service Payment of \$7,500 each to Plaintiffs. After
21 subtracting these deductions from the Settlement Amount, approximately \$78,000.00 will be
22 available to pay individual settlement amounts to approximately 350 Class Members who do not
23 opt-out of the settlement, as follows:

<i>Settlement Amount</i>	\$ 217,500.00
Attorneys’ Fees (1/3)	\$ 72,500.00
Litigation Costs (not to exceed)	\$ 25,000.00
Administrator Costs	\$ 7,000.00
PAGA Penalties	\$ 20,000.00
Class Representative Service Awards	\$ 15,000.00
<i>Net Settlement Amount</i>	\$ 78,000.00

1 11. Assuming 350 total Class Members, the average payment will be approximately
2 \$222.85 (\$78,000.00 / 350). However, the actual payments will be calculated on a pro-rata basis
3 according to the number of Weeks Worked by each Class Member during the Class Period. And
4 each Class Member will receive the Class Notice, explaining the nature of the case, and the
5 process for participating, objecting and opting-out, and advising of his/her estimated settlement
6 payment and the number of Work Weeks he/she is credited with working during the applicable
7 periods. True and correct copies of the Class Notice, Request for Exclusion Form, Objection
8 Form and Dispute Form are attached hereto as **Exhibits B, C, D and E**, respectively.

9 **PROCEDURAL BACKGROUND**

10 12. My office has performed considerable work and diligently investigated and
11 prosecuted this case to a successful conclusion. Our work has resulted in the creation of a
12 significant settlement fund for the benefit of the Class. We efficiently communicated and
13 exchanged information informally with Defense counsel which enabled the parties to
14 successfully settle the case. Because of the risks involved in litigating the case and the contested
15 legal and factual issues, my office believes this settlement to be fair, reasonable, and adequate.

16 13. After being retained by Plaintiff Valeria Ramirez, we submitted a letter to the
17 Labor and Workforce Development Agency (“LWDA”) for civil penalties under the Private
18 Attorneys General Act of 2004 (“PAGA”), and simultaneously sent a letter to Defendant
19 requesting the production of her personnel and timekeeping records to further evaluate her wage
20 and hour claims. The LWDA ultimately declined to assert jurisdiction over the PAGA, thereby
21 giving Plaintiff the right to bring PAGA claims. A true and correct copy of Plaintiff Ramirez’s
22 LWDA Notice Letter is attached hereto as **Exhibit F**.

23 14. On November 2, 2023, Plaintiff Ramirez also filed this class action, alleging that
24 Defendant violated various sections of the Labor Code. Defendant retained counsel and
25 immediately began to defend the case. Thereafter, Plaintiff Erika Sigala retained my office and
26 then a first amended complaint was filed on March 27, 2024 adding Ms. Sigala to the case, as
27 well as adding causes of action under PAGA.
28

1 15. Then, after early discussions among counsel, the Parties agreed to attend private
2 mediation in an effort to avoid a contested class certification process. In preparation for
3 mediation, the Parties informally exchanged documents and information that allowed both sides
4 to calculate the potential damages and evaluate potential risk, including policies and procedures
5 pertaining to the claims, statistics relating to the number of current and former employees,
6 number of shifts, workweeks and pay periods worked and other things, and a sampling of payroll
7 and timekeeping records for Class Members. This information enabled both parties to take a
8 deep dive into the claims. Additionally, during this process, Plaintiffs and their counsel
9 analyzed, researched, and investigated the potential issues, including matters related to the
10 calculation of damages, trial, and appellate issues and risks.

11 16. On July 30, 2024, Plaintiffs and Defendant participated in mediation with Steve
12 Rottman, who is one of the most well-respected class action mediators in California. At the
13 conclusion of mediation, and after extensive arms-length negotiations, Mr. Rottman issued a
14 mediator's proposal which was ultimately accepted by the Parties. The Parties now seek the
15 Court's preliminary approval of the Settlement.

16 **SUMMARY OF THE CLAIMS AND DEFENSES**

17 17. Plaintiffs alleged numerous wage and hour violations on behalf of the Class.
18 However, Defendant vigorously contested and denied each of Plaintiffs' material allegations on
19 the merits and as to the propriety of a class action or PAGA representative action. Still, Plaintiffs
20 believed there were several strong claims.

21 18. For instance, Plaintiffs' primary claim was based on Defendant's failure to
22 properly record and pay for all hours worked. For instance, Plaintiffs and Class Members were
23 required to perform start-up procedures before they clocked in at the beginning of each shift
24 resulting in unpaid time. Moreover, due to strict call requirements and continuous monitoring for
25 productivity, Class Members were often forced to work-off-clock during meal periods while still
26 clocking out as though they were taking their off-duty meal periods. However, Defendant
27 opposed each unpaid wage claim on the merits and as to the propriety of class certification.
28

1 19. Plaintiffs also alleged that she and the Class Members were often denied
2 compliant meal and rest breaks due to the nature of the work. However, Defendant argued that it
3 provided and made all mandated meal and rest breaks available to the Class, and any employee
4 who did not take a break did so entirely of their own volition. Thus, Defendant argued that these
5 claims were without merit because, for each violation, a fact-finder would have to determine why
6 a break was noncompliant, because if it was by the employee's choice, no liability attaches to
7 Defendant. Defendant also argued that it had a practice of paying meal premiums when the
8 timekeeping records evidenced a noncompliant meal period).

9 20. Additionally, Plaintiffs claimed that Defendant failed to reimburse business
10 expenses in violation of Labor Code § 2802(a). For instance, Class Members were required to
11 acquire home internet at company mandated speeds, and a smart phone and related monthly data
12 plans to communicate with Defendant via phone and text message, yet Defendant didn't provide
13 reimbursement for these expenses.

14 21. Finally, Plaintiffs alleged a variety of other claims (all of which Defendant
15 disputed), such as the failure to timely pay wages each period, failure to timely pay all wages
16 upon separation of employment, failure to provide accurate itemized wage statements, and
17 failure to reimburse business expenses.

18 22. Despite the disputed nature of the claims, the Parties concluded that further
19 litigation of the Action would be protracted and expensive, and that it is desirable that the Action
20 be fully and finally settled to limit further risk, expense, and protracted litigation.

21 **CMO COMPLIANCE**

22 23. In accordance with CMO ¶ G, this section will specifically identify and address
23 each CMO requirement. This information was compiled with the assistance of Misty Lauby, who
24 was responsible for preparing the pre-mediation data and calculations, and primarily assisted in
25 the preparation of the *Kullar* analysis. As such, the following is based largely on information
26 and belief, as it was largely prepared with Ms. Lauby's assistance (but I reviewed all of the
27 information).

28 ///

1 CMO ¶ G(3)(a)(i)

2 24. Based on information obtained in discovery and through informal discovery
3 before mediation, I estimate that there will be approximately 350 individuals that fall within the
4 Class definition and 178 of those individuals are also PAGA “Aggrieved Employees.”

5 CMO ¶ G(3)(a)(ii), CMO ¶ G(3)(a)(iii), CMO ¶ G(9)(b)

6 25. The following paragraphs provide the maximum and risk-adjusted value for each
7 claim, and this includes all claims on a class and PAGA basis as required by the CMO.

8 26. The calculations below are based upon data points obtained through formal and
9 informal discovery, from which Plaintiffs’ counsel estimated the following through mediation:
10 (1) 350 Class Members, (2) 213 *former* Class Members for purposes of Labor Code § 203, (3)
11 18,800 workweeks, (4) 76,958 shifts worked, and (4) approximately 3,577 wage statements
12 during the PAGA Period.

13 ***Unpaid Wage Claims***

14 27. Plaintiffs alleged unpaid wage claims on behalf of the Class based upon two
15 theories: (1) Class Members were not paid for computer boot up time at the beginning of each
16 shift, and (2) Class Members were forced to work off-the-clock on some occasions during meals
17 to keep up with call quotas.

18 28. CMO ¶ G(3)(a)(ii): we calculated the maximum potential damages as follows. For
19 the boot-up time claim, we assumed 6 minutes of unpaid time per each of the 76,958 shifts at the
20 average rate of pay of \$21.04 for a total of \$161,612 in unpaid time. For the meal period off-the-
21 clock claim, we assumed a 15% violation rate of each of the 67,561 shifts over 5 hours at 6
22 minutes per shift at a rate of \$21.04 per hour for a total of \$21,322. Together the maximum
23 potential value for unpaid wage claims is \$182,934.

24 29. CMO ¶ G(3)(a)(iii): we calculated the risk-adjusted value of these unpaid wage
25 claims as \$45,734 with a 50% discount at class certification stage and 50% on the merits.
26 Defendant vehemently opposed these “off-the-clock” unpaid wage claims on the merits and as to
27 the propriety of class certification.
28

1 30. CMO ¶ G(9)(b): as for the PAGA penalty claims on these issues, Plaintiffs
2 calculated the maximum potential PAGA penalty at trial as \$357,700 based on a 100% violation
3 rate in each of the 3,577 pay periods at \$100 per pay period. However, due to the various
4 defenses to these claims, Plaintiffs assessed a 50% risk reduction on the merits and another 75%
5 discount for the Court's estimated discretionary reduction. The risk adjusted value of the unpaid
6 wages PAGA claims is \$22,356.

7 ***Meal and Rest Break Claims***

8 31. Plaintiffs also alleged meal and rest break claims against Defendant, and this
9 section provides CMO-compliant information as to the value and basis for such claims.

10 32. CMO ¶ G(3)(a)(ii): we calculated the maximum potential damages as follows. For
11 the meal period claims, we calculated 6,756 violations (based on a 10% violation rate on 67,561
12 shifts over 5 hours with 5% facially non-compliant violations and an assumed additional 5%
13 non-compliant meals for working while off-the-clock during meal periods) and multiplied that by
14 an average hourly rate of \$21.04 (the applicable premium rate under Labor Code § 226.7) to
15 arrive at maximum potential damages of \$ 142,146. For the rest break claims, we calculated
16 11,544 violations (15% violation rate on all shifts) and multiplied that by \$ 21.04 to arrive at
17 maximum potential damages of \$ 242,879.

18 33. CMO ¶ G(3)(a)(iii): we calculated the risk-adjusted value of these meal period
19 claims as \$42,644 and \$60,720 for rest break claims. These risk-adjusted figures are based on the
20 numerous defenses and risks attached to such claims. For instance, Defendant raised numerous
21 arguments in response to this claim, including that it maintained fully compliant written policies
22 and specifically authorized the Class Members to take meal and rest breaks, meaning that no one
23 had a reason or cause to miss a break or take a short/late break. Therefore, Defendant asserted
24 that a fact-finder would have to determine for each Class Member whether a break was missed
25 and why, and why a break was noncompliant or nonexistent, because if it was by the employee's
26 choice, no liability attaches to Defendant. Additionally, Defendant argued and provided evidence
27 that it paid Labor Code § 226.7 premium payments to the Class for allegedly noncompliant meal
28 periods, which would greatly reduce the alleged violation rates. These defenses are factored into

1 Plaintiff's analysis in two ways. First, these issues raise questions regarding whether the meal
2 and rest break claims could be certified, and Plaintiffs placed a 40% risk at the class certification
3 stage for meal periods and a 50% risk for rest breaks. Second, these defenses also go toward the
4 merits given the evidentiary question of proving the number of meal and rest violations. As
5 such, Plaintiff placed a 50% risk on the merits for meal breaks, and an additional 50% risk on the
6 merits for rest breaks. This returns risk-adjusted values for meal periods of \$ [$\$42,644 \times 40\%$
7 class cert risk $\times 50\%$ merits risk] and for rest breaks of \$60,720 [$\$242,879 \times 50\%$ cert risk $\times 50\%$
8 merits risk].

9 34. CMO ¶ G(9)(b): as for the PAGA penalty claims on these issues, Plaintiffs
10 calculated the maximum potential PAGA penalty at trial as \$89,425 for meal periods (25% pay
11 period violation rate) and \$178,850 (50% pay period violation rate), based on \$100 for each
12 violation. But these claims faced the same merits and evidentiary risks discussed above, so we
13 applied a 50% risk on the merits for each claim. Then we also assumed that the Court, when
14 considering what discretionary reduction to apply, would give credit to Defendant's attempt to
15 enact and apply a compliant written meal and rest period policy. And, as a result, we estimated
16 that the Court would apply a discretionary reduction of 75%, leading to risk-adjusted PAGA
17 values of \$11,178 for meal periods and \$22,356 for rest breaks.

18 *Business Expense Claims*

19 35. Plaintiffs alleged that Defendants failed to reimburse business expenses for Class
20 Members including cell phones and home internet necessary to perform their work.

21 36. CMO ¶ G(3)(a)(ii):. Plaintiff valued this claim at an estimated \$83,670 (based on
22 8,367 violative workweeks and \$10 unreimbursed expenses per week).

23 37. CMO ¶ G(3)(a)(iii): However, Defendants argued that at no time were Class
24 Members required to provide their cell phones and only did so if they wanted to. Thus, based on
25 this policy, which they claimed applied to Plaintiffs, Plaintiffs assigned a 50% risk of defeat at
26 class certification and another 50% risk of defeat on the merits, leading to a risk-adjusted value
27 of \$20,918 on the Labor Code § 2802.
28

38. CMO ¶ G(9)(b): as for the PAGA penalty claims on these issues, Plaintiff calculated the maximum potential PAGA penalty at trial as \$357,700 for business expense claims based on a 100% violation rate for the 3,570 pay periods multiplied by \$100. However, due to the argument that Class Members were not required to furnish their own cell phones, we applied the a 50% merits risk and we assumed that the Court would apply a discretionary reduction of 75%. Thus, the total risk-adjusted PAGA penalties for wage statement violations are \$44,713.

Wage Statement Claims

39. Plaintiffs alleged that, because of the unpaid wage and meal/rest violations above, Defendant's wage statements failed to accurately reflect the gross and net wages payable.

40. CMO ¶ G(3)(a)(ii): based on the formula under Labor Code § 226(e) (\$50 for initial violation and \$100 for subsequent violations), we calculated the maximum class wage statement penalties as \$348,800 (178 “initial” violations at \$50 = \$8,900 and 3,399 “subsequent” violations at \$100 = 339,900 ($[178 \times \$50] + [3,399 \times \$100] = \$348,800$)).

41. CMO ¶ G(3)(a)(iii): we calculated the risk-adjusted value of the class wage statement claims as \$87,200. This analysis incorporated Defendant’s arguments and defenses from above, and also accounted for the fact that these were “derivative” as opposed to “direct” wage statement violations (*i.e.*, because these claims were entirely derivative of the claims above, they only had merit if the claims for unpaid wages or meal/rest breaks were successful). Moreover, Defendant argued that “derivative” violations cannot trigger liability under § 226 and, even if there was a “technical” violation, Plaintiffs would be unable to prove the required “knowing and intentional” and “injury” elements. Based on these facts and defenses, we placed a 50% risk at class certification (in line with the claims on which the derivative wage statement claim was based) and estimated another 50% risk on the merits, leading to a risk-adjusted value for the derivative claims of \$87,200 [$\$348,800 \times 50\% \text{ cert risk} \times 50\% \text{ merits risk}$].

42. CMO ¶ G(9)(b): as for the PAGA penalty claims on these issues, Plaintiffs calculated the maximum potential PAGA penalty at trial as \$357,700 for wage statement claims based on a 100% violation rate for the 3,577 wage statements issued during the period multiplied

1 by \$100. However, like above, the risk-adjusted value must consider the difference between the
2 direct and derivative claims. Thus, we applied the same 50% merits risk and, even though there
3 is no requirement for “knowing and intentional” under PAGA, we assumed that the Court would
4 apply a discretionary reduction of 75% based on Defendant’s likely argument (if liability was
5 found) that they were already liable for damages to the Class and for PAGA penalties for the
6 overarching violations that triggered the derivative wage statement violations. Thus, the total
7 risk-adjusted PAGA penalties for wage statement violations are \$44,713

8 ***Waiting Time Penalty Claims***

9 43. Plaintiffs’ claim for failure to timely pay final wages (and for waiting time
10 penalties under Labor Code § 203) was entirely derivative of the claims above (*e.g.*, because
11 Defendant failed to pay all wages and premiums owed, Defendant did not timely pay all final
12 wages owed because there are still amounts due and payable).

13 44. CMO ¶ G(3)(a)(ii): we calculated the maximum potential value of this claim as
14 \$1,008,342 based on 213 *former* employees who were paid \$157.80 per day (213 employees x
15 \$157.80 daily pay x 30-day penalty = \$1,008,342).

16 45. CMO ¶ G(3)(a)(iii): we calculated the risk-adjusted value of the waiting time
17 penalty claim as \$252,086. The valuation had to account for the fact that this claim was
18 derivative of the unpaid wage and meal/rest break claims and, if those claims failed at
19 certification or on the merits, there would be no waiting time penalties owed, so the same risks
20 for those claims applied to this claim. Furthermore, even if the unpaid wage and/or meal/rest
21 claims succeeded at certification and on the merits, Plaintiffs would have to prove that the
22 violations (if any existed) were “willful” under the meaning of Labor Code § 203. And, here,
23 Defendant argued there was no “willful” violation since they had compliant written policies and
24 any deviations therefrom were inadvertent and unintentional. Additionally, argued that they had
25 a “good faith” defense that prevents imposition of the waiting time penalties. As a result of this
26 analysis, Plaintiffs’ counsel applied a 50% risk at class certification and a 50% risk on the merits,
27 setting a risk-adjusted value of \$252,086.

1 46. CMO ¶ G(9)(b): as for the PAGA penalty claims, Plaintiffs calculated the
2 maximum potential PAGA penalty at trial as \$23,100 based on 231 violations multiplied by
3 \$100. But we had to incorporate the same risks as above (50% on the merits) and also assumed
4 that, given Defendant’s good faith attempts at compliance with California law, that the Court
5 would also apply a 50% discretionary reduction in PAGA penalties, setting the risk-adjusted
6 PAGA penalty value at \$2,888.

7 ***Failure to Timely Pay Wages Each Period***

8 47. This claim is pursued on a PAGA basis (the remedy for a violation is enforceable
9 either through PAGA or the Labor Commissioner); thus, the analysis here focuses on PAGA.

10 48. CMO ¶ G(9)(b): Plaintiff calculated the maximum potential PAGA penalty at trial
11 as \$357,700 for Labor Code § 204 claims based on a 100% violation rate for the 3,577 wage
12 statements issued during the period multiplied by \$100. This claim is based on the allegation that
13 Defendant did not pay all wages and wage premiums (for meal/rest violations) timely each
14 period, which violated Labor Code § 204. However, because these claims were entirely
15 derivative of the claims above, they only had merit if the claims for unpaid wages or meal/rest
16 breaks were successful. And, as such, we had applied a 50% risk on the merits to align with the
17 merits risk of the claims above. Additionally, we assumed that the Court would apply a
18 discretionary reduction of 75% based on Defendant’s likely argument (if liability was found) that
19 PAGA penalties for § 204 violations should be greatly reduced because these are “derivative”
20 and were already liable for damages to the Class and for PAGA penalties for the overarching
21 violations. Thus, the risk-adjusted PAGA penalties under § 204 are \$44,713.

22 ***Collective Maximum and Risk-Adjusted Class Damages/Penalties and PAGA Penalties***

23 ***CMO ¶¶ G(3)(a)(ii)(C), CMO G(3)(a)(iii)(C), and CMO ¶ G(9)(b)(iii and iv)***

24 49. The table below provides the total sums (for all claims) of the maximum and risk-
25 adjusted class damages and penalties and the total maximum and risk-adjusted PAGA penalties.

26 ///

27 ///

28 ///

Claim	Class Values		PAGA Values	
	Maximum	Risk-Adjusted	Maximum	Risk-Adjusted
Unpaid Wages	\$182,934	\$45,734	\$357,700	\$44,713
Meal Periods	\$142,146	\$42,644	\$89,425	\$11,178
Rest Breaks	\$242,879	\$60,720	\$178,850	\$22,356
Business Expenses	\$83,670	\$20,918	\$357,700	\$44,713
Wage Statement	\$348,800	\$87,200	\$357,700	\$44,713
Waiting Time Penalties	\$1,008,342	\$252,086	\$23,100	\$2,888
Labor Code § 204	n/a	n/a	\$357,700	\$44,713
Totals	\$2,008,771	\$509,300	\$1,722,175	\$215,272

CMO ¶ G(3)(a)(iv)

50. Based on an assumed Net Settlement Amount of \$78,000.00, and an estimated 350 Class Members, the average payment will be \$222.85. However, the actual amounts payable to the Class will be based on a guaranteed minimum payment plus an allocation based on each individual's weeks worked compared to the total Class weeks worked. While we cannot generate an exact "range of recoveries" right now since the Class Data will not be provided to the Settlement Administrator until after Preliminary Approval, I can provide reasonable estimates of the high and low payments as follows.

51. Based on our analysis, we estimate that there 350 Class Members participating in the Settlement, who will reach receive a share of the settlement based on weeks worked. Based on an estimate 18,800 workweeks during this period, we can assume an average per-workweek value of \$4.15 (\$78,000.00 / 18,800). Thus, on the low end, a Class Member that worked only 2 weeks during the Class Period will receive \$8.30 (\$4.15 x 2). And, at the high end, a Class Member that worked for the entire Class Period (260 calendar weeks) will receive an estimated high payment of \$1,079.00 (\$4.15 x 260).

52. Given that these are only preliminary estimates, the Settlement Administrator will fill in the average, high, and low payments in the Class Notice (if necessary) after Preliminary Approval and after calculating those figures from the Class Data.

///

1 CMO ¶ G(3)(a)(v)

2 53. From the data and analysis conducted prior to mediation, derived through both
3 formal and informal discovery, I estimate the following recoveries by the Aggrieved Employees.
4 First, given that we estimate 178 Aggrieved Employees, those individuals will receive an
5 estimated average share of \$28.09 (\$5,000 / 178). Then, based on an estimated 7,154 Work
6 Weeks during the PAGA Period, we estimate the value of each PAGA Workweek as \$.70
7 (\$5,000 / 7,154); if an Aggrieved Employee worked only 2 weeks in the PAGA Period, the low
8 payment would be \$1.40 and, if an Aggrieved Employee worked the maximum weeks during the
9 PAGA Period (103), then the maximum PAGA payment will be \$72.10.

10 CMO ¶ G(3)(a)(vi)

11 54. My office conducted substantial informal discovery to investigate the size of the
12 class and strength of the claims. Specifically, in preparation for mediation, we demanded and
13 received informal discovery, including documents and information that allowed us calculate the
14 potential damages and evaluate potential risk, including policies and procedures pertaining to the
15 claims, statistics relating to the number of current and former employees, number of shifts, pay
16 periods worked and other things, and a sampling of payroll and time records for Class Members.

17 CMO ¶ G(3)(a)(vii)

18 55. I am not aware of any other class, representative, or collective action in this or
19 any other court that asserts claims similar to those asserted in this action or behalf of a class or
20 group of individuals, some or all of whom would also be members of this Class. I have also
21 made reasonable inquiry of other members of my firm and none of the other attorneys are aware
22 of any such similar actions.

23 CMO ¶ G(3)(c)(i)

24 56. The Court, at CMO ¶ G(C)(i), states that it “believes that redistribution of the
25 value of uncashed settlement check(s) to those class members who have cashed their checks will
26 better serve the public interest and the interest of the class than distribution in the manner
27 otherwise prescribed by [CCP § 384(b)]” (*i.e.*, payments to a *cy pres*).
28

1 57. Here, the Parties are not sending the value of uncashed checks to a *cy pres*.
2 Instead, any uncashed checks will be sent to the California State Controller in the name of the
3 Class Member (or Aggrieved Employee). Thus, those funds are – and always will be – paid to
4 and available for collection by the Class Member (or Aggrieved Employee) at any point in the
5 future. This does not fall under the umbrella of CCP § 384(b), as that section only relates to
6 payment of residue to “nonprofit organizations or foundations to support projects that will
7 benefit the class or similarly situated persons, or that promote the law consistent with the
8 objectives and purposes of the underlying cause of action, to child advocacy programs, or to
9 nonprofit organizations providing civil legal services to the indigent.”

10 58. I do not believe there is a need for the Parties to “explain[] the factual basis for
11 the disagreement” with the Court’s proposed method of redistributing funds, because the Court’s
12 proposal is, by its plain language, only applicable in lieu of a *cy pres* (not where the uncashed
13 funds are still paid to the Class Member, essentially held in trust by the State Controller).

14 59. However, in an abundance of caution and to prevent a delay, I want to explain
15 why we do not want to redistribute uncashed checks to class members that did cash checks.

16 60. First, the process to carry out the Court’s proposed redistribution is not as simple
17 as it sounds. Under the CMO’s proposed method, after 180 days have passed, the uncashed
18 funds would be redistributed to Class Members that cashed their checks. That step, on a
19 standalone basis, is not concerning. However, that is nowhere near the end of the process.
20 Indeed, after the second checks are issued, there will be another batch of checks that go
21 uncashed, as there always are in these class actions. What, then, happens to the funds from the
22 uncashed second checks? Are those amounts redistributed again? And to whom? Should the
23 third round of checks only go to those who cashed the first and second checks? Regardless of
24 the answer to these questions, the problem will continue because some of the third checks will
25 likely go uncashed as well, meaning that this process can repeat over and over – each time with a
26 180-day check cashing period.

27 61. Second, the Court’s proposal to redistribute uncashed checks to class members is
28 also problematic because it will greatly increase the cost of settlement administration. After all,

1 the administrator will have to keep banking and taxing accounts open for a much longer period,
2 possibly for multiple years, and will have to issue multiple tax forms with each new payment.
3 But how much extra will the Administrator charge to be exact? And how many additional
4 checks will be mailed a second and third time? How will this be priced? And once the court has
5 approved a specific amount of money for the Settlement Administrator, who will pay for the
6 increased costs, and who will be responsible for ensuring that the increased costs are fair,
7 reasonable and adequate - because after all, this entire process is occurring after the Court has
8 entered judgment.

9 CMO ¶ G(3)(d)

10 62. In accordance with CMO ¶ G(3)(d), we requested bids from five different
11 settlement administrators, which resulted in the following bids: CPT Group (\$11,500), Rust
12 Consulting (\$12,250), Xpand (\$8,000), ILYM (\$9,350) and Phoenix (\$7,000). Phoenix
13 Settlement Administrators was the lowest bid, so the Parties agreed to retain Phoenix Settlement
14 Administrators based on its all-in (fixed) fee to administer the settlement for \$7,000. The
15 concurrently filed Declaration of Michael Moore of Phoenix Settlement Administrators covers
16 the other information required in CMO ¶ G(3)(d)(ii).

17 CMO ¶ G(9)(b)

18 63. The paragraphs above provide the information requested in CMO ¶ G(9)(b)(i-iv);
19 this section addresses the remaining requests under CMO ¶ G(9)(b)(v-viii).

20 64. CMO ¶ G(9)(b)(v): I'd first like to point out that a finding of "knowing and
21 intentional" is not necessary under claims for PAGA penalties; that is a required element of wage
22 statement violations (on a class, not PAGA, basis) under Labor Code § 226(e). However, with
23 that said, we believe there is an argument that Defendant's unpaid wage claims would not be
24 found "knowing and intentional" (for purposes of Labor Code § 203, for instance). Additionally,
25 we believed that Defendant had a good argument that the derivative wage statement violations
26 were not "knowing and intentional."

27 65. CMO ¶ G(9)(b)(vi): If this action proceeded to trial, Defendant would have
28 argued for a discretionary reduction in PAGA penalties because the assessment of significant

PAGA penalties would be “unjust, arbitrary and oppressive, or confiscatory” in light of “the facts and circumstances of [this] case.” *See* Labor Code § 2699(h). Defendant’s reliance on several Labor Code exemptions presents a “mistake of law” fact pattern, and similar cases have applied large reductions in PAGA penalties in such situations. *See, e.g., Cotter v. Lyft, Inc.* (N.D. Cal. 2016) 193 F.Supp.3d 1030, 1037 (97.5% reduction in PAGA penalties “appropriate” based on the “unjust, arbitrary and oppressive, or confiscatory” factors because (i) the employer did not “deliberately evad[e] a clear obligation to provide legally required pay and benefits to employees,” (ii) the employer did not “negligently fail to learn about its obligations under the wage and hour laws,” and (iii) the employer’s obligations were “genuinely unclear” because “there is no straight answer to the question”).

66. CMO ¶ G(9)(b)(vii): The parties only reached settlement and the agreed-upon PAGA penalties after extensive informal discovery and arms-length negotiation between the parties and through an experienced mediator. Notably, Defendant raised many defenses which, if accepted by the Court, could result in a significant reduction of penalties, or the elimination of penalties altogether through dispositive motions. As such, an assessment of penalties greater than those agreed-upon would be unjust at this stage because this settlement reflects an informed, fundamentally fair, and reasonable settlement of the PAGA claims herein based on the unique facts, defenses, and risks in this case.

67. CMO ¶ G(9)(b)(viii): the sections above show that the amount of the agreed-upon penalties is fair.

THE SETTLEMENT IS FAIR, JUST, AND REASONABLE

68. The settlement was the product of extensive arm’s length negotiations, facilitated by an experienced mediator. Though cordial and professional, the settlement negotiations were adversarial and non-collusive in nature. The settlement reached is the product of substantial effort by the parties and their counsel. Although we believed that there was a possibility of certifying the claims, we recognized the potential risk, expense, and complexity posed by litigation, such as unfavorable decisions on class certification, summary judgment, at trial and/or on the damages awarded, and/or on an appeal that can take several more years to litigate.

1 69. The settlement will result in a fair payment to each class member based on the
2 number of weeks worked. Plaintiffs and my firm have diligently investigated the claims and
3 defenses on behalf of the Class Members and worked to achieve a resolution of the claims to
4 maximize the recovery by avoiding further expenditure of attorneys' fees and costs. After
5 evaluating the significant risks attendant with further litigation described above and weighing
6 them against the benefits of a known compromise and settlement as set forth in the Settlement
7 Agreement, settlement on the terms agreed to is believed to be in the best interest of Plaintiffs
8 and the Class, and is a fair and reasonable resolution of the claims alleged.

9 70. My firm brought to bear a great deal of experience in negotiating the settlement of
10 this case. As detailed herein, I, along with Misty Lauby, engaged in the necessary discovery and
11 investigation, making it possible to exercise informed judgment throughout the settlement
12 process, including significant document review (*e.g.*, documents pertaining to Defendant's
13 policies and procedures, personnel documents, among others), and conducted an extensive
14 analysis of the detailed class-wide data provided by Defendant.

15 71. Based on my experience in other cases, including wage and hour matters, I
16 believe I am qualified to evaluate the class claims and viability of defenses in this class action.
17 In this case, the recovery for each class member is reasonable, fair, and adequate, and this
18 settlement is in the best interests of the class. The settlement provides each class member with
19 compensation for the alleged violations when viewed in relation to the costs and risks inherent in
20 obtaining class certification and proceeding to trial.

21 72. My firm, as well as defense counsel, fully endorse the terms and conditions of the
22 settlement as set forth in the abovementioned Settlement Agreement.

23 73. Of course, the settlement amount represents a compromise figure, taking into
24 account the various risks surrounding class certification and the merits of Defendant's asserted
25 defense. Nevertheless, the settlement provides for fair and adequate payments to the class
26 members, with no reversion to Defendant.

27 ///

28 ///

1 **PLAINTIFF’S REQUESTED ENHANCEMENT PAYMENT**

2 74. Plaintiffs seek an enhancement payment of \$7,500 each for their service to the
3 Class. Plaintiffs came forward and brought this case in an effort to effectuate a policy and
4 practice change that benefitted all other Class Members (and to recover unpaid wages and other
5 damages). They ultimately succeeded despite considerable risk.

6 75. Plaintiffs provided invaluable assistance to my office and the Class in this case,
7 including providing factual background; reviewing the litigation documents; providing
8 information and documents about Defendant’s policies and practices; participating in phone calls
9 to discuss litigation and settlement strategy; making themselves available throughout the
10 litigation to assist with analyzing the claims and defenses; helping Class Counsel prepare for the
11 mediation; making themselves available for a full-day mediation, and reviewing the settlement
12 documents. Plaintiffs agreed to participate in this case with no guarantee of personal benefit.

13 76. The Class Representatives also assumed significant risk in bringing this
14 litigation—namely, had they lost, they could have been ordered to pay Defendant’s costs.
15 Moreover, Plaintiffs elected to pursue the class action claims on behalf of other employees. As
16 part of the negotiations, the parties ultimately reached a settlement of the class claims but the
17 requested service award is also reasonable and appropriate given that Plaintiffs agreed to put the
18 interests of the class ahead of their own interests and performed work on behalf of the class.
19 And, as part of the negotiations, Plaintiff agreed to a general release as part of the settlement
20 (whereas the Class will only release the claims alleged).

21 **ADEQUACY OF COUNSEL AND THE PROVISIONAL REASONABLENESS OF THE**
22 **REQUESTED FEES AND COSTS**

23 77. As set forth above, I have handled well over 300 class and representative actions,
24 have been appointed as class counsel and have successfully resolved over half of those cases, and
25 many others remain pending and will successfully resolve in the future.

26 78. When this case was taken on a contingency fee basis, with my firm agreeing to
27 assume responsibility for all litigation costs, the ultimate result was far from certain. In the
28 course of this litigation, my firm paid all costs including filing fees, court costs, research fees,

1 and mediation costs. There was never a guarantee that we would recoup those expenditures.

2 79. It is my experience that attorney fee awards of one-third of a common fund
3 settlement is the standard in California. In this case, my firm agreed to seek one-third of the
4 Settlement Amount for attorneys' fees. Defendant does not oppose this fee request. The fee is
5 further warranted because it is within the range of reasonableness typically awarded in class
6 actions. The litigation costs are reasonably capped at \$25,000 and will be based on the actual
7 amount of costs incurred at the time of final approval.

8 SETTLEMENT ADMINISTRATOR

9 80. The Parties request that the Court appoint Phoenix Settlement Administrators as
10 the Settlement Administrator. In accordance with CMO ¶ G(3)(d), we requested bids from five
11 different settlement administrators, which resulted in the following bids: CPT Group (\$11,500),
12 Rust Consulting (\$12,250), Xpand (\$8,000), ILYM (\$9,350) and Phoenix (\$7,000). Based on its
13 low bid, the Parties agreed to retain Phoenix based on its all-in (fixed) fee to administer the
14 settlement for \$7,000. The concurrently filed Declaration of Michael Moore of Phoenix covers
15 the other information required in CMO ¶ G(3)(d)(ii).

16 SUBMISSION TO THE LWDA

17 81. Plaintiffs have concurrently submitted the settlement and all moving papers to the
18 LWDA in accordance with Labor Code § 2699(1)(2). The proof of submission is attached hereto
19 as **Exhibit G**.

20 EXHIBITS AND CONCLUSION

21 82. A true and correct copy of the partially signed Settlement Agreement is attached
22 as **Exhibit A**.

23 83. The proposed Class Notice is attached as **Exhibit B**.

24 84. The proposed Request for Exclusion Form is attached as **Exhibit C**.

25 85. The proposed Objection Form is attached as **Exhibit D**.

26 86. The proposed Dispute Form is attached as **Exhibit E**.

27 87. A true and correct copy of the notice letter we submitted on behalf of Plaintiff to
28 the LWDA is attached as **Exhibit F**.

88. The LWDA's confirmation of receipt of this Motion and Declarations is attached hereto as **Exhibit G**.

89. Counsel has carefully reviewed both the terms and the terminology of the order and the accompanying forms (notice, objection form, exclusion form, dispute form) to confirm that the various documents are internally consistent, consistent with each other, and consistent with the settlement agreement.

90. For the foregoing reasons, it is respectfully requested that the Court grant preliminary approval of the settlement as being fair, reasonable, and in the best interests of the class, as well as preliminarily approve the requested attorneys' fees, costs, and enhancement payment to the Class Representatives.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on February 21, 2025, at Riverside, California.

By: Brian J. Mankin
Brian J. Mankin, Esq.

EXHIBIT “A”

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

VALERIA RAMIREZ, individually, on a
representative basis, and on behalf of all
others similarly situated; ERIKA SIGALA,
individually, on a representative basis, and on
behalf of all others similarly situated;

Plaintiffs,

vs.

INLAND SOUTHERN CALIFORNIA 211, a
California Nonprofit Corporation; and DOES
1 through 20, inclusive;

Defendants.

Case No.: CVRI2305899
*[Assigned to Hon. Harold Hopp, Dept 1, for
all purposes]*

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS**

This “Class Action and PAGA Settlement Agreement and Release of Claims” is entered
into by and between Plaintiffs Valeria Ramirez and Erika Sigala, individually and on behalf of

all others similarly situated, and on behalf of the State of California, and Defendant Inland Southern California 211, and is approved by their respective counsel of record, subject to the terms and conditions hereof and the Court's approval.

A. Definitions

1. "Action" or "Lawsuit" means and refers to the case entitled *Valeria Ramirez and Erika Sigala v. Inland Southern California 211*, Riverside County Superior Court, Case No. CVRI2305899.

2. "Aggrieved Employee(s)" means all current and former nonexempt (hourly paid) employees employed by Defendant in California during the PAGA Period.

3. "Agreement" or "Settlement Agreement" or "Settlement" shall mean this Class Action and PAGA Settlement Agreement and Release of Claims.

4. "Class" is defined all current and former nonexempt (hourly paid) employees employed by Defendant in California during the Class Period.

5. "Class Member(s)" refers to individual members of the Class.

6. "Class Counsel" refers to Brian Mankin and Misty Lauby of Lauby, Mankin & Lauby LLP.

7. "Class Data" means a complete list that Defendant will diligently and in good faith compile from their records and provide to the Settlement Administrator on one spreadsheet which shall include, for each Class Member: the individual's full name; last known address; Social Security Number; and total Weeks Worked during the PAGA Period and the Class Period.

8. "Class Period" is deemed to be any time during the period of November 2, 2019 through October 28, 2024 (90 days after mediation), or, if applicable, the Alternate End Date.

9. "Class Representatives" or "Plaintiffs" means and refers to Plaintiff Valeria Ramirez and Plaintiff Erika Sigala.

10. "Complaint" refers to the operative first amended complaint, which pleads class action and PAGA representative claims.

11. "Court" (or "Judge") means the California Superior Court, County of Riverside.

12. "Defendant" means and refers to Defendant Inland Southern California 211.

1 13. “Defendant’s Counsel” or “Defense Counsel” means and refers to Messner
2 Reeves, LLP.

3 14. “Effective Date” is defined as the latest of the following dates: (i) if no Class
4 Member timely and properly intervenes or files a motion to vacate the judgment under Code of
5 Civil Procedure § 663, then the date the Court enters an order granting Final Approval of the
6 Settlement; (ii) if a Class Member intervenes or files a motion to vacate the judgment, then sixty-
7 one (61) calendar days following the date the Court enters an order granting Final Approval,
8 assuming no appeal is filed; or (iii) if a Class Member timely and properly intervenes or files a
9 motion to vacate the judgment under Code of Civil Procedure § 663 or initiates another collateral
10 attack, and if a timely appeal is filed, then the date of final resolution of that appeal or other
11 collateral attack (including any requests for rehearing and/or petitions for certiorari), resulting in
12 final judicial approval of the Settlement.

13 15. “Escalator Clause:” Defendant represents that there are 18,800 Workweeks during
14 the period from 11/02/2019 to 07/30/2024 (date of mediation). Should the total Workweeks
15 worked by all Class Members during the Class Period exceed 20,680 Workweeks (which is 10%
16 more than Defendant’s representation), then Defendants shall, in their sole discretion, have the
17 option to either: (a) increase the Gross Settlement Amount by \$11.52 (GSA divided by 18,880)
18 for each additional Workweek above 20,680, or (b) end the Class Period on the date that the
19 Workweek count totals 20,680 (the "Alternative End Date").

20 16. “Final Approval” refers to the order of the Court granting final approval of this
21 Settlement Agreement and entering a judgment approving this Agreement on substantially the
22 terms provided herein or as may be modified by subsequent agreement of the Parties.

23 17. “Individual Class Payment” refers to each Participating Class Members share of
24 the Net Settlement Amount, as further discussed in Paragraph 47(c) below.

25 18. “Individual PAGA Payment” refers to each Aggrieved Employee’s share of the
26 PAGA Penalties, as further discussed in Paragraph 47(h) below.

27 19. “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph 47(b)
28 below.

1 20. “Notice” means the notice of proposed class settlement that will be sent to the
2 Class Members, and which will advise each Class Member of the settlement and his or her
3 estimated Individual Class Payment and Individual PAGA Payment and will further advise of the
4 setting of a Final Approval Hearing.

5 21. “Notice Packet” means the Notice, “Request for Exclusion Form”, the “Objection
6 Form”, and the “Dispute Form” to be sent to all Class Members.

7 22. “Objecting Class Member” means a Class Member, other than Plaintiffs, who
8 submits a valid and timely objection to the terms of this Agreement, pursuant to Paragraph 68(c)
9 below.

10 23. “PAGA Penalties” means the amount that the Parties have agreed to pay to the
11 Labor and Workforce Development Agency (“LWDA”) in connection with the California Labor
12 Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”), as well
13 as the Individual PAGA Payment allocated to each Aggrieved Employee.

14 24. “PAGA Period” is deemed to be any time during the period of November 2, 2022
15 through October 28, 2024, or, if applicable, the Alternative End Date.

16 25. “Participating Class Member” means any and all Class Members who are deemed
17 to participate and receive an Individual Class Payment and do not opt-out by submitting timely
18 valid Requests for Exclusion.

19 26. “Parties” or “Settling Parties” mean Plaintiffs and Defendant, collectively.

20 27. “Preliminary Approval Date” means the date the Court approves the Settlement
21 Agreement and enters the Preliminary Approval Order.

22 28. “Preliminary Approval Order” means the judicial order to be entered by the
23 Court, upon the application or motion of the Plaintiff, preliminarily approving this Settlement
24 and providing for the issuance of the Notice Packet to the Class, an opportunity to opt out of the
25 Settlement, an opportunity to submit timely objections to the Settlement, and setting a final
26 approval hearing on the fairness of the terms of Settlement, including approval of attorneys’ fees
27 and costs. Provided that the motion is consistent with the terms herein, Defendant will not object
28 to Plaintiff’s motion for preliminary approval but will be provided with an opportunity to review

1 and comment upon the motion before it is filed.

2 29. “QSF” means the “Qualified Settlement Fund” set up by the Settlement
3 Administrator for the benefit of the Participating Class Members and Aggrieved Employees, and
4 from which the settlement payments shall be made.

5 30. “Released Class Claims” or “Class Claims” means all Participating Class
6 Members, including Plaintiffs, release the Released Parties from all claims stated in the
7 Complaint and based solely upon the facts in the Complaint, including: (1) failure to pay
8 minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4)
9 failure to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to timely pay
10 final wages, (7) failure to provide accurate itemized wage statements, and (8) unfair and
11 unlawful competition. The operative release period for the Released Class Claims is the Class
12 Period. Participating Class Members, including Plaintiffs, do not release any other claims,
13 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
14 Housing Act, unemployment insurance, disability, social security, workers’ compensation, or
15 claims based on facts occurring outside the Class Period.

16 31. “Released PAGA Claims” means Plaintiffs on behalf of themselves, the State of
17 California and the LWDA shall release the Released Parties from all PAGA claims that Plaintiffs
18 alleged in the Complaint against the Released Parties, based on the facts stated in the November
19 2, 2023 PAGA notice letter by Plaintiff Valeria Ramirez to the LWDA and only to the extent that
20 they are alleged in the Complaint, including all PAGA claims seeking civil penalties premised
21 upon: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide
22 meal periods, (4) failure to provide rest breaks, (5) failure to reimburse business expenses, (6)
23 failure to timely pay wages each period, (7) failure to timely pay wages upon separation of
24 employment, (8) failure to provide accurate itemized wage statements, and (9) all other claims
25 for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et
26 seq. based on the facts or claims alleged in the LWDA notice letters and Complaint. The time
27 period governing the Released PAGA Claims shall be any time during the PAGA Period.
28

1 32. “Released Parties” means Defendant, together with its officers, directors,
2 employees, and agents.

3 33. “Response Deadline” is 45 calendar days from the date the Notice is mailed to the
4 Class Members.

5 34. “Request for Exclusion” shall have the meaning ascribed to it in Paragraph 68(a)
6 below.

7 35. “Gross Settlement Amount” or “GSA” is \$217,500, subject to the Escalator
8 Clause, as further discussed in Paragraph 47(a) below.

9 36. “Service Payment” or “Service Award” means the amount approved by the Court
10 to be paid to Class Representatives Valeria Ramirez and Erika Sigala in addition to their
11 Individual Class Payment as a Participating Class Member and Individual PAGA Payment as an
12 Aggrieved Employee.

13 37. “Settlement Administrator” or Administrator” means and refers to Phoenix
14 Settlement Administrators, the third-party class action settlement administrator agreed to by the
15 Parties, that will provide the Notice Packet to the Class Members and distribute the settlement
16 amounts as described in this Agreement.

17 38. “Settlement Administration Costs” means the costs payable from the Gross
18 Settlement Amount to the Settlement Administrator for administering this Settlement, including,
19 but not limited to, printing, distributing, and tracking documents for this Settlement, tax
20 reporting, and deposit of the employee and employer share of payroll taxes, unclaimed property
21 due diligence, reporting and remittance obligations, distributing the Gross Settlement Amount
22 and the Net Settlement Amount, and providing necessary reports and declarations, as requested
23 by the Parties. The Settlement Administration Costs shall be paid from the Gross Settlement
24 Amount, and shall not exceed the amount approved by the Court, regardless of any additional
25 costs that the Settlement Administrator may request or feel is necessary to administer the
26 Settlement.

27 39. “Workweeks” or “Weeks Worked” in the context of a Class Members means any
28 and all workweeks during the Class Period during which the Class Member performed work for

1 Defendant in California. Likewise, in the context of Aggrieved Employees, it means any and all
2 Weeks Worked during the PAGA Period during which the Aggrieved Employee performed work
3 for Defendant in California.

4 **B. General Terms**

5 40. On November 2, 2023, Plaintiffs filed the instant class action, alleging that
6 Defendant violated various sections of the Labor Code. On the same day, Plaintiffs gave written
7 notice by online filing to the Labor and Workforce Development Agency (“LWDA”) and by
8 certified mail to Defendant of the specific provisions of the Labor Code alleged to have been
9 violated, including the facts and theories to support the alleged violations. Then, on about July
10 18, 2023, Plaintiffs filed a first amended complaint adding causes of action under PAGA.
11 Defendant filed its answer to the first amended complaint on March 27, 2024.

12 41. Defendant denies Plaintiffs’ claims and allegations and contends that the Action is
13 not suitable for class certification.

14 42. The Class Representatives believe they can proceed with the representative and
15 class claims, that the Action is meritorious, and that class certification is appropriate.

16 43. The Parties have conducted a thorough investigation into the facts of the Action.
17 This includes conducting an extensive exchange of informal discovery. Class Counsel is both
18 knowledgeable about and has done extensive research with respect to the applicable law and
19 potential defenses to the claims of the Class. Class Counsel has diligently pursued an
20 investigation of the Class Members’ claims against Defendant. Based on the foregoing data and
21 on their own independent investigation and evaluation, Class Counsel is of the opinion that the
22 settlement with Defendant for the consideration and on the terms set forth in this Settlement
23 Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members in
24 light of all known facts and circumstances, including the risk of significant delay and uncertainty
25 associated with litigation, various defenses asserted by Defendant, and numerous potential
26 appellate issues.

27 44. On July 30, 2024, the Parties attended mediation sessions with Steve Rottman,
28 Esq., a well-respected wage-and-hour mediator. At the conclusion of the mediation, and after

1 extensive arms-length negotiations, the Parties reached the Settlement detailed herein.

2 45. The Parties agree that neither the Settlement nor the acts to be performed or
3 judgment to be entered pursuant to the terms of the Settlement shall be construed as an
4 admission by Defendant of any wrongdoing or violation of any statute or law or liability on the
5 claims or allegations in the Action.

6 46. Agreement to Class Certification for Settlement Purposes Only. The Parties
7 agree to certification of the class for settlement purposes only. If for any reason the Settlement
8 does not become effective, Defendant reserves the right to contest certification of any class for
9 any reason and reserves all available defenses to the claims in this Action., Defendant expressly
10 reserves its rights and declare that it would continue to oppose class certification and the
11 substantive merits of the case should the Court fail to issue Final Approval. Plaintiffs expressly
12 reserves their rights and declares that they will continue to pursue class certification and a trial
13 should the Court fail to issue Final Approval.

14 **C. Terms of Settlement**

15 47. The financial terms of the Settlement are as follows:

16 (a) Settlement Amount: The Parties agree to settle this Action for the Gross
17 Settlement Amount, subject to the Escalator Clause and Defendant's obligation to separately pay
18 its share of employer-side payroll taxes owed on the wage portion of Individual Class Payments.
19 The Gross Settlement Amount includes payments to the Participating Class Members, PAGA
20 Penalties (to the Aggrieved Employees and LWDA), Attorneys' Fees and Costs Award, the
21 Service Payments to the Class Representatives, and Settlement Administration Costs.

22 (b) Net Settlement Amount: The "Net Settlement Amount" is defined as the
23 Gross Settlement Amount less the Attorney's' Fees and Costs Award, the Service Payments to
24 the Class Representatives as awarded by the Court, the Settlement Administration Costs, and
25 PAGA Penalties. If the Court reduces the Attorneys' Fees and Costs Award, Service Payments,
26 or Settlement Administrator Costs, or decreases the amount allocated to the PAGA Penalties, the
27 difference shall be placed in the Net Settlement Amount and allocated to the Participating Class
28 Members.

1 (c) Individual Class Payments: The Administrator will calculate Individual
2 Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks
3 worked by all Participating Class Members, i.e., Class Members who do not opt out of the
4 Settlement, during the Class Period, and (b) multiplying the result by the number of Workweeks
5 worked by each individual Participating Class Member during the Class Period. The entire Net
6 Settlement Amount will be disbursed to all Participating Class Members. If there are any valid
7 and timely Requests for Exclusion, the Settlement Administrator shall proportionally increase the
8 Individual Class Payment for each Participating Class Member according to the number of
9 Weeks Worked, so that the amount actually distributed to Participating Class Members equals
10 one hundred percent (100%) of the Net Settlement Amount.

11 (d) Allocation of Individual Class Payments: The Individual Class Payments
12 to Participating Class Members shall be allocated as twenty percent (20%) as wages subject to
13 withholding of all applicable local, state and federal taxes, and eighty percent (80%) for interest
14 and statutory penalties (pursuant to, *e.g.*, California Labor Code sections 203, 210, 226) from
15 which no taxes will be withheld. The Settlement Administrator will issue to each Participating
16 Class Member (as applicable) an Internal Revenue Service Form W-2 and comparable state
17 forms with respect to the wage allocation and/or a Form 1099 with respect to the penalties and
18 interest allocations.

19 (e) Service Payment to Class Representatives: The amount, if any, awarded
20 to the Class Representatives as a Service Payment will be set by the Court in its discretion, not to
21 exceed \$7,500 each, in exchange for the service that Plaintiffs performed on behalf of the Class.
22 Defendant agrees not to oppose this request. The Service Payment to Plaintiffs will be paid out
23 of the Gross Settlement Amount. The Class Representatives will be issued an IRS Form 1099 in
24 connection with this payment. Plaintiffs shall be solely and legally responsible to pay any and
25 all applicable taxes on this payment. The Parties agree that any amount awarded as the Service
26 Payment to Plaintiffs less than the requested amount shall not be a basis for Class Counsel to
27 void this Settlement Agreement. Should the Court approve a lesser amount for the Service
28 Payment, the difference shall be added to the Net Settlement Amount to be distributed to the

1 Participating Class Members.

2 (f) Attorneys' Fees and Costs Award: Defendant agrees to not oppose a
3 request by Class Counsel to the Court for an award of attorneys' fees of one-third of the Gross
4 Settlement Amount, plus reasonable litigation costs not to exceed \$25,000 ("Attorney's Fees and
5 Cost Award"). Defendant agrees not to oppose any contention by Class Counsel that attorneys'
6 fees should be based on the common fund theory. The Attorneys' Fee and Cost Award shall be
7 paid from the Gross Settlement Amount, and, except for this award, Defendant shall have no
8 further obligation to pay any attorneys' fees, costs, or expenses to Class Counsel. Should the
9 Court approve a lesser amount than what is sought by Class Counsel, the difference shall be
10 added to the Net Settlement Amount to be distributed to the Participating Class Members. Any
11 Court order awarding less than the amount sought by Class Counsel shall not be grounds to
12 rescind the Gross Settlement Agreement or otherwise void the Settlement. The Settlement
13 Administrator shall issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys'
14 fees and costs awarded by the Court.

15 (g) Settlement Administration Costs: The fees and other charges of the
16 Settlement Administrator will be paid from the Gross Settlement Amount, not to exceed \$7,000,
17 unless (1) the Escalator Clause is triggered (whereby any reasonable increase in Settlement
18 Administration Costs shall be paid from the increased Gross Settlement Amount, subject to
19 Court approval), or (2) as otherwise approved by all Parties and the Court.

20 (h) PAGA Penalties: The Parties agree that \$20,000 is allocated to PAGA
21 Penalties, and is to be paid from the Gross Settlement Amount, subject to Court approval. Of
22 this amount, \$15,000 (75%) shall be paid to the LWDA in satisfaction of civil penalties under
23 PAGA and \$5,000 (25%) will form the Individual PAGA Payments to the Aggrieved
24 Employees, which shall be calculated and allocated pro-rata on a Workweek basis, which will be
25 treated as civil penalties and shall be reported as required on an IRS Form 1099. Class Counsel
26 shall give proper notice to the LWDA of the Settlement.

27 (i) Tax Liability: Class Counsel and Defendant make no representations as to
28 the tax treatment or legal effect of settlement amounts called for hereunder, and Plaintiffs and the

1 Class Members are not relying on any statement or representation by Class Counsel or Defendant
2 in this regard. Plaintiffs, Participating Class Members, and Aggrieved Employees understand
3 and agree that they will be solely responsible for the payment of any taxes and penalties assessed
4 on their respective Individual Class Payments and Individual PAGA Payments, described herein.
5 Forms 1099 will be distributed in the manner required by the Internal Revenue Code of 1986 (the
6 “Code”) and consistent with this Agreement. Plaintiffs, Participating Class Members, and
7 Aggrieved Employees understand and agree that they will be solely responsible for the payment
8 of any taxes and penalties assessed on their respective payments described herein.

9 (j) CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS
10 AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY”
11 AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING
12 PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO
13 PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR
14 DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND
15 OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
16 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
17 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
18 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
19 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS
20 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
21 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO
22 THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY
23 OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT
24 ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
25 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY
26 THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
27 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
28 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR

ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

(k) "Non-Reversionary" Settlement. This is a "non-reversionary" settlement. Under no circumstances will any portion of the Gross Settlement Amount revert to Defendant. Participating Class Members and Aggrieved Employees will not have to make a claim to receive an Individual Class Payment or Individual PAGA Payment. Distributions, in the form of Individual Class Payment or Individual PAGA Payments will be made directly to each Participating Class Member and Aggrieved Employee. The Settlement Administrator shall be responsible for accurately and timely reporting and remittance obligations with respect to unclaimed funds as a result of a Participating Class Member and/or Aggrieved Employee not cashing any checks delivered pursuant to the Settlement by the check cashing deadline, as set forth herein.

(l) Class Counsel and Plaintiffs believe that the Settlement is fair and reasonable and will so represent same to the Court.

D. Release by the Participating Class Members

48. Upon entry of the Final Approval Order and Defendant's funding of the Gross Settlement Amount, and except as to such rights or claims as may be created by this Agreement, Plaintiffs and the Participating Class Members will forever completely release and discharge the Released Parties from the Released Class Claims for the Class Period.

49. Each Participating Class Member will be deemed to have made the foregoing release of the Released Class Claims as if by manually signing it.

50. Class Representatives, on behalf of themselves and the Class, acknowledge and agree that the claims for unpaid wages and untimely payment of wages in the Action are disputed, and that the payments set forth herein constitute payment of all sums allegedly due to them. Class Representatives, on behalf of themselves and the Class, acknowledge and agree that California Labor Code Section 206.5 is not applicable to the Parties or Settlement. Labor Code §

206.5 provides in pertinent part as follows: “An employer shall not require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.”

E. Release of PAGA Claims

51. Upon entry of the Final Approval Order and Defendant’s funding of the Gross Settlement Amount, Plaintiffs – in their individual capacity and on behalf of the State of California and LWDA – shall completely release and discharge the Released Parties from the Released PAGA Claims for the PAGA Period.

52. Regardless of submitting a valid Request for Exclusion, neither Plaintiffs nor any Aggrieved Employee shall have the right to opt-out or otherwise exclude themselves from releasing the Released PAGA Claims.

53. It is the intent of the Parties that the Final Approval Order shall have full equitable and collateral estoppel and res judicata effect to the fullest extent permitted by law.

F. Release by Plaintiffs and Class Representatives

54. With the exception of Valeria Ramirez’s individual claims for discrimination and wrongful termination (“Ramirez Individual Claims”) which are specifically excluded from release herein and the subject of a separate settlement and release agreement, Class Representatives do hereby, for themselves and their spouses, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and assigns forever and completely release and discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including back wages, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys’ fees, and costs) of any nature whatsoever, from the beginning of time through the execution of this Agreement, whether known or unknown, suspected or unsuspected, including but not limited to all claims arising out of, based upon, or relating to Class Representative’s employment with Defendant or the remuneration for or termination of such employment (the “Class Representatives’ Claims”). The release of Class

Representatives' Claims expressly excludes the separate individual settlement agreement between Plaintiff Valeria Ramirez and Defendant.

55. Without limiting the generality of the foregoing and subject to the exception of the Ramirez Individual Claims as noted above, this general release by Plaintiffs includes all federal, state and local statutory claims, federal and state common law claims (including but not limited to those for contract, tort and equity), including without limitation any claims for breach of any implied or express contract or covenant; claims for promissory estoppel; claims of entitlement to any pay; claims of wrongful denial of insurance and employee benefits (except workers' compensation benefits); claims for failure to hire, public policy violations, defamation, invasion of privacy, fraud, misrepresentation, emotional distress, assault/battery, or other common law or tort matters; claims of harassment, retaliation or discrimination based on age, race, color, religion, sex, national origin, ancestry, physical or mental disability, protected activity, medical condition, marital status, sexual preference, union activity, or veteran status; claims under the Americans with Disabilities Act, Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964 (as amended), the Civil Rights Act of 1991; 42 USC sec. 1981, 42 USC sec. 1983, the Older Workers Benefit Protection Act, the Family and Medical Leave Act; claims for unfair competition; claims based on legal restrictions on Defendant's right to terminate, not to hire or promote employees, or to change an employee's compensation; and claims based on any federal, state or other governmental statute, regulation or ordinance, all statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, or any other claims arising under the Fair Labor Standards Act, the Employment Retirement Security Income Act of 1974, the California Constitution, the California Fair Employment and Housing Act, the California Unfair Competition Act (California Business and Professions Code section 17200 et seq.), the California Labor Code, or Industrial Welfare Commission Wage Orders, or arising out of or based upon the following categories of allegations regardless of the forum in which they may be brought, to the fullest extent such claims are releasable by law: (i) all claims for minimum wages; (ii) all claims for overtime

1 wages; (iii) all claims for meal break violations; (iv) all claims for rest period violations; (v)
2 failure to reimburse business expenses; (vi) all claims for the failure to timely pay wages upon
3 termination; (vii) all claims for the failure to timely pay wages during employment; (viii) all
4 claims for wage statement violations, (ix) unfair and unlawful competition; and (x) all other
5 penalties recoverable for such claims under PAGA.

6 56. Plaintiffs agree that there is a risk that any injury that they may have suffered by
7 reason of the Released Parties' relationship with them might not now be known, and there is a
8 further risk that said injuries, whether known or unknown at the date of this Settlement
9 Agreement, might possibly become progressively worse, and that as a result thereof further
10 damages may be sustained. Nevertheless, except for the Ramirez Individual Claims, Plaintiffs
11 agree to forever and fully release and discharge the Released Parties, and understand that by the
12 execution of this Settlement Agreement no further claims for any such injuries that existed at the
13 time of the execution of this Settlement Agreement may ever be asserted by Plaintiffs with
14 respect to claims arising in the time period from the beginning of time to the execution of this
15 Settlement Agreement.

16 57. With the express exception of the Ramirez Individual Claims, Plaintiffs expressly
17 waive and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the
18 State of California and do so understanding and acknowledging the significance of the waiver of
19 Section 1542. Section 1542 of the Civil Code of the State of California states:

20 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
21 THAT THE CREDITOR OR RELEASING PARTY DOES NOT
22 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
23 THE TIME OF EXECUTING THE RELEASE AND THAT, IF
24 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
25 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
26 OR RELEASED PARTY.

27 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a
28 full and complete release and discharge of all parties, Plaintiffs expressly acknowledge that this
Settlement Agreement is intended to include in its effect, without limitation, all claims that
Plaintiffs knew of, as well as all claims that they do not know or suspect to exist in their favor

1 against the Released Parties, or any of them, for the time period from the beginning of time to the
2 execution of this Settlement Agreement, and that this Settlement Agreement contemplates the
3 extinguishment of any such Plaintiffs' claims. Notwithstanding the above, the general release by
4 Plaintiffs shall not extend to claims for workers' compensation benefits, claims for
5 unemployment benefits, or other claims that may not be released by law.

6 **G. Interim Stay of Proceedings**

7 58. Pending completion of all prerequisites necessary to effectuate this Settlement,
8 the Parties agree, subject to Court approval, to a stay of all proceedings in the Action except such
9 as are necessary to effectuate the Settlement.

10 **H. Notice Process**

11 59. Appointment of Settlement Administrator. The Parties have agreed to the
12 appointment of the Settlement Administrator to perform the duties of a settlement administrator,
13 including mailing the Notice Packet, using standard devices to obtain forwarding addresses,
14 independently reviewing and verifying documentation associated with any claims or opt-out
15 requests, resolving any disputes regarding the calculation or application of the formula for
16 determining the Individual Class Payments and Individual PAGA Payments, drafting and
17 mailing the settlement checks to Participating Class Members and Aggrieved Employees, issuing
18 all necessary tax forms, and performing such other tasks as set forth herein or as the Parties
19 mutually agree or that the Court orders.

20 60. Disputes Regarding Settlement Administration. Any and all disputes relating to
21 administration of the Settlement by the Settlement Administrator (except for disputes regarding
22 Class Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction
23 over the terms and conditions of this Agreement, until Plaintiffs and Defendant notify the Court
24 that all payments and obligations contemplated by this Agreement have been fully carried out.
25 Prior to presenting any issue to the Court, counsel for the Parties will confer in good faith to
26 resolve the dispute without the necessity of Court intervention. The Settlement Administrator
27 shall also be responsible for issuing to Plaintiffs, Participating Class Members, and Aggrieved
28 Employees, and Class Counsel any tax forms as may be required by law for all amounts paid

1 pursuant to this Agreement.

2 61. Class Data. Within fourteen (14) calendar days after entry of the Preliminary
3 Approval Order, Defendant shall provide the Class Data to the Settlement Administrator. The
4 Settlement Administrator will run a check of the Class Members' addresses against those on file
5 with the U.S. Postal Service's "National Change of Address List". The Class Data provided to
6 the Settlement Administrator will remain confidential and will not be used or disclosed to
7 anyone, except as required by applicable tax authorities, pursuant to Defendant's express written
8 consent, or by order of the Court. Although Class Counsel will not be provided with the list of
9 Class Data, nothing herein shall prevent Class Counsel from communicating with Class
10 Members regarding the Action and Settlement.

11 62. Total Class Members. At least five (5) calendar days prior to mailing the Notice
12 Packet, the Settlement Administrator shall provide a spreadsheet to Class Counsel and Defense
13 Counsel containing a preliminary calculation of all payments to be paid from the Gross
14 Settlement Amount and the Net Settlement Amount, including the estimated Individual Class
15 Payments to each Class Member and Individual PAGA Payments to each Aggrieved Employee
16 (a person's name shall be redacted and a control number used in place of the name). In the event
17 that the total number of Class Members triggers the Escalator Clause, the Settlement
18 Administrator shall notify the Parties of the increased Gross Settlement Amount, and shall
19 modify the Notice (where needed) to reflect the increased Gross Settlement Amount and Net
20 Settlement Amount and related increased payments from the Gross Settlement Amount and Net
21 Settlement Amount, including increased Attorneys' Fees and Costs and any increased Settlement
22 Administration Costs, all of which shall be subject to Court approval.

23 63. Notice Packet. The Notice Packet, as approved by the Court, shall be sent by the
24 Settlement Administrator to the Class Members, by first class mail, in English and Spanish,
25 within ten (10) calendar days following the Settlement Administrator's receipt of the Class Data.
26 For all Class Members, the Notice Packet will include the Notice, a Request for Exclusion Form,
27 an Objection Form, and a Dispute Form. The Settlement Administrator shall use standard
28 devices, including a skip trace, to obtain forwarding addresses of Class Members if any

1 envelopes are returned.

2 64. Returned Notice Packets. The Settlement Administrator will take steps to ensure
3 that the Notice Packet is received by all Class Members, including utilization of the “National
4 Change of Address Database” maintained by the United States Postal Service to review the
5 accuracy of and, if possible, update a mailing address. Notices will be re-mailed to any Class
6 Member for whom an updated address is located within ten (10) calendar days following both
7 the Settlement Administrator learning of the failed mailing and its receipt of the updated address.
8 The Notice Packet shall be identical to the original Notice Packet, except that it shall notify the
9 Class Member that the exclusion (opt-out) request or objection must be returned by the later of
10 the Response Deadline or fifteen (15) calendar days after the remailing of the Notice Packet.

11 65. Presumption Regarding Receipt of Notice Packet. It will be conclusively
12 presumed that if an envelope has not been returned to Settlement Administrator by the Response
13 Deadline that the Class Member received the Notice Packet.

14 66. Disputes Regarding Class Data. Class Members are deemed to participate in the
15 Settlement unless they opt-out, and Aggrieved Employees may not opt out of the Released
16 PAGA Claims. The Notice will inform Class Members of his/her estimated Individual Class
17 Payment and Individual PAGA Payment, as well as the number of Weeks Worked during the
18 Class Period and the PAGA Period. Class Members may dispute their Weeks Worked by timely
19 submitting evidence to the Settlement Administrator. Defendant’s records will be presumed
20 determinative absent reliable evidence to rebut Defendant’s records, but the Settlement
21 Administrator will evaluate the evidence submitted by the Class Member and provide the
22 evidence submitted to Class Counsel and Defense Counsel who agree to meet and confer in good
23 faith about the evidence to determine the Class Member’s actual number of Workweeks, and
24 estimated Individual Class Payment and Individual PAGA Payment. If Class Counsel and
25 Defense Counsel are unable to agree, they agree to submit the dispute to the Court to render a
26 final decision. Class Members and Aggrieved Employees will have until the Response Deadline
27 to dispute Weeks Worked, object or opt out, unless extended by the Court.

1 67. Declaration of Due Diligence. The Settlement Administrator shall provide
2 counsel for the Parties, at least five (5) days after the initial Response Deadline, a declaration of
3 due diligence and proof of mailing with regard to the mailing of the Notice Packet.

4 68. Class Members' Rights. Each Class Member will be fully advised of the
5 Settlement, the ability to object to the Class Settlement, and the ability to opt-out or request
6 exclusion from the Class portion of the Settlement. The Notice Packet will inform the Class
7 Members of the Court-established deadlines for filing objections or requesting exclusion from
8 the Settlement in accordance with the following guidelines:

9 (a) Requests for Exclusion from Class. Any Class Member, other than
10 Plaintiffs, may request to be excluded from the Class by completing the Request for Exclusion
11 Form provided within the Notice Packet. The Request for Exclusion Form must be mailed to the
12 Settlement Administrator and postmarked on or before the Response Deadline in order to be
13 timely, unless the Parties otherwise agree in writing. Any such request must be made in
14 accordance with the terms set forth in the Notice Packet. The Settlement Administrator shall
15 attach each Request for Exclusion to its declaration of due diligence and file with the Court prior
16 to the Final Approval Hearing. Any Class Member who timely requests exclusion in compliance
17 with these requirements: (i) will not have any rights under the Class portion of this Agreement,
18 including the right to object, appeal or comment on the Class Settlement; (ii) will not be entitled
19 to receive any payments under the Class portion of this Agreement; and (iii) will not be bound by
20 the Class portion of this Agreement, or the judgment. Any Class Member who is an Aggrieved
21 Employee who requests timely exclusion will still be subject to the Released PAGA Claims to
22 the fullest extent permitted by law and receive an Individual PAGA Payment. All Parties and
23 their counsel, including Defendant and their agents and employees, shall not encourage or solicit
24 opt-outs or objections, directly or indirectly, through any means.

25 (b) Binding Effect on Participating Class Members. All Participating Class
26 Members will: (i) be bound by the terms and conditions of this Agreement, the judgment, and the
27 releases set forth herein; and (ii) except as otherwise provided herein, will be deemed to have
28 waived all objections and oppositions to the fairness, reasonableness, and adequacy of the

1 Settlement.

2 (c) Objections to Settlement. Any Class Member, other than Plaintiffs, who
3 does not submit a valid and timely Request for Exclusion may object to the Class terms of this
4 Agreement by completing the Objection Form provided within the Notice Packet. Any Class
5 Member that intends to object must mail the Objection Form to the Settlement Administrator.
6 The Objection Form must be postmarked on or before the Response Deadline in order to be
7 timely, unless the Parties otherwise agree in writing. Additionally, any objection must be made
8 in accordance with the terms set forth in the Notice Packet. The Settlement Administrator shall
9 provide any objections, regardless of manner, to Class Counsel and Defense Counsel within
10 three (3) days of receipt, and the Settlement Administrator shall attach the same to its declaration
11 of due diligence and file with the Court prior to the Final Approval Hearing. Any Participating
12 Class Member who submits an Objection Form remains eligible to receive monetary
13 compensation from the Settlement. Plaintiffs and Defendant shall not be responsible for any
14 fees, costs, or expenses incurred by any Class Member and/or his or her counsel related to any
15 objections to the Settlement. Submitting an Objection Form does not preserve the right to appeal
16 a final judgment. Rather, the right to appeal is preserved by becoming a party of record by
17 timely and properly intervening or filing a motion to vacate the judgment under Code of Civil
18 Procedure § 663.

19 (d) Failure to Object. Any Class Member who does not timely and properly
20 become a party of record by intervening or filing a motion to vacate the judgment waives any
21 and all rights to appeal from the judgment, including all rights to any post-judgment proceeding
22 and appellate proceeding, such as a motion to vacate judgment, motion for new trial, a motion
23 under California Code of Civil Procedure § 473, and extraordinary writs.

24 (e) Responses to Objections. Class Counsel and Defense Counsel Parties may
25 file a response to any objections submitted by objecting Class Members at least five (5) court
26 days before the date of the Final Approval Hearing.

27 (f) Class Members will have until the Response Deadline to object or submit
28 a Request for Exclusion to the Settlement Administrator by U.S. Mail. The Settlement

1 Administrator shall disclose jointly to Class Counsel and Defense Counsel what objections or
2 Requests for Exclusion were timely submitted on a weekly basis, and upon the request of Class
3 Counsel or Defense Counsel.

4 69. Funding of the Settlement Amount. Defendant shall deposit the Gross Settlement
5 Amount with the Settlement Administrator within fifteen (15) calendar days after the Effective
6 Date.

7 70. Distribution of Funds. No later than ten (10) calendar days after the deposit of the
8 Gross Settlement Amount by Defendant, the Settlement Administrator shall mail the Individual
9 Class Payments to the Participating Class Members, the Individual PAGA Payments to the
10 Aggrieved Employees, the payment to Class Counsel for the Attorneys' Fees and Costs Award,
11 any Service Payment to the Class Representatives, the payment to the LWDA for PAGA
12 Penalties, mail to the Aggrieved Employees their portion of the PAGA Penalties, and will pay
13 itself the Settlement Administration Costs.

14 71. Deadline for Cashing Settlement Checks. Participating Class Members and
15 Aggrieved Employees shall have 180 calendar days after mailing by the Settlement
16 Administrator to cash their settlement checks. The release will be binding upon all Participating
17 Class Members who do not cash their checks within the 180-day period. In the event that any
18 settlement check is returned to the Settlement Administrator within 180 days of mailing, the
19 Settlement Administrator will, within five (5) business days of receipt of the returned settlement
20 check, perform a skip trace to locate the individual, and notify Defense Counsel and Class
21 Counsel of the results. If a new address is located by these means, the Administrator will have
22 ten (10) business days to re-issue the check. Neither Defendant, Defense Counsel, Class
23 Counsel, Plaintiffs, nor the Settlement Administrator will have any liability for lost or stolen
24 settlement checks, forged signatures on settlement checks, or unauthorized negotiation of
25 settlement checks. Without limiting the foregoing, in the event a Participating Class Member
26 and/or Aggrieved Employee notifies the Settlement Administrator that he or she believes that a
27 settlement check has been lost or stolen, the Settlement Administrator shall immediately stop
28 payment on such check. If the check in question has not been negotiated prior to the stop

1 payment order, the Settlement Administrator will issue a replacement check.

2 a. If any Participating Class Member's check is not cashed within the time
3 periods noted above, the check will be void and a stop-payment will be issued, and the
4 Settlement Administrator shall issue the unclaimed funds to the California State Controller's
5 Office in the name of the Class Member.

6 b. If any Aggrieved Employee's check is not cashed within the time periods
7 noted above, the check will be void and a stop-payment will be issued, and the Settlement
8 Administrator shall issue the unclaimed funds to the California State Controller's Office in the
9 name of the Aggrieved Employee.

10 **I. Duties of the Parties Prior to the Court's Approval**

11 72. Promptly after execution of this Agreement, Plaintiffs will move the Court for
12 preliminary approval of this Settlement and entry of the "Preliminary Approval Order"
13 accomplishing the following:

14 (a) Scheduling the "Final Approval Hearing" on the issue of whether this
15 Settlement should be finally approved as fair, reasonable and adequate as to the Class Members
16 and a hearing on fees, costs and the Service Payments;

17 (b) Approving as to form and content the proposed Notice Packet;

18 (c) Directing the mailing of the Notice Packet by first class mail to the Class
19 Members;

20 (d) Preliminarily approving this Settlement; and

21 (e) Advising the LWDA of the proposed Settlement.

22 **J. Duties of the Parties Following Court's Final Approval**

23 73. In connection with the Final Approval Hearing provided for in this Agreement,
24 Class Counsel shall submit a proposed "Final Approval Order":

25 (a) Approving the Settlement, adjudging the terms thereof to be fair,
26 reasonable and adequate, and directing consummation of its terms and provisions;

27 (b) Approving Class Counsel's application for an Attorneys' Fees and Costs
28 Award, the Service Payments to the Class Representatives, and payment of Settlement

Administration Costs to the Settlement Administrator for costs of administering the settlement;
and

(c) Entering judgment approving Settlement.

K. Voiding the Agreement

74. If the Court fails or refuses to issue the Final Approval Order or fails to approve any material condition of this Agreement which effects a fundamental change of the Settlement, the entire Agreement shall be rendered voidable and unenforceable as to all Parties herein at the option of either Party.

75. If the Settlement is voided or fails for any reason, Plaintiffs and Defendant will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Settlement.

76. If the Settlement is voided or fails for any reason, any costs incurred by the Settlement Administrator shall be borne equally by Defendant and Plaintiffs, unless otherwise specified in this Agreement.

L. Other Terms

77. Waiver. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

78. Parties' Authority. The signatories hereto represent that they are fully authorized to enter into this Agreement and bind the Parties hereto to the terms and conditions hereof.

79. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as practicable after execution of this Agreement, Class Counsel shall, with the assistance and cooperation of Defendant and Defense Counsel, take all necessary steps to secure the Court's

1 preliminary and final approval of the Settlement, and the final entry of judgment.

2 80. No Prior Assignments. The Parties hereto represent, covenant, and warrant that
3 they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign,
4 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,
5 cause of action or rights released and discharged by this Agreement.

6 81. No Admission. Defendant denies any and all liability to Plaintiffs and/or any
7 Class Member and/or Aggrieved Employee in this Action, as to any and all causes of action that
8 were asserted or that might have been asserted in this Action. Nonetheless, Defendant wishes to
9 settle and compromise the matters at issue in the Complaint to avoid further substantial expense
10 and the inconvenience and distraction of protracted and burdensome litigation. Defendant has
11 taken into account the uncertainty and risks inherent in litigation, and without conceding any
12 infirmity in the defenses that they have asserted or could assert against Plaintiff, have determined
13 that it is desirable and beneficial that the Action's claims be settled in the manner and upon the
14 terms and conditions set forth in this Agreement.

15 82. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval
16 Order, nothing contained herein, nor the consummation of this Agreement, is to be construed or
17 deemed an admission of liability, culpability, negligence, or wrongdoing on the part of
18 Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this
19 Agreement with the intention of avoiding further disputes and litigation with the attendant
20 inconvenience and expenses. This Agreement is a settlement document, and it, along with all
21 related documents such as the notices, and motions for preliminary and final approval, shall,
22 pursuant to California Evidence Code § 1152 and/or Federal Rule of Evidence 408, be
23 inadmissible in evidence in any proceeding, except an action or proceeding to approve the
24 settlement, and/or interpret or enforce this Agreement. The stipulation for class certification as
25 part of this Agreement is for settlement purposes only and if, for any reason the settlement is not
26 approved, the stipulation will be of no force or effect.

27 83. No Publicity. The Parties will not publicize the Settlement or disclose it to third
28 parties prior to the Court granting preliminary approval, except as required or necessary to

1 effectuate its terms and comply with law. After the Final Approval Order, Class Counsel and
2 Class Representatives agree that they will not discuss the Settlement with the media, any
3 settlement and verdict reporting service, any social media postings or other Internet postings.
4 Nothing herein shall be construed to prevent Class Counsel from the public filing of motions or
5 other case materials in the Action related to seeking and obtaining Court approval of this
6 Settlement and the related awards of attorneys' fees and costs, or to communications with Class
7 Members or their representatives about this Settlement, including through the posting of Court-
8 filed documents on Class Counsel's websites for access solely by the Class Members, or to
9 prevent the Parties or their representatives from communicating with financial or legal advisors
10 regarding the Settlement. In response to any media inquiry, Class Counsel may state only that
11 the Action has been settled on terms mutually agreeable to the Parties.

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

16 *To the Class:*

17 Brian J. Mankin
18 *brian@lmlfirm.com*
19 Misty M. Lauby
20 *misty@lmlfirm.com*
21 Lauby, Mankin & Lauby LLP
22 5198 Arlington Ave, PMB 513
23 Riverside, CA 92504
24 Tel: (951) 320-1444 | Fax: (951) 320-1445

25 *To Defendant:*

26 Kathleen Carter
27 *kcarter@messner.com*
28 Jeffrey R. Gillette
jgillette@messner.com
Messner Reeves, LLP
611 Anton Boulevard, Suite 450
Costa Mesa, California 92626
Tel: (949) 612-9128 / Fax: (310) 889-0896

1 85. Construction. The Parties hereto agree that the terms and conditions of this
2 Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and
3 that this Agreement shall not be construed in favor of or against any Party by reason of the extent
4 to which any Party or his or its counsel participated in the drafting of this Agreement. Plaintiffs
5 and Defendant expressly waive the common-law and statutory rule of construction that
6 ambiguities should be construed against the drafter of an agreement and further agree, covenant,
7 and represent that the language in all parts of this Agreement shall be in all cases construed as a
8 whole, according to its fair meaning.

9 86. Captions and Interpretations. Paragraph titles or captions contained herein are
10 inserted as a matter of convenience and for reference, and in no way define, limit, extend, or
11 describe the scope of this Agreement or any provision hereof. Each term of this Agreement is
12 contractual and not merely a recital.

13 87. Modification. This Agreement may not be changed, altered, or modified, except
14 in writing and signed by the Parties hereto, and approved by the Court. This Settlement
15 Agreement may not be discharged except by performance in accordance with its terms or by a
16 writing signed by all of the Parties hereto.

17 88. Dispute Resolution. Prior to instituting legal action to enforce the provisions of
18 this Agreement or to declare rights and/or obligations under this Agreement, a Party shall
19 provide written notice to the other Party and allow an opportunity to cure the alleged
20 deficiencies, and Plaintiffs and Defendant may agree to seek the help of the mediator, Steven
21 Rottman, to resolve any dispute they are unable to resolve informally. During this period, the
22 Parties shall bear their own attorneys' fees and costs. This provision shall not apply to any legal
23 action or other proceeding instituted by any person or entity other than Plaintiffs or Defendant.

24 89. Choice of Law. This Settlement Agreement shall be governed by and construed,
25 enforced and administered in accordance with the laws of the State of California, without regard
26 to its conflicts-of-law rules.

27 90. Integration Clause. This Settlement Agreement contains the entire agreement
28 between the Parties relating to the settlement and transaction contemplated hereby, and all prior

1 or contemporaneous agreements, understandings, representations, and statements, whether oral
2 or written and whether by a Party or such Party's legal counsel, are merged herein. No rights
3 hereunder may be waived except in writing.

4 91. Binding On Assigns. This Agreement shall be binding upon and inure to the
5 benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
6 successors and assigns.

7 92. Signatures of All Class Members Unnecessary to be Binding. It is agreed that,
8 because the members of the Class are numerous, it is impossible or impractical to have each
9 Class Member execute this Agreement. The Notice Packet will advise all Class Members of the
10 binding nature of the release provided herein. The Agreement shall have the same force and
11 effect as if this Agreement were executed by each Class Member.

12 93. Counterparts. This Agreement may be executed in counterparts, and when each
13 Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an
14 original, and, when taken together with other signed counterparts, shall constitute one fully
15 signed Agreement, which shall be binding upon and effective as to all Parties. Electronic
16 signatures shall have the same force and effect as an original.

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

21 95. Severability. In the event that one or more of the provisions contained in this
22 Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such
23 invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense
24 Counsel and Class Counsel, on behalf of the Parties, the Class, and the Aggrieved Employees,
25 mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had
26 never been included in this Agreement.

27 Dated: Feb 20, 2025

PLAINTIFF AND CLASS REPRESENTATIVE

28 
Valeria Ramirez (Feb 20, 2025 17:53 PST)

Valeria Ramirez

1 Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

2
3 _____
Erika Sigala

4 Dated: _____

DEFENDANT INLAND SOUTHERN CALIFORNIA 211

6
7 _____
By:

8 _____
Title:

9
10
11 **APPROVED AS TO FORM:**

12 Dated: February 21, 2025

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP

14
15 

16 _____
Brian J. Mankin, Esq.
Misty M. Lauby, Esq.
Attorneys for Plaintiff

17
18 Dated: _____

DEFENSE COUNSEL:
MESSNER REEVES, LLP

20
21 _____
Kathleen Carter, Esq.
Jeffrey R. Gillette, Esq.
Attorneys for Defendant

1 Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

2
3 Erika Sigala

4 Dated: 2/12/25

DEFENDANT INLAND SOUTHERN CALIFORNIA 211

5
6 Kimberly Stans

7 By: Kimberly Stans

8 Title: President CEO

9
10
11 **APPROVED AS TO FORM:**

12 Dated: _____

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP

13
14
15
16 Brian J. Mankin, Esq.
17 Misty M. Lauby, Esq.
Attorneys for Plaintiff

18 Dated: 2/20/2025

DEFENSE COUNSEL:
MESSNER REEVES, LLP

19
20
21 Jeffrey R. Gillette

22 Kathleen Carter, Esq.
23 Jeffrey R. Gillette, Esq.
Attorneys for Defendant

EXHIBIT “B”

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT

Ramirez, et al. v. Inland Southern California 211
(Riverside Superior Court, Case No. CVRI2305899)

The Riverside Superior Court 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 a class action lawsuit (“Action”) filed by Plaintiffs Valeria Ramirez and Erika Sigala (“Plaintiffs”) against Defendant Inland Southern California 211 (“Defendant”) for alleged violations of the California Labor Code. In the Action, Plaintiff pursues claims against Defendant and seeks payment of:

- (1) Unpaid wages, statutory damages and penalties, interest, and attorneys’ fees on behalf of the “Class Members” who are defined as “all current and former nonexempt (hourly paid) employees employed by Defendant in California during the Class Period of November 2, 2019 through, October 28, 2024.
- (2) Penalties under the California Private Attorneys General Act of 2004 (“PAGA”) for the “Aggrieved Employees” who are defined as “all current and former nonexempt (hourly paid) employees employed by Defendant in California during the PAGA Period of November 2, 2022 through, October 28, 2024.” PAGA is a California law that allows employees to bring claims for civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and all Aggrieved Employees for alleged violations of the Labor Code, and any payment for PAGA penalties shall be paid 75% to the LWDA and 25% to all Aggrieved Employees as civil penalties (rather than wages).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the LWDA. Based on Defendant’s records, and the Parties’ current assumptions, your estimated Individual Class and PAGA Payments are shown in the charts below, along with the applicable data points from which these estimates are derived.

[CLASS MEMBER NAME] [ID/CONTROL NUMBER]

	Weeks Worked	Your Estimated Share
Class Member	INSERT (During Class Period)	\$INSERT (Individual Class Payment)
Aggrieved Employee	INSERT (During PAGA Period)	\$INSERT (Individual PAGA Payment)

Please note that the actual amount you receive may be different from the above and will depend on several factors. (If no amount is stated for your Individual PAGA Payment then, according to Defendant’s records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.) Also, while the range of recovery will differ for Class Members, it is estimated that the average payment will be **\$XXXX**, the high payment will be **\$XXXX**, and the low payment will be **\$XXXX**. If you believe that you worked more weeks during the periods discussed above, you can submit a challenge by **DATE**, 2025 (“**Response Deadline**”). 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 Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have a few options as shown in

the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you want to receive your full settlement payment, then no further action is required on your part. You will be a “Participating Class Member” (<i>i.e.</i> , a Class Member that did not request exclusion from the Settlement) and will automatically receive a settlement payment if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in Section 3 .
EXCLUDE YOURSELF	If you do not wish to participate in the settlement of the Class Claims, you may “opt-out” of the settlement of the Class Claims. If you choose to opt-out, you must submit a Request for Exclusion Form by [REDACTED], 2025 (see Section 6 for more details on how to opt-out). If you opt-out, you will no longer be a Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims. See Section 6 of this Notice.
OBJECT	If you decide to object to the settlement with respect to the Class Claims because you find it unfair or unreasonable, you must submit an Objection Form stating why you object to the settlement by [REDACTED], 2025 (see Section 7 for more details on how to object).
DISPUTE THE NUMBER OF WEEKS WORKED	If you believe the number of workweeks that you were credited with working in the chart above is incorrect, you may submit the enclosed Dispute Form with any supporting evidence to INSERT ADMIN NAME (the “Settlement Administrator”), a third party that is responsible for sending this Notice) (see Section 4 for more details on how to submit a Dispute Form). Defendant’s records will be presumed correct, but you may provide evidence to the Settlement Administrator showing how many Work Weeks you believe you should be credited.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT’S NOT REQUIRED	
DATE: DATE , 2025 TIME: 8:30 A.M.	At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. 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. See Section 8 of this Notice.

1. WHAT IS THE ACTION ABOUT?

In the Action, Plaintiffs allege that Defendant violated California labor laws, including the alleged failure to pay proper minimum and overtime wages, failure to provide proper meal and rest breaks, failure to reimburse business expenses, failure to timely pay wages each period and upon separation of employment, and failure to provide accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the PAGA.

Defendant strongly denies violating any laws or failing to pay any wages. Defendant further contends that it complied with all applicable laws.

Both Parties are represented by attorneys in the Action. See Section 9 below for their contact information.

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

Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating 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”), Plaintiffs and Defendant 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, Defendant does 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) Defendant 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. So far, the Court has made no determination whether Defendant or Plaintiffs is correct on the merits, and has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at final hearing. The Court preliminarily approved the proposed Settlement, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendant Will Pay \$217,500 as the “Settlement Amount.” Defendant has agreed to pay a total Settlement Amount of \$217,500, and will deposit the Settlement Amount into an account controlled by Settlement Administrator. The Settlement Administrator will use the Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s Costs, and PAGA Penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendant will fund the Settlement Amount approximately 15 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if 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 Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to one-third of the Settlement Amount (\$72,500) to Class Counsel for attorneys' fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$7,500 each to the Class Representatives as a Service Payment for litigating the Action, working with Class Counsel and representing the Class.

C. \$7,000 to the Settlement Administrator for services administering the Settlement.

D. Up to \$20,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their share of Weeks Worked during the PAGA Period.

E. 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 remainder (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on the allocation described in Section 4.

4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve a tax allocation with (20%) as wages subject to withholding of all applicable local, state and federal taxes, and eighty percent (80%) for interest and statutory penalties (pursuant to, *e.g.*, California Labor Code sections 203, 210, 226) from which no

taxes will be withheld.

Although Plaintiffs and Defendant have agreed to this method of allocation, 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 be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement, not later than the Response Deadline. See Section 6 of this Notice for details on how to Opt-Out.

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 Defendant have agreed that, in either case, the Settlement will be void; Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Settlement Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Settlement Administrator will also decide any disputes over Weeks Worked, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Settlement Amount, 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 Defendant for wages based on the facts alleged in the Action for the duration of the Class Period, which are resolved by this Settlement. The Participating Class Members will be bound by the following release:

All Participating Class Members release the Released Parties (which includes Defendant, together with its officers, directors, employees and agents) from all claims stated in the Complaint and those based solely upon the facts in the Complaint, including: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to timely pay final wages, (7) failure to provide accurate itemized wage statements, and (8) unfair and unlawful competition. The operative release period for the Released Class Claims is the Class Period. Participating Class Members, including Plaintiffs, 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. Release of Released PAGA Claims. After the Court's judgment is final, and Defendant has paid the Settlement Amount, Plaintiffs on behalf of themselves, the State of California and the LWDA shall release the Released Parties (which includes Defendant, together with its officers, directors, employees and agents) from all PAGA claims that Plaintiff alleged against the Released Parties, based on the facts stated in the November 2, 2023 PAGA notice letter by Plaintiff Valeria Ramirez to the LWDA and only to the extent that they are alleged in the Complaint, including all PAGA claims seeking civil penalties premised upon: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to

timely pay wages each period, (7) failure to timely pay wages upon separation of employment, (8) failure to provide accurate itemized wage statements, and (9) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq. based on the facts or claims alleged in the LWDA notice letters and Complaint. The time period governing the Released PAGA Claims shall be any time during the PAGA Period.

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

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, i.e., Class Members who do not opt out of the Settlement, during the Class Period, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member during the Class Period. The entire Net Settlement Amount will be disbursed to all Participating Class Members. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionally increase the Individual Class Payment for each Participating Class Member according to the number of Weeks Worked, so that the amount actually distributed to Participating Class Members equals one hundred percent (100%) of the Net Settlement Amount.

2. Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000 by the total number of Weeks Worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of Weeks Worked by each individual Aggrieved Employee during the PAGA Period.

3. Disputing Weeks Worked. The number of weeks you worked during the Class Period and PAGA Period, as recorded in Defendant's records, are stated in the tables on page 1 of this Notice. You have until **DATE** ("Response Deadline") to dispute the number of Workweeks credited to you by mailing the enclosed Dispute Form to the Settlement Administrator. Section 9 of this Notice has the Settlement Administrator's contact information.

You need to support your dispute by sending copies of the applicable documents or other records. The Settlement Administrator will accept Defendant's calculation of Weeks Worked based on Defendant's 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 Settlement Administrator will resolve challenges based on your submission and on input from Class Counsel and Defendant's Counsel. The Settlement 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 and Aggrieved Employees. The Settlement Administrator will send, by U.S. mail, a single check to every Participating Class Member (which includes every Class Member who doesn't opt-out) and Aggrieved Employee. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Aggrieved Employees Only. If you opted out of the Class settlement, but qualify as an Aggrieved Employee, then the Settlement Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee, including those who opt out of the Class Settlement.

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

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

You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement, not later than the Response Deadline. To opt-out, you must complete, sign, and mail the accompanying Request for Exclusion Form to the Settlement Administrator, postmarked on or before the Response Deadline (as a reminder, **the "Response Deadline" is DATE, 2025**). Any person who submits a timely Request for Exclusion from the Class Claims (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Released Class Claims,

and (4) will not be bound by this Settlement, or the Judgment.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Claims remain eligible to receive an Individual PAGA Payment.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Settlement may wish to object. If you wish to object to the proposed Settlement, you or your own attorney must submit a written objection, on the enclosed Objection Form and include any and all evidence and supporting papers. The Objection Form and any accompanying evidence and papers must be sent to the Settlement Administrator at the address listed in Section 9 on the Objection Form, **postmarked** on or before the Response Deadline. If you do not comply with these procedures and the deadline for objections, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. You are still eligible to receive a settlement payment should the settlement become Final even if you object to the settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

8. WHEN IS THE FINAL APPROVAL HEARING?

On **INSERT DATE**, the Court will hold a public hearing in Department 1 of the Superior Court for the State of California, County of Riverside, 4050 Main St, Riverside, CA 92501, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel's applications for attorneys' fees and costs, whether to approve the payments to the LWDA, whether to approve Plaintiff's request for the service award, whether to approve the Settlement Administrator's fees, and whether to approve the Individual Class Payments and Individual PAGA Payments. This hearing may be continued or rescheduled by the Court. Objectors to the proposed settlement will be provided notice in the event that the Final Approval Hearing is continued to a later date. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

If you have questions about this Notice, the enclosed Request for Exclusion Form, Dispute Form, or Objection Form, or the Settlement itself, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you should contact the Administrator for more information or to request that a copy of this Notice and request for Exclusion, Objection, and Dispute Forms be sent to you in the mail. If you wish to communicate directly with Class Counsel, you may contact them at the information below. You may also seek advice and guidance from your own private attorney at your own expense if you so desire.

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Declaration of Brian J. Mankin in Support of Motion for Preliminary Approval of Class Action Settlement filed on **INSERT DATE HERE** and available to be inspected at any time during regular business hours at the Clerk's Office, Superior Court for the State of California, County of Riverside, 4050 Main St, Riverside, CA 92501. You may also review the pleadings, records, and other papers on file in this lawsuit at the Clerk's Office or online at <https://epublic-access.riverside.courts.ca.gov/public-portal/>. To access the case file, click on "Case Number Search," then create a free online account, then type in the case number (CVR12305899) where requested, and click "Search." You may also email Class Counsel and request a copy of the Settlement Agreement.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

The contact information for Class Counsel and the Settlement Administrator are below:

Class Counsel	Settlement Administrator
Brian Mankin, Esq. <i>brian@LMLfirm.com</i> Misty Lauby, Esq. <i>misty@LMLfirm.com</i> Lauby Mankin Lauby LLP 5198 Arlington Ave, PMB 513 Riverside, CA 92504 Tel: (951) 320-1444	Name Mailing Address Telephone Number

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Settlement 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 should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT “C”

REQUEST FOR EXCLUSION FORM

Ramirez, et al. v. Inland Southern California 211
(Riverside Superior Court, Case No. CVRI2305899)

[NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

DO YOU WANT TO PARTICIPATE IN THE CLASS ACTION SETTLEMENT AND RECEIVE A SETTLEMENT CHECK? (check the box that applies)

☐

YES: STOP HERE -- DO NOT RETURN THIS FORM. NO FURTHER ACTION IS NEEDED TO PARTICIPATE IN THE SETTLEMENT.

☐

NO: SIGN, DATE AND RETURN THIS FORM TO EXCLUDE YOURSELF FROM THE SETTLEMENT.

By signing below, I am excluding myself from the Class Action Settlement:

I do NOT want to participate in the class action portion of the Settlement in *Ramirez, et al. v. Inland Southern California 211* (Riverside Superior Court Case No. CVRI2305899). I understand by excluding myself that I will no longer be a Class Member, and I will not receive an Individual Class Payment. I further understand that I cannot opt-out of the PAGA portion of the Settlement, and that if I qualify as an Aggrieved Employee (see first page of the Notice), I will receive an Individual PAGA Payment and give up my rights to pursue the Released PAGA Claims even if I exclude myself from the class action portion of the Settlement.

Signed on _____, 2025

[NAME]

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN [INSERT DEADLINE]:

Settlement Administrator:

Name

Mailing Address

Telephone Number

EXHIBIT “D”

OBJECTION FORM

Ramirez, et al. v. Inland Southern California 211
(Riverside Superior Court, Case No. CVRI2305899)

Please verify and/or complete any missing identifying information:

[NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

DO YOU OBJECT TO THE CLASS ACTION SETTLEMENT? (check the box that applies)

☐

NO: STOP HERE -- DO NOT RETURN THIS FORM

☐

YES: COMPLETE THE REVERSE SIDE AND RETURN THIS FORM

I OBJECT to the class action portion of the Settlement in the case of *Ramirez, et al. v. Inland Southern California 211*. (Riverside Superior Court Case No. CVRI2305899) on the following grounds (if additional space is necessary, please include additional sheets of paper):

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

[NAME]

Name
Mailing Address
Telephone Number

EXHIBIT “E”

DISPUTE FORM

Ramirez, et al. v. Inland Southern California 211
(Riverside Superior Court, Case No. CVRI2305899)

Please verify and/or complete any missing identifying information:

[NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

The following charts are based on the records of Defendant Inland Southern California 211 (“Defendant”) and reflect the number of weeks that you performed work for Defendant during the applicable periods:

<i>Data Points for Calculations of Individual Class Payment</i>	
Weeks Worked from 11/2/2019 to 10/28/2024	INSERT

<i>Data Points for Calculations of Individual PAGA Payment</i>	
Weeks Worked from 11/2/2022 to 10/28/2024	INSERT

DO YOU DISAGREE WITH THE INFORMATION ABOVE AND WANT THE PARTIES AND ADMINISTRATOR TO INVESTIGATE FURTHER?

☐

NO: STOP HERE -- *DO NOT RETURN THIS FORM.*

☐

YES: COMPLETE THE REVERSE SIDE AND RETURN THIS FORM.

Please state why you believe that you should be credited with more Weeks Worked than shown in the chart and attach copies (not originals) of supporting documentation. The Parties and Settlement Administrator will consider your challenge and make a determination as to these issues.

Signed on _____, 2025 [NAME]

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN [INSERT DEADLINE]:

<u>Settlement Administrator:</u>
Name Mailing Address Telephone Number

EXHIBIT “F”



LAUBY, MANKIN & LAUBY LLP

November 2, 2023

Sent Via Online Filing to the LWDA

California LWDA

Attn: PAGA Administrator
455 Golden Gate Ave., 9th Fl.
San Francisco, CA 94102

Sent Via U.S. Mail and Certified Mail

Inland Southern California 211
1511 S. Vineyard Ave.
Ontario, CA 91761

**Re: PAGA Civil Penalty Claim
*Valeria Ramirez v. Inland Southern California 211***

To the Labor and Workforce Development Agency, and Inland Southern California 211:

Pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2699, *et seq.*, this letter shall serve as notification of the PAGA civil penalty claim of aggrieved employee Clarissa Cabrera (“Claimant”), on behalf of the State of California and all Aggrieved Employees, against her former employer(s), Aetna International, Inc. and/or any affiliated entities, for violations of Labor Code §§ 200, 201, 202, 203, 204, 208, 210, 218.6, 221-223, 226, 226.3, 226.7, 256, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, among possibly other sections inadvertently omitted, and/or sections of the applicable Industrial Welfare Commission Wage Order(s).

FACTUAL BACKGROUND

Claimant was employed by the Company from approximately October 2022 through present. Claimant alleges that, at all relevant times, she and all other non-exempt employees employed by the Company in California (the “Aggrieved Employees”) were subjected to the same policies, working conditions, and corresponding wage and hour violations to Claimant was subjected during her employment.

At all relevant times, Claimant and the Aggrieved Employees were not provided proper minimum and overtime wages due to the Company’s failure to accurately compensate for all hours worked. As one such example, at all relevant times, the Company required Claimant and Aggrieved Employees who worked remotely were required to start up their computer systems and to have all working platforms and applications/software open prior to clocking in for work. This daily startup process took Claimant and Aggrieved Employees anywhere between five to ten minutes. Nevertheless, this time spent starting up their systems, the platform and applications they used was never recorded nor compensated by the Company, as the Company specifically mandated those tasks were to be performed prior to clocking in. Moreover, at the end of shifts, she was required to perform additional computer log out procedures after clocking out. Moreover, the Company utilized a rounding policy and practice that routinely undercompensated Claimant and resulted in a net benefit to the Company and a net loss for

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Claimant. In other words, the Company's rounding policy is not neutral and results in systematic undercompensation for the Aggrieved Employees.

Also, at all relevant times, on the occasions when Claimant worked in excess of 8 and/or 12 hours per day and/or 40 hours per week during the pay period, the Company failed to properly calculate Claimant's overtime rate of pay. Therefore, the Company failed to pay proper overtime for the hours worked in excess of 8 and/or 12 per day and/or 40 per week. In addition, Claimant alleges that the Company utilized a rounding policy and practice that routinely undercompensated the Represented Employees and resulted in a net benefit to the Company. In other words, the Company's rounding policy is not neutral and systematically undercompensates Claimant and the Aggrieved Employees, leading to a failure to pay proper minimum, regular, and overtime wages.

Claimant was also not provided 30-minute off-duty meal periods, as mandated by California law, during employment with the Company. As a result of the Company's policies and practices, as well as the hectic and demanding workload, Claimant was subjected to meal period violations when: (1) unable to take a meal period due to workload, (2) forced to take an on-duty meal period while under the control of the Company, (3) forced to take a shortened meal period, (4) forced to take a meal period after the 5th hour of work, and (5) not provided a mandated second meal period for shifts in excess of 10 hours.

The Company also failed to provide Claimant with 10 minutes of net rest break time for every 4 hours worked, or major fraction thereof, as mandated by California law. Furthermore, on occasions when Claimant worked 10 hours or more in a shift, the Company failed to authorize and/or permit the mandated additional rest breaks.

Additionally, Claimant and Aggrieved Employees were never fully reimbursed (if at all) pursuant to Labor Code § 2802 by the Company for the personal cell phone and internet Wi-fi expenses, among others, they necessarily incurred in the discharge of their job duties during the relevant statutory period.

The Company also failed to comply with the mandates of Labor Code § 204 regarding the timing of the payment of wages to its employees each period. Also, the Company failed to comply with the mandates of Labor Code §§ 201 – 203 regarding payment of final wages upon separation of employment. Finally, during her employment with the Company, Claimant received inaccurate and incomplete wage statements that failed to accurately state all necessary items required under Labor Code § 226(a).

As a result of these violations, and others described below, Claimant alleges that she and other Aggrieved Employees were denied specific rights to which they are/were entitled under California law and the rules promulgated by the IWC Wage Orders, including the following:

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**PAGA ASSESSMENT FOR FAILURE TO
PAY ALL MINIMUM, REGULAR, AND OVERTIME WAGES**

(Labor Code §§ 204, 221-223, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198; IWC Wage Order §§ 3, 4(B))

As discussed above, the Company failed to pay all required minimum, regular, and overtime wages to Claimant and the Aggrieved Employees due to the Company's failure to accurately compensate for all hours worked as well as the failure properly calculate the overtime pay for Claimant and other Aggrieved Employees. This resulted in earned, but unpaid, minimum and overtime wages due and owing to Claimant and the Aggrieved Employees. Therefore, Claimant and the Aggrieved Employees worked in excess of 8 and/or 12 hours per day, and/or forty hours per week without receiving proper payment of the requisite overtime and/or doubletime wages for all hours worked pursuant to Labor Code §§ 204 and 510 and/or the applicable IWC Wage Order. Claimant and the Aggrieved Employees were also not paid all earned wages to which they were entitled at the rates agreed upon by the Company.

Accordingly, Labor Code §§ 210, 558, 1197.1, and 2699, among possibly others, impose various penalties upon the Company for each employee and each pay period in which it failed to pay all wages including, but not limited to, minimum, regular, and overtime wages in violation of the Labor Code and/or the IWC Wage Orders.

**PAGA ASSESSMENT FOR DENIAL OF MEAL PERIODS,
REST BREAKS, AND WAGE PREMIUMS**

(Labor Code §§ 226.7(b) & (c), 512, 558; Cal. Admin. Code, Title 8, § 11090)

Labor Code § 226.7(b) states that “[a]n employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission ...” Labor Code § 512(a) states in pertinent part: “[A]n employer may not employ an employee for a work period of more than 5 hours per day without providing the employee with an uninterrupted meal period of not less than 30 minutes [...] [a]n employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes.”

Section 12 of applicable IWC Wage Order states in pertinent part: “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.”

Here, Claimant and other Aggrieved Employees were regularly not provided compliant mandatory meal periods and paid rest breaks due to the Company's policies described above. Although the Company was required to pay Claimant and all Aggrieved Employees premium wages equal to an additional hour of pay at the employee's regular rate of pay for each violation under Labor Code § 226.7(c), the Company did not pay the mandatory one-hour wage premiums and did not do so at the proper rate. Labor Code § 558 imposes a penalty for each violation, plus an amount sufficient to recover the underpaid wages. Additionally, the civil assessment set forth in Labor Code § 2699 applies to these violations.

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PAGA ASSESSMENT FOR FAILURE TO REIMBURSE BUSINESS EXPENSES

(Labor Code § 2802; IWC Wage Order § 9(b))

Labor Code § 2802(a) states “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties.” IWC Wage Order § 9(b) states “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer.”

Here, the Company required Claimant and the Aggrieved Employees to incur expenses in direct consequence of the discharge of their duties. Accordingly, Labor Code § 2699 imposes a penalty upon the Company for each such violation of Labor Code § 2802. Furthermore, Labor Code § 2802(b) states that “[a]ll awards made by a Court for reimbursement of necessary expenditures” shall carry interest, at the same rate as judgments in civil actions, and said interest will accrue from the date on which the employee incurred the necessary expenditure or loss including, but not limited to, reasonable costs and attorney’s fees incurred by the employee enforcing her rights granted pursuant to Labor Code § 2802.

**PAGA ASSESSMENT FOR FAILURE TO PAY ALL WAGES DUE AND OWING
EACH PAYROLL PERIOD WITHIN THE TIME REQUIRED BY LAW**

(Labor Code §§ 204, 204.1, 208, 256 and 2699)

Labor Code § 204(a) states that all wages earned by a person are due and payable twice during each calendar month, and further states that wages earned during the first through fifteenth days of the month must be paid no later than the twenty-sixth day of the month, and that wages earned between the sixteenth and last day of the month must be paid by the tenth day of the following month. Labor Code § 204(d) states “[t]he requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.”

As a result of the Company’s failure to pay Claimant and the Aggrieved Employees all compensation to which they were entitled, the Company had a pattern and practice of failing to pay all wages due and owing to Claimant and the Aggrieved Employees within the time mandated by Labor Code § 204. As a result of these violations, penalties may be assessed pursuant to Labor Code §§ 203, 210, 256, and/or 2699.

PAGA ASSESSMENT FOR FAILURE TO TIMELY PAY FINAL WAGES

(Labor Code §§ 201, 202, 203, 256 and 2699)

Labor Code § 201(a) provides in pertinent part: “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Labor Code § 202(a) states in pertinent part “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours’ previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.” Labor Code § 203(a) states “If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of

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the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.”

The Company did not pay the Aggrieved Employees all wages that were due and owing within the required time following the end of their employment in accordance with Labor Code §§ 201-202. As a result, all such Aggrieved Employees are entitled to 30 days of wages as a “waiting time penalty.” (Labor Code §§ 203, 256.) Labor Code § 2699 also imposes a penalty.

**PAGA ASSESSMENT FOR FAILURE TO PROVIDE ACCURATE,
ITEMIZED WAGE STATEMENTS**
(Labor Code §§ 226, 226.3, and 1174)

Labor Code § 226(a) requires an employer to provide its employees with itemized wage statements accurately stating gross wages earned, total hours worked, all deductions, net wages earned, the inclusive dates of the pay period, the employee’s name and the last four digits of his or her Social Security number (or employee identification number), the name and address of the legal entity that is the employer, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

At all times pertinent hereto, the Company failed to provide accurate itemized wage statements to Claimant and all Aggrieved Employees due to violations including: failure to accurately state gross wages earned; failure to accurately state total hours worked; failure to accurately state all deductions; failure to accurately state net wages earned; failure to state the applicable hourly rates; and failure to accurately state the corresponding number of hours worked at each hourly rate. Accordingly, Claimant is entitled to damages under Labor Code § 226(e), including reasonable attorneys’ fees. Labor Code §§ 226.3 and 2699 also impose a civil penalty and/or assessment for these violations.

PAGA ASSESSMENT FOR VIOLATIONS OF LABOR CODE § 1199
(Labor Code § 1199)

An employer violates Labor Code § 1199 if said employer: (a) requires or causes an employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission; (b) pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission; or, (c) violates or refuses or neglects to comply with any provision of this chapter or any order or ruling of the commission. Labor Code § 2699.5 specifically enumerates Labor Code § 1199 as a section to which the civil penalties under the PAGA apply. Therefore, as a result of the Company’s violations described herein, the Company is subject to the civil penalties in accordance with Labor Code § 2699.

ATTORNEYS’ FEES, INTEREST, AND PENALTIES
(Labor Code §§ 2699(f)(2), 2699(g)(1), 2699.5)

Labor Code § 2699(g)(1), give employees the right to recover in a civil action the unpaid balance of the full amount of wages, including interest thereon, penalties and other damages, as applicable, reasonable attorneys’ fees, and costs of suit. Additionally, Claimant seeks the assessment of penalties,

including civil penalties, under Labor Code §§ 203, 210, 225.5, 226.3, 1174.5, 1197.1, 2699, and/or § 20 of the IWC Wage Orders, among possibly other provisions inadvertently omitted herein. Furthermore, Claimant is entitled to bring a wage/hour claim on behalf of all current and former similarly situated employees of the Company. Thus, the Company is exposed to these same penalties for violations involving all Aggrieved Employees.

Additionally, Claimant seeks attorney's fees pursuant to C.C.P. § 1021.5. Please construe this correspondence as Claimant's notification of alleged wrongdoing and attempted resolution in accordance with C.C.P. § 1021.5 and *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553.

CONCLUSION

Based on the foregoing, the Company may be liable for penalties related to the foregoing claims and remedies. If Claimant becomes aware of any additional claims for Labor Code violations related to her employment and/or other employees of the Company, she reserves the right to add new claims by amending this claim letter.

Should you have any questions, please feel free to give me a call. In the meantime, I look forward to your response.

Very Truly Yours,



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EXHIBIT “G”