

D.LAW, INC.
Roman Shkodnik, Esq. (SBN 285152)
Emma Geesaman, Esq. (SBN 352715)
Enoch J. Kim, Esq. (SBN 261146)
Bradford Smith, Esq. (SBN 345879)
250 N Madison Avenue, 2nd Floor
Pasadena, CA 91101-1639
Tel.: (818) 962-6465
Fax: (818) 962-6469
Emails: R.Shkodnik@d.law, E.Geesaman@d.law,
E.Kim@d.law, B.Smith@d.law

Attorneys for Plaintiff NELSON BONDAD,
on behalf of himself and others similarly situated

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

NELSON BONDAD, on behalf of himself
and others similarly situated,

Plaintiffs,

v.

BUREAU VERITAS COMMODITIES
AND TRADE, INC., a Delaware
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CLASS ACTION

Case No. 24STCV12894

Assigned for All Purposes To:
Honorable Laura A. Seigle
Dept. 17

**DECLARATION OF ENOCH J. KIM
IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Hearing Information:

Date: July 14, 2026

Time: 09:00 a.m.

Dept: 17

Action filed: May 22, 2024

FAC Filed: August 29, 2024

Trial date: None Set

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I, Enoch J. Kim, declare as follows:

1. I am an attorney licensed and admitted to practice before all courts of the State of California and the United States District Court for the Central, Southern, Eastern, and Northern Districts of California.

2. I am Senior Counsel at D.Law, Inc. and counsel for Plaintiff Nelson Bondad (Plaintiff”), on behalf of himself and all other similarly situated employees of Defendant Bureau of Labor and Industries (Defendant”) (Plaintiff and Defendant are collectively referred to herein as “the Parties”). All of the matters set forth herein are within my personal knowledge. I submit this Declaration in support of Plaintiff’s Motion for Preliminary Approval of the Parties’ Class and PAGA Action Settlement Agreement (“Motion”). A true and correct copy of the Parties’ Class and PAGA Action Settlement Agreement (“Settlement Agreement” or “Agreement”) is attached hereto as **Exhibit 1**.

Procedural History

3. Plaintiff worked as a non-exempt, hourly employee for Defendant and seeks to represent approximately 98 current and former California non-exempt individuals who worked for Defendant during the Class Period. Defendant operates as a for-profit corporation, which specializes in providing testing, inspection, and certification services for its clients.

4. On May 22, 2024, Plaintiff commenced a Class Action by filing a Complaint alleging causes of action against Defendant for (1) Failure To Pay Minimum Wages; (2) Failure To Pay Minimum Wages And Overtime Under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest Break Liability Under Labor Code § 226.7; (5) Reimbursement Of Necessary Expenditures Under Labor Code § 2802; (6) Violation Of Labor Code § 226(a); (7) Failure To Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5; (8) Penalties For Failure To Pay Minimum Wages Under Labor Code § 203; and (9) Violation Of Business & Professions Code § 17200 et seq. (the “Class Action”).

5. On May 22, 2024, Plaintiff submitted a PAGA notice (LWDA-CM-1029857-24) to the Labor and Workforce Development Agency (“LWDA”). A true and correct copy of the

PAGA notice is attached hereto as **Exhibit 2**. On August 29, 2024, Plaintiff filed a First Amended Complaint (“Operative Complaint”) adding a claim for civil penalties under the California Private Attorneys General Act.

6. Plaintiff contends that Defendant violated California’s wage and hour laws by failing to pay minimum wage, failing to pay overtime wages, failing to provide compliant meal periods or meal break premium pay, failing to provide compliant rest breaks or rest break premium pay, failing to indemnify reasonable and necessary business expenses. failing to provide accurate, itemized wage statements, failing to keep required payroll records, failing to timely pay wages during employment or upon separation and for waiting-time penalties, and unfair competition.

Investigation

7. Before filing the lawsuit, Class Counsel conducted a thorough investigation and researched the facts and circumstances underlying the pertinent issues and applicable law. This required thorough discussions and interviews between Class Counsel and Plaintiff, in addition to the above-described research into the various legal issues involved in the case. After filing the lawsuit, Class Counsel conducted a thorough investigation of the facts and claims giving rise to the action, including (1) conducting informal discovery and meeting and conferring with defense counsel about same; (2) reviewing and analyzing records and data, as well as employment-related policies; (3) reviewing Plaintiff’s personnel file and other documentation; (4) interviewing Plaintiff regarding potential Class Members; (5) researching the applicable law and potential defenses; (6) constructing damage models based on interpretations of California law and the facts and numbers provided by Defendant; and (7) reviewing information provided by Defendant in response to informal discovery and in advance of the mediation. The Parties conducted their own evaluations of the potential recoveries based on the claims alleged in the Action, including consulting experts.

8. Defendant, for its part, vigorously contested liability, the amount of claimed damages, and the propriety of class certification. After analyzing the relevant documents and other gathered data, Class Counsel believed that this case was appropriate for resolution via

1 mediation. Given the high level of risk present for both sides, the Parties elected to mediate
2 Plaintiff's claims and attempt settlement.

3 **Settlement Efforts**

4 9. On December 4, 2025, the Parties attended an all-day mediation session with
5 Lonnie Giamela, Esq., an experienced litigator and mediator in the field of wage and hour class
6 actions. Counsel for Plaintiff and Defendant discussed all aspects of the case, including the risks
7 of continued litigation and the risks to all parties of proceeding with a class certification motion,
8 as well as the merits of the primary claims in this case. Following mediation, the Parties accepted
9 a mediator's proposal outlining general settlement terms. The Parties continued to work together
10 on a long-form Settlement Agreement following mediation, which resulted in the Settlement
11 Agreement before the Court for approval.

12 10. From Class Counsel's review of the facts, strengths, and weaknesses of the case
13 and the risks and delays posed by further litigation, Class Counsel believes that the recovery for
14 each Class Member is fair and reasonable. Further, the Settlement Agreement was the product of
15 a non-collusive settlement process in which the Parties were forced to make significant
16 compromises in the interest of reaching a full and complete settlement of the lawsuit.

17 **Summary of the Settlement**

18 11. Under the terms of the proposed Settlement Agreement, Defendant has agreed to pay
19 \$160,000.00 ("**Gross Settlement Amount**") on a non-reversionary basis. (Exhibit 1, Settlement
20 Agreement, ¶ 3.1.) In addition to and separate from the Gross Settlement Amount, Defendant
21 will pay the employer's portion of any payroll taxes on the wage allocation portion of the
22 individual settlement payments to Class Members. The Settlement Agreement defines the
23 "**Class**" as all persons who worked for Defendant as non-exempt employees in the State of
24 California at any time during the Class Period (i.e. March 1, 2022, through February 28, 2026).
25 (Exhibit 1, Settlement Agreement, ¶ 1.5, 1.12.) The Settlement Agreement also defines
26 "**Aggrieved Employee**" as all persons who worked for Defendant as non-exempt employees in
27 the State of California at any time during the PAGA Period (i.e. May 22, 2023, through February
28 28, 2026). (Exhibit 1, Settlement Agreement, ¶ 1.4, 1.31.) The "**Net Settlement Amount**"

1 available for distribution to Class Members, is the Gross Settlement Amount, less the following
2 payments in the amount approved by the Court: Class Counsel Fees Payment, Class Counsel
3 Litigation Expenses Payment, Class Representative Service Payment, the Administration
4 Expenses Payment, Individual PAGA Payments, and the LWDA PAGA Payment. (Exhibit 1,
5 Settlement Agreement, ¶ 1.27.) These amounts are detailed as follows:

- 6 • Class Counsel's Fees and Litigation Expenses Payment: Up to 35% of the Gross
7 Settlement Amount, or **\$56,000.00**, to Class Counsel as attorneys' fees for the litigation
8 and resolution of this Action and actual costs incurred in this Action, not to exceed
9 \$15,000.00. (Exhibit 1, Settlement Agreement, ¶ 3.2.2);
- 10 • Class Representative Enhancement Award to Named Plaintiff: Up to **\$5,000.00** to
11 Plaintiff as an award for his service as the class representative (Exhibit 1, Settlement
12 Agreement, ¶ 3.2.1);
- 13 • Administration Expense Payment: A not-to-exceed amount of **\$4,990.00** to the
14 Settlement Administrator for its costs of administration of the Settlement (Exhibit 1,
15 Settlement Agreement, ¶ 3.2.3);
- 16 • PAGA Payment: **\$16,000.00** for settlement of claims for civil penalties under PAGA,
17 with 25% (\$4,000.00) allocated to the Aggrieved Employees ("Individual PAGA
18 Payments") and 75% (\$12,000.00) allocated to the LWDA ("LWDA PAGA Payment")
19 (Exhibit 1, Settlement Agreement, ¶ 3.2.5).

20 12. If the Court approves the above allocations from the Gross Settlement Amount,
21 the Net Settlement Amount ("NSA") is estimated to be **\$63,010.00**. Twenty percent (20%) of
22 each Participating Class Member's Individual Class Payment will be allocated to settlement of
23 wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will
24 be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's
25 Individual Class Payment will be allocated to settlement of claims for interest and penalties (the
26 "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be
27 reported on IRS 1099 Forms. (Exhibit 1, Settlement Agreement, ¶ 3.2.4.1.) Each Participating
28 Class Member's "Individual Class Payment" shall be calculated by the Settlement Administrator

1 using the following formula: (a) dividing the Net Settlement Amount by the total number of
2 Workweeks worked by all Participating Class Members during the Class Period and (b)
3 multiplying the result by each Participating Class Member's Workweeks. (Exhibit 1, Settlement
4 Agreement, ¶ 3.2.4.) The "Individual Class Payment" means the Participating Class Member's
5 pro rata share of the Net Settlement Amount calculated according to the number of Workweeks
6 worked during the Class Period. (Exhibit 1, Settlement Agreement, ¶ 1.22.) For the
7 approximately 98 Class Members (if no exclusions), the average gross Individual Class Payment,
8 using a straight average, is \$642.96.

9 13. Not later than 14 days after the full execution of this Agreement, Defendant will
10 deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet.
11 (Exhibit 1, Settlement Agreement, ¶ 4.2.) Using best efforts to perform as soon as possible, and
12 in no event later than 7 days after receiving the Class Data, the Administrator will send to all
13 Class Members identified in the Class Data, via first-class United States Postal Service ("USPS")
14 mail, the Class Notice with Spanish translation. (Exhibit 1, Settlement Agreement, ¶ 7.4.2.) The
15 Class Notice includes a summary of the case and settlement terms and provides Class Members
16 with detailed instructions on how to exclude themselves, object to the settlement, and dispute the
17 number of workweeks and/or pay periods attributed to each Class Member per Defendant's
18 records. (Exhibit 1, Exhibit A, Class Notice). Not later than 3 business days after the
19 Administrator's receipt of any Class Notice returned by the USPS as undelivered, the
20 Administrator shall re-mail the Class Notice using any forwarding address provided by the
21 USPS. (Exhibit 1, Settlement Agreement, ¶ 7.4.3.) If the USPS does not provide a forwarding
22 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class
23 Notice to the most current address obtained. (*Id.*) The Administrator has no obligation to make
24 further attempts to locate or send Class Notice to Class Members whose Class Notice is returned
25 by the USPS a second time. (*Id.*) Class Members who want to opt out must timely submit a
26 signed and dated written request to be excluded from the class portion of the Settlement to the
27 Settlement Administrator ("Opt-Out Request"). Class Members who wish to exclude themselves
28 from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a

1 signed written Request for Exclusion not later than 60 days after the Administrator mails the
2 Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed).
3 (Exhibit 1, Settlement Agreement, ¶ 7.5.1.) The Parties have jointly selected Apex to serve as the
4 Administrator and verified that, as a condition of appointment, Apex agrees to be bound by this
5 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for
6 the Administration Expenses Payment. (Exhibit 1, Settlement Agreement, ¶ 7.1.) The Parties and
7 their Counsel represent that they have no interest or relationship, financial or otherwise, with the
8 Administrator other than a professional relationship arising out of prior experiences
9 administering settlements. (*Id.*) Apex has experience administering class action and PAGA
10 settlements, has procedures in place to protect the security of class data, adequate insurance in
11 the event of a data breach or defalcation of funds, and is qualified to administer the Settlement.
12 (*See* Declaration of Sean Hartranft, which also includes a breakdown of the anticipated costs of
13 notice to the class.) In addition, Apex will have a website for Class Members to review and
14 reference for details regarding the Final Approval Hearing and any Final Approval Order and
15 Judgement. If the Court grants final approval of the Settlement, a copy of the Final Approval
16 Order and Judgment will be posted on this website for Class Members to review. The website
17 will be provided to Class Members in the Class Notice that is mailed to them.

18 **Certification for Settlement Purposes Only is Appropriate**

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

the Settlement is fair and reasonable.

15. Numerosity and Ascertainability. The putative Class is so numerous that joinder of all members is impractical. Class Members are individuals who worked for Defendant in California as non-exempt employees during the period from March 1, 2022, through February 28, 2026. Defendant has identified 98 Class Members based on a review of its payroll and personnel records. Thus, the requirements of numerosity and ascertainability are met here.

16. Well-Defined Community of Interest. Plaintiff contends, and Defendant does not dispute for settlement purposes only, that common issues of fact and law predominate as to each of the claims alleged by Plaintiff, and the Class is united in its proof. This action involves, *inter alia*, a determination about Defendant's alleged failure to pay minimum wage, failure to pay overtime wages, failure to provide compliant meal periods or meal break premium pay, failure to provide compliant rest breaks or rest break premium pay, failure to indemnify reasonable and necessary business expenses, failure to provide accurate, itemized wage statements, failure to keep required payroll records, failure to timely pay wages during employment or upon separation and for waiting-time penalties, and largely derivative claims under the UCL and PAGA. Plaintiff contends Defendant's practices affected Class Members in the same way and presents questions that are suitable for common adjudication because all Class Members were subject to the same employment policies and practices. The outcome of litigation in this matter depends upon questions that are common to Class Members.

17. Typicality. The class representative's claims are typical when they arise from the same event, practice, or course of conduct that gives rise to the claims of other putative Class Members and if their claims rest on the same legal theories. Here, Plaintiff alleges that his claims are typical of Class Members' claims because they arose from the same factual basis and are based on the same legal theories. Plaintiff and Class Members were employed by Defendant during the Class Period and were subject to the allegedly unlawful meal and rest policies and pay practices at issue in this litigation. Thus, the typicality requirement is satisfied.

18. Adequacy. Plaintiff's interests are aligned with those of the Class Members, as he has suffered the same injuries as the Class Members and has no conflicts of interest. Plaintiff has

not shrunk from this responsibility. Indeed, Plaintiff has devoted a substantial amount of time and energy to litigating this action and effectuating a settlement. Furthermore, as set forth below, Class Counsel are experienced in wage-and-hour litigation, especially class actions, and have zealously represented the interests of the class in litigating this case and have no conflicts of interest with the Class or Administrator. Accordingly, the adequacy requirement is satisfied.

19. Predominance and Superiority. Plaintiff contends that individualized issues do not predominate over the issues of law and fact that are common to the Class as a whole. As explained, *supra*, Plaintiff alleges there are common issues of law and fact given that Plaintiff and all Class Members were subjected to the same policies and pay practices during the relevant time period. Plaintiff and Class Members seek meal and rest premiums, unpaid wages and overtime, and penalties for work performed as non-exempt employees for Defendant. Plaintiff alleges that these issues are suitable for common adjudication because all Class Members were allegedly subject to the same employment policies, and Plaintiff contends the practices applied uniformly to all Class Members.

20. Plaintiff contends that class resolution is superior to other available methods for the fair and efficient adjudication of the controversy as there is little interest or incentive for Class Members to individually control the prosecution of separate actions. Although the alleged injury resulting from Defendant's policies and practices are allegedly real and significant, the cost of individually litigating each such case against Defendant would easily exceed the value of any relief that could be obtained by any one Class Member individually. If Class Members are forced to litigate their claims individually this would result in over 98 individual actions against Defendant. Here, the alternative methods of resolution are individual suits for relatively small amounts. Hence, an individual suit would prove uneconomical for potential Plaintiff because litigation costs would dwarf a potential recovery.

The Settlement is Fair, Adequate, and Reasonable

21. In deciding whether to approve a proposed class action settlement, the Court must find that a proposed settlement is "fair, adequate, and reasonable" and falls within the "range of approval." *Dunk*, 48 Cal.App.4th at 1801-02. The trial court considers all relevant factors, such

as “the strength of Plaintiff’s case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the Class Members to the proposed settlement.” *Id.* The Settlement satisfies all of these requirements.

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

22. The proposed settlement was reached as a result of arm’s length negotiations after the completion of pertinent discovery and the exchange of necessary Class Information. The negotiations have been, at all times, adversarial and non-collusive in nature. *See*, 4 Newberg on Class Actions § 13:45 (5th ed.) (due to the preference of settlement over litigation, “a court will presume that a proposed class action settlement is fair when certain factors are present, particularly evidence that the settlement is the product of arms-length negotiation, untainted by collusion.”). Although Plaintiff steadfastly maintain that his claims are meritorious, Plaintiff acknowledges that there were substantial risks and uncertainty in proceeding with litigation. As described below, Defendant presented multiple defenses to Plaintiff’s claims, both on the merits and with respect to class certification. Thus, while Plaintiff was prepared to litigate these claims through class certification, and ultimately trial, success was far from certain. Assistance from a skilled mediator ensured that negotiations were non-collusive and well-informed.

B. Extent of Discovery and Stage of Proceedings.

23. As stated above, the Parties engaged in substantial informal discovery before the Settlement was reached to allow them to fully evaluate the class claims and Defendant’s defenses. This litigation has reached the stage where the Parties have a clear view of their respective strengths and weaknesses.

C. Strength of Plaintiff’s Case and the Risk, Expense, Complexity, and Likely Duration of Any Litigation.

24. Plaintiff’s claims are based on Defendant’s alleged failure to pay minimum wage, failure to pay overtime wages, failure to provide compliant meal periods or meal break premium pay, failure to provide compliant rest breaks or rest break premium pay, failure to indemnify

1 reasonable and necessary business expenses, failure to provide accurate, itemized wage
2 statements, failure to keep required payroll records, failure to timely pay wages during
3 employment or upon separation and for waiting-time penalties, and largely derivative claims
4 under the UCL and PAGA.

5 25. Plaintiff alleges that Defendant failed to pay Plaintiff and Class Members at least
6 minimum wages for all hours worked and proper overtime wages for hours worked in excess of
7 eight hours in a day and 40 hours in a week. Specifically, Plaintiff alleges that Defendant
8 required Class Members to remain on-call for work but did not compensate Class Members for
9 their time spent waiting on-call. Moreover, Plaintiff alleges that Defendant rounded Class
10 Members' time entries to the nearest quarter hour, resulting in unpaid work time. Finally,
11 Plaintiff alleges that Defendant paid bonuses to Class Members but failed to incorporate the
12 bonuses into the regular rate when paying sick pay, premium payments, and overtime.

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

21 27. Plaintiff also alleges that Defendant failed to provide Plaintiff and Class Members
22 with lawful first and second meal periods. For example, Plaintiff alleges that Class Members
23 were required to clock out and continue working through their meal periods in order to finish
24 their job assignments, including their second meal periods. When Plaintiff and Class Members
25 did receive meal periods, Plaintiff alleges that they were not permitted to leave the premises.

26 28. Defendant contends that Class Members were given a reasonable opportunity to
27 take their meal periods and that any meal periods not taken were at the voluntary election of
28 Class Members. Defendant contends that when compliant meal periods were not provided,

1 Defendant provided premium pay to Class Members as reflected in their time and pay records.
2 Defendant also contends that the relevant Class Members signed valid meal period waivers.
3 Defendant further contends that the meal break claim requires individualized inquiries which
4 would preclude class certification. If Defendant's contentions prevail in trial, the likely outcome
5 would be no recovery for the Class Members on the meal break claim.

6 29. Plaintiff also contends that Defendant did not provide Class Members with paid
7 10-minute rest breaks for every four hours or major fraction thereof. Specifically, Plaintiff
8 alleges that Class Members were unable to take rest periods or had to take them late due to
9 Defendant's job requirements. Plaintiff alleges that Defendant also did not permit Plaintiff and
10 Class Members to leave the premises on their rest breaks. Lastly, Plaintiff alleges that Defendant
11 failed to pay Class Members one hour of premium pay for each rest break not provided.

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

18 31. Defendant also required Plaintiff and Class Members to incur necessary business
19 expenses in the course of performing their required job duties without reimbursement.
20 Specifically, Plaintiff alleges that Defendant required Class Members to use their personal cell
21 phones to communicate with their supervisors, fill out spreadsheets, and clock in and out.

22 32. As for the wage statement and waiting time penalties claims, Plaintiff alleges that
23 Defendant consistently failed to provide Class Members with accurate and itemized wage
24 statements and all wages due to Class Members upon termination of their employment with
25 Defendant. Defendant contends that these claims are merely derivative of the underlying claims
26 and that Plaintiff and Class Members would be unable to first establish liability for the
27 underlying claims for the reasons described above. Defendant further contends that even if they
28 could first establish liability for the underlying claims, Plaintiff and Class Members would be

1 unable to establish that Defendant's conduct was willful and knowing as required by the relevant
2 statutes since Defendant acted in good faith to provide accurate wage statements and pay all
3 wages due to Plaintiff and Class Members. Thus, Defendant contends that the wage statement
4 and waiting time penalties claims to have little to no value.

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

12 34. Defendant generally denies all claims alleged in the Action and further denies
13 class and/or representative treatment is appropriate for any purpose other than this Settlement
14 and that it complied with all applicable laws. However, Defendant has concluded that further
15 litigation would be protracted and expensive and that it is desirable that the Action be fully and
16 finally settled in the manner and upon the terms and conditions herein.

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

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

26 36. Plaintiff had not yet filed his motion for class certification, and as such, the extent
27 to which Plaintiff proposed classes were certifiable is somewhat speculative. Absent a
28 settlement, there was a risk that there would not be a certified class at the time of trial, or if there

were, it could consist of a significantly smaller group of employees than the proposed Settlement Class, resulting in less overall recovery.

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

E. The Presence of a Governmental Participant.

38. Class Counsel will be submitting the Settlement Agreement and this Motion to the LWDA concurrently with the filing of this Motion pursuant to Labor Code § 2699(1)(2).

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

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

40. The strength of the Plaintiff's case in light of the settlement amount is deemed by courts to be the "most important." *Clark v. American Residential Services, LLC* (2009) 175 Cal.App.4th 785, 799 (citing *Kullar*). Here, Plaintiff alleges that Defendant failed to pay minimum wage, failed to pay overtime wages, failed to provide compliant meal periods or meal break premium pay, failed to provide compliant rest breaks or rest break premium pay, failed to indemnify reasonable and necessary business expenses, failed to provide accurate, itemized wage

statements, failed to keep required payroll records, failed to timely pay wages during employment or upon separation and for waiting-time penalties all in violation of California law. Plaintiff seeks related violations of California's Business & Professions Code, penalties pursuant to Labor Code § 2699 *et seq.* Summary calculations for estimated liability for each of these claims are below.

Failure to Pay Minimum and Overtime Wages:

41. Plaintiff alleges that Defendant failed to pay Plaintiff and Class Members at least minimum wages for all hours worked and proper overtime wages for hours worked in excess of eight hours in a day and 40 hours in a week.

42. Class Counsel's expert estimated Defendant's exposure on the unpaid wages due to off the clock work attributable to overtime to be approximately \$376,311.00 (assuming 10 minutes of off the clock work per shift and 90.5% of off the clock hours attributable to overtime. However, given Defendant's defenses and the potential hurdles facing certification of off-the-clock claims, Class Counsel applied a 90% discount making for an adjusted realistic exposure of **\$37,631.10** for Defendant.

Meal Periods and Rest Breaks:

43. Plaintiff alleges that Defendant had a common practice and policy of denying compliant meal periods.

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

45. Class Counsel's expert estimated Defendant's maximum exposure on the meal period claim at approximately \$535,023.00. However, given Defendant's defenses and the fact that

1 Defendant paid meal period premiums that effectively negated the meal break violations, the
2 potential hurdles facing certification of the meal break claim, Class Counsel adjusted realistic
3 exposure to \$0 for Defendant.

4 46. Rest Breaks: Plaintiff contends that Defendant did not provide Class Members with
5 timely paid 10-minute rest breaks for every four hours or major fraction thereof.

6 47. Class Counsel's expert estimated Defendant's maximum liability exposure on the rest
7 break period claim at approximately \$1,533,317.00 assuming a 100% violation rate. However,
8 given Defendant's contentions and the difficulties facing certification of rest break claims, Class
9 Counsel applied a 90% discount making for an adjusted realistic exposure of **\$153,331.70** for
10 Defendant. Owing to the arguments above and the fact that the recording of rest periods is not
11 required, this claim was substantially discounted.

12 Inaccurate Wage Statement Violations:

13 48. Under Labor Code § 226(a), Plaintiff and the Class are entitled to recover \$50 for
14 initial violations for inaccurate wage statements and \$100 for subsequent violations, up to a
15 maximum of \$4,000 per employee.

16 49. Class Counsel's expert estimated Defendant's maximum total exposure on the section
17 226 claim at approximately \$335,750.00 (assuming \$50/\$100 for initial and subsequent
18 violations and 85 employees during the relevant period and a maximum of \$4,000 per
19 employee). After considering Defendant's contentions and the potential class certification issues,
20 Class Counsel discounted this amount by 90% to get an adjusted realistic exposure of
21 **\$33,575.00.**

22 Failure to Pay Final Wages at Termination or Separation:

23 50. In allegedly failing to pay Class Members their minimum wages, overtime wages, and
24 premium pay for deficiently provided meal periods and rest breaks, all discussed above, Plaintiff
25 allege that Defendant willfully failed to pay Class Members all wages due and certain at the time
26 of termination or within seventy-two (72) hours of resignation, as required under Labor Code §
27 203.

28 51. Section 203 further provides that if an employer willfully fails to pay an employee all

wages due at termination or within 72 hours of resignation, then that employee's wages will continue as a penalty until paid for a period of up to 30 days from the date they were due.

52. Class Counsel's expert estimated Defendant's maximum total exposure on the section 203 claim at approximately \$378,465.75 (45 terminated employees during the relevant period x 30 days x average hourly rate per year x 9.5 hours per workday). Given the foregoing arguments, Class Counsel discounted this amount by 90% to get an adjusted realistic exposure of **\$37,846.58**.

Failure to Reimburse for Necessary Business Expenditures:

53. Under Labor Code § 2802(a) Defendant must indemnify Plaintiff and Class Members for all necessary expenditures or losses incurred in direct consequence of the discharge of their duties.

54. Plaintiff's expert estimated Defendant's total exposure on the unreimbursed business expenses claim at approximately \$105,000.00 (\$10 per workweek x 10,500 workweeks). However, given Defendant's defenses and reimbursement policy and the potential for the need for individualized inquiries making class certification of this claim difficult, Class Counsel applied a 90% discount to get an adjusted realistic exposure of **\$10,500.00**.

PAGA Penalties:

55. The Labor Code Private Attorneys General Act, Labor Code § 2698 *et seq.*, allows Plaintiff to obtain civil penalties on behalf of himself and other aggrieved employees for Defendant's violation of any provision of the Labor Code enumerated under Labor Code § 2699.5. Where civil penalties are provided in the statute, those civil penalties are recoverable; where no civil penalties are recoverable, Labor Code § 2699(f) establishes civil penalties of one (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation. Pursuant to Labor Code § 2699(i), seventy-five percent (75%) of the penalties recovered must be allocated to the Labor and Workforce Development Agency (LWDA), with the remaining twenty-five percent (25%) allocated to the affected employees. The limitations period for all penalties is one year prior to the filing of the complaint.

56. The provisions of the Labor Code potentially triggering PAGA penalties in this case include but are not limited to Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, et seq., and 2802. PAGA penalties are not mandatory and are instead permissive. Labor Code § 2699(e)(2) states that “a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” See *Thurman v. Bayshore* (2012) 203 Cal. App. 4th 1112 (substantially reducing PAGA penalties by 30% under this provision). Defendant contested Plaintiff’s claim for PAGA penalties.

57. PAGA penalties are also derivative of each and every other claim, and Defendant argued the PAGA claims would be subject to the same defenses as the underlying claims, and as well as additional equitable defenses, including substantial compliance. Finally, under *Amaral v. Cintas Corp.* (2008) 163 Cal.App.4th 1157, Defendant asserted that penalties under PAGA could, at best, be awarded only at the rates obtainable for initial violations under the applicable statutes, because Defendant had never been notified of the alleged violations. *Id.* at 1208-1209.

58. Plaintiff estimated Defendant's total exposure on the PAGA claim at approximately \$340,000 (3,400 PAGA Pay Periods x \$100). However, Class Counsel also estimated any PAGA recovery would be substantially reduced and applied a discount of 90% to get an adjusted realistic exposure of \$34,000.00. The PAGA allocation agreed upon by the Parties therefore was **\$16,000**, subject to the Court's final approval.

Unfair Business Practices

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

Summary

60. The foregoing discussion establishes the adequacy of the Settlement amount in light of the merits of Plaintiff's case and establishes the fairness of the class-action settlement in the

1 instant case, including by analyzing it in light of the *Clark* and *Kullar* decisions. It does so by
2 explaining the legal basis for each of Plaintiff's causes of action, summarizing the evidence that
3 Class Counsel gathered in support of those causes of action, and relating to Defendant's legal
4 and factual arguments that worked to detract from the strength of Plaintiff's case.

5 61. Class Counsel applied reasonable and justified discounts, considering the facts and
6 legal contexts outlined above. These substantial discounts were necessary in light of Defendant's
7 contentions and denial of liability. This Settlement, like most others, was the product of
8 compromise. As addressed above, Plaintiff estimated that Defendant faced approximately
9 \$306,884.38 in total realistic exposure on Plaintiff's main claims. The Gross Settlement Amount
10 of \$160,000.00 therefore represents a recovery for the Class Members of approximately 52% of
11 the total realistic exposure Plaintiff estimated Defendant could face on these class-wide claims.
12 Class Counsel submits that this is an optimal result for the Class in light of all of the factors
13 described above.

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

15 62. Under the Settlement, Class Counsel requests, without opposition from Defendant, an
16 award of \$56,000.00 for attorneys' fees and reasonable expenses incurred to prosecute the
17 Action. This request is fair, reasonable, and adequate to compensate Class Counsel for the
18 substantial work they have put into this case and, moreover, the risk they assumed by taking it in
19 the first place as they will not receive any compensation for their efforts until recovery is
20 obtained for the Class. The attorneys' fees award is intended to reimburse Class Counsel for all
21 uncompensated work that they have already done and for all the work they will continue to do in
22 carrying out and overseeing the notification to Class Members, communicating with Class
23 Members regarding their claims, and assisting in the administration of the Settlement if it is
24 preliminarily approved. The requested fee is reasonable for the services provided to Class
25 Members and for the benefits they are to receive. Class Counsel has incurred costs to date
26 without being compensated, which is currently estimated not to exceed \$15,000.00.

27 **Class Representative Service Payments are Fair and Reasonable**

28 63. Plaintiff is entitled to a reasonable service payment for his efforts and initiative in

1 bringing and helping to prosecute this action. Plaintiff spent significant time better apprising
2 himself of his rights, deciding whether remedial action should be taken and how it should be
3 taken, searching for attorneys, and communicating with Class Counsel. Plaintiff was consistently
4 communicative with counsel, routinely checked-in, and was responsive to Class Counsel's
5 requests for information for discovery, documentation, and meetings.

6 64. Both before and after the filing of this lawsuit, Plaintiff conferred with Class Counsel
7 on to discuss every aspect of his case. Plaintiff performed the following tasks, among others:

- 8 • Assisted counsel in investigating and substantiating the claims alleged in this action;
- 9 • Provided Class Counsel with information about Defendant and about the industry
10 generally;
- 11 • Consulted with Class Counsel regarding litigation strategy and monitored the progress of
12 the litigation;
- 13 • Produced evidentiary documents to his counsel;
- 14 • Identified witnesses;
- 15 • Attended mediation on behalf of the Class; and
- 16 • Reviewed and signed the Settlement Agreement.

17 65. In agreeing to be the named plaintiff in this litigation, Plaintiff accepted a number of
18 risks. For example, Plaintiff accepted the potential risk of being liable for Defendant's costs and
19 potentially the company's fees if the lawsuit was unsuccessful. Further, Plaintiff risked the
20 potential stigma of being a class representative in a class action labor dispute, which may affect
21 his future employability.

22 66. In light of the foregoing, Class Counsel believes that the \$5,000.00 incentive award to
23 the Class Representative is fair and reasonable.

24 **Proposed Class Notice Provides Adequate Notice**

25 67. The notification procedure set out in the Settlement Agreement provides the greatest
26 likelihood that each and every Class Member will receive the Class Notice, attached to the
27 Settlement as Exhibit A. Under the Settlement, not later than 14 days after the full execution of
28 this Agreement, Defendant will deliver the Class Data to the Administrator, in the form of a

1 Microsoft Excel spreadsheet. Using best efforts to perform as soon as possible, and in no event
2 later than 7 days after receiving the Class Data, the Administrator will send to all Class Members
3 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class
4 Notice with Spanish translation. (Exhibit 1, Settlement Agreement, ¶ 4.2, 7.4.2.) The Class
5 Notice includes a summary of the case and settlement terms and provides Class Members with
6 detailed instructions on how to exclude themselves, object to the settlement, and dispute the
7 number of workweeks and/or pay periods attributed to each Class Member per Defendant’s
8 records. (Exhibit A, Class Notice). Settlement Class Members who want to opt out must timely
9 submit a signed and dated written request to be excluded from the class portion of the Settlement
10 to the Settlement Administrator (“Opt-Out Request”). Class Members who wish to exclude
11 themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or
12 mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails
13 the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-
14 mailed). (Exhibit 1, Settlement Agreement, ¶ 7.5.1.) A Request for Exclusion is a letter from a
15 Class Member or his/her representative that reasonably communicates the Class Member’s
16 election to be excluded from the Settlement and includes the Class Member’s name, address and
17 email address or telephone number. (*Id.*) To be valid, a Request for Exclusion must be timely
18 faxed, emailed, or postmarked by the Response Deadline. (*Id.*) This is the best and most
19 practicable way to ensure the greatest possible number of Class Members will receive the Notice.

20 68. The settlement agreement does not impose any affirmative duties on Participating
21 Class Members. No claim form is required to participate in the Settlement. Individuals who wish
22 to opt out or object may do so. The Class Notice itself fully apprises Class Members of the
23 nature of the lawsuit, the claims involved, the terms of the settlement, and their options
24 thereunder. (Exhibit 1, Settlement Agreement, Exhibit A, Class Notice). It provides for a specific
25 procedure to seek exclusion from the Class, disputing payments and Class Information,
26 challenging workweek and pay period data, and lodging objections to the settlement. (*Id.*) In the
27 Class Notice, Class Members will also receive Class Counsel’s contact information so they can
28 speak to attorneys conversant with the legal and factual issues involved in this case, as well as

1 the contact information for the Settlement Administrator. The efforts taken to ensure that Class
2 Members receive the Class Notice and are well informed about the settlement are reasonable and
3 provide the best notice practicable under the facts.

4 **Qualifications and Adequacy of Class Counsel**

5 69. D.Law prosecutes wage and hour cases, including class actions and PAGA actions on
6 behalf of employees and others who have had their rights violated. D.Law, either on its own or
7 with co-counsel, is currently serving as Plaintiff's counsel of record in numerous wage and hour
8 and employment class action and PAGA action cases pending in both state and federal court.

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

14 71. D.Law has litigated and successfully resolved many wage and hour class action cases
15 involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. De La
16 Rosa v. The Coca Cola Company et al. (Superior Court of California in Napa, 17CV000787),
17 Harvey v. Bed Bath & Beyond of California Limited Liability Company (Superior Court of
18 California in Alameda, RG17885153), Paredes v. Bottling Group LLC et. al. (Superior Court of
19 California in Kern), Ramirez v. Harris Ranch Beef Company (Superior Court of California in
20 Fresno, 16CECG04103), Gates v. Gate Gourmet, Inc. et. al. (Southern District of California, 16-
21 cv-01084-L-AGS), Hargrave v. Antelope Valley Hospital (Superior Court of California in Los
22 Angeles, BC663252), Ramirez v. Milton Roy et. al. (Superior Court of California in Los
23 Angeles, BC 632 276), Hawkins v. AvalonBay Communities (Superior Court of California in
24 Santa Clara, 17CV316492), Jones Tharpe et al. v. Sprint Corporation et al. (Superior Court of
25 California in Los Angeles, BC644645), Ortega et al. v. Nestle Waters North America, Inc. et al.
26 (Superior Court of California in Los Angeles, BC623610), Schultz v. Jimbo's Natural Family,
27 Inc. (Superior Court of California in San Diego, 37-2017-00022348-CUE-OE-CTL), Ambrose v.
28 Victor Valley Global et al. (Superior Court of California in San Bernardino, CIVDS1709289),

1 Puerta-Gildardo v. Real Time Staffing Services LLC et. al. (Superior Court of California in Los
2 Angeles, BC565445), Vargo v. Pregis Innovative Packaging LLC (Superior Court of California
3 in Tulare, 270836), Conlin v. Aegis Senior Communities LLC (Northern District of California,
4 17-cv-05534-LHK), Galarza v. Kloeckner Metals Corporation (Central District of California,
5 2:17-cv-04910-FMO), Estes v. L3 Technologies, Inc. et al. (Southern District of California, 3:17-
6 cv-02356-H-JMA), Rowser v. Trunk Club, Inc. (Central District of California, 2:17-cv-05064-
7 DSF-RAO), Leach v. The Claremont Colleges, Inc. (Superior Court of California in Los
8 Angeles, BC686451), Vaesau v. PCT Enterprises, Inc. dba Precision Cabinets (Superior Court of
9 California, County of Contra Costa MSC18-02404), Terry v. TF Louderback, Inc. dba Bay Area
10 Beverage Company (Superior Court of the State of California, County of Contra Costa, MSC18-
11 00859), Roach v. Westcare California, Inc. (Superior Court of California in Kern County, BCV-
12 17-102367-SDS), Patton v. Church & Dwight Co., Inc. (Central District of California, EDCV
13 18-903-MWF (KKx)), Juarez v. ISL Employees, Inc. (Superior Court of California in Madera,
14 MCV074787), Ferraro v. USC Verdugo Hill s Hospital, et al. (Superior Court of California in
15 Los Angeles, 18STCV09463), Ford v. Account Control Technology, Inc., et al. (Superior Court
16 of California in Los Angeles, 19STCV09369), Ornelas v. iStorage, et al. (Superior Court of
17 California in San Francisco, CGC-18-571421), Martinez v. Ronpak, Inc. (Superior Court of
18 California in Riverside, RIC1901307), Barrera et al. v. Exclusive Wireless, Inc. (Superior Court
19 of California in Stanislaus, 9000687), Barajas v. Mancha Development Company LLC (Superior
20 Court of California in Orange County, 30-2018-00974707-CU-OE-CXC), Prado v. IMAX
21 Corporation dba IMAC Worldwide Home (Superior Court of California in San Bernardino,
22 CIVDS1820265), Rodriguez v. ND Industries, Inc. (Superior Court of California in Los Angeles,
23 19STCV38096), Singletary v. Motel 6 Operating LP, et al. (Southern District of California, 3:20-
24 cv-0270-LAB-AHG), Quizon v. CF Watsonville East, LLC, et al. (Superior Court of California
25 in Santa Cruz, 20CV01868), Stephenson v. Bakersfield Dodge, Inc. (Superior Court of
26 California in Kern, BCV-20-102693), Bacerra v. Hugo Boss Retail, Inc. (Superior Court of
27 California in San Diego, 37-2021-00002933-CU-OE-CTL), Walker v. Ariat International, Inc.
28 (Superior Court of California in Alameda, HG19026439), Orr v. Petvet Care Centers (California)

1 Inc. (Superior Court of California in Santa Clara, 19CV354063), Jimenez v. OEC Distribution
2 Services, Inc. (Superior Court of California in San Bernardino, CIVDS1915743), Viridi v.
3 Absolute Security International (Superior Court of California in San Bernardino, CIVDS
4 1909589), Raj v. First Transit, Inc (Superior Court of California in Sacramento, 34-2021-
5 00295895-CU-OE-GDS), Marchbanks v. Torrid Administration, Inc. (Superior Court of
6 California in San Diego, 37-2020-00008179-CU-OE-NC), among others.

7 72. I was admitted to the California Bar in December 2008, and I am Senior Counsel at
8 D.Law. I received my J.D. from Pepperdine University School of Law and B.S. from the
9 University of Southern California. Since graduating from law school, I have dedicated virtually
10 my entire career on the practice of employment law. I have practiced employment law from the
11 plaintiff's side, from the defense side, and from an in-house position. I have significant
12 experience specifically working on wage and hour class actions from the plaintiff's side as well
13 as the defense side, with the majority of my experience coming from the plaintiff's side.

14 73. Attorney Roman Shkodnik is Senior Counsel at D.Law and counsel of record for
15 Plaintiff. He received his Bachelor of Arts in history and political science from the University of
16 California, Los Angeles, in 2007. He then earned his Juris Doctorate from Loyola Law School in
17 May of 2011. Upon graduating from law school, he has exclusively focused his practice on
18 representing employees including in wage-and-hour class actions. During his career, he has
19 represented employees in over 100 wage-and-hour class action lawsuits as lead or co-lead
20 counsel (including in the Central, Southern, Eastern and Northern Districts of California), and he
21 has obtained six and seven figure settlements against a range of defendants, including Fortune
22 500 companies. These cases have involved the gamut of wage-and-hour claims, including claims
23 for failure to pay minimum wages, unpaid wages and overtime, inaccurate pay statements, and
24 failure to pay timely wages - similar to claims at issue in the present matter. He is experienced
25 and qualified to evaluate the representative claims, to evaluate settlement versus trial on a fully
26 informed basis, and to evaluate the viability of the defenses.

27 74. Associate Attorney Emma Geesaman received her Bachelor of Arts in political science
28 from Boston University in 2019. She then earned her Juris Doctorate from Case Western Reserve

1 University Law School in May of 2023. Upon graduating from law school, she has exclusively
2 focused her practice on representing employees including in wage-and-hour class actions.

3 75. Associate Attorney Bradford Smith graduated from the University of California, Irvine
4 with a Bachelor of Arts in History and received his Juris Doctor from Loyola Law School, Los
5 Angeles in 2022. He was admitted to practice law in the State of California in 2022. Before
6 joining D.Law, Inc., he worked at a law firm specializing in insurance defense litigation. Since
7 2023, his focus has been on wage and hour class action litigation and settlements.

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

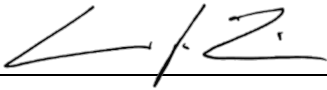
19 77. We understand the responsibilities owed as counsel to the Settlement Class Members
20 and aggrieved employees we represent. The attorneys at D.Law thoroughly investigated the
21 claims asserted in this action and have remained committed to dedicating the resources necessary
22 to represent the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

28 78. On May 14, 2026, Plaintiff submitted the Parties' Class and PAGA Action Settlement

1 Agreement and Plaintiff's Motion for Preliminary Approval of Class Action and PAGA
2 Settlement Agreement and supporting documents to the LWDA. A true and correct copy of the
3 confirmatory email from the LWDA is attached hereto as **Exhibit 3.**

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

6 Executed on May 14, 2026, in Pasadena, California.

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8 _____

9 Enoch J. Kim, Esq.
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EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Nelson Bondad (“Plaintiff”) and Defendant Bureau Veritas Commodities and Trade, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Nelson Bondad v. Bureau Veritas Commodities and Trade, Inc.*, Case No. 24STCV12894, filed on May 22, 2024, in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all persons who worked for Defendant as non-exempt employees in the State of California at any time during the PAGA Period.
- 1.5. “Class” means all persons who worked for Defendant as non-exempt employees in the State of California at any time during the Class Period.
- 1.6. “Class Counsel” means D.Law, Inc.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, beginning and end dates of employment, number of Workweeks during the Class Period, number of Pay Periods during the PAGA Period, and other information necessary to mail the Class Notice.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources,

methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

- 1.11. “Class Notice” means the Court Approved Notice of Class Action Settlement and hearing date for Final Court Approval, to be mailed to Class Members in English, in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12. “Class Period” or “Settlement Class Period” means the period from March 1, 2022, through February 28, 2026.
- 1.13. “Class Representative” means the named Plaintiff in the Action seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representative Service Payment” means the payment of \$5,000.00 to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Los Angeles.
- 1.16. “Defendant” means Bureau Veritas Commodities and Trade, Inc.
- 1.17. “Defense Counsel” means Littler Mendelson P.C.
- 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21. “Gross Settlement Amount” or “GSA” means \$160,000.00, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below.
- 1.22. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

- 1.23. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.
- 1.24. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.25. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.26. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.27. “Net Settlement Amount” or “NSA” means Gross Settlement Amount, less the following payments in the amount approved by the Court: Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, the Administration Expenses Payment, Individual PAGA Payments, and the LWDA PAGA Payment.
- 1.28. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.29. “Operative Complaint” means the operative First Amended Complaint filed in the Action on August 29, 2024.
- 1.30. “Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period from May 22, 2023, through February 28, 2026.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.)
- 1.33. “PAGA Notice” means Plaintiff’s May 22, 2024, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the LWDA in settlement of the Released PAGA Claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Plaintiff” means Nelson Bondad, the named plaintiff in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

- 1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval of the Class Action and PAGA Settlement.
- 1.39. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.
- 1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.
- 1.41. "Released Parties" means Defendant and its present and former parent companies, subsidiaries, divisions, related entities, or affiliated companies, and their officers, directors, employees, agents, attorneys, insurers, re-insurers, successors and assigns.
- 1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. "Response Deadline" means 60 days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45. "Workweek" means any week during which a Class Member worked for Defendant for at least one day during the Class Period.

2. RECITALS.

- 2.1. On May 22, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) failure to pay minimum wages; (2) failure to pay wages and overtime under Labor Code § 510; (3) meal-period liability under Labor Code § 226.7; (4) rest period liability under Labor Code § 226.7; (5) reimbursement of necessary expenditures under Labor Code § 2802; (6) violation of Labor Code § 226(a); (7) failure to keep required payroll records under Labor Code §§ 1174 and 1174.5; (8) penalties pursuant to Labor Code § 203; and (9) violation of Business & Professions Code § 17200, *et seq.* On May 22, 2024, Plaintiff gave timely notice to the LWDA and Defendant that Plaintiff intended to proceed with a representative action under PAGA (LWDA-CM-1028957-24) pursuant to Labor Code § 2699.3, subd.(a). On August 29, 2024, Plaintiff filed the First Amended Complaint, which added claims for civil penalties under Labor Code § 2698, *et seq.* ("Operative Complaint").

- 2.2. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.
- 2.3. On December 5, 2025, the Parties participated in private mediation before Lonnie Giamela, Esq. After further discussions and negotiations, the Parties were able to reach a settlement in principle.
- 2.4. In advance of mediation, Class Counsel conducted a thorough investigation into the facts of, and applicable law to, the Action. Prior to mediation, Plaintiff also obtained and analyzed a 100% sampling of pay records and 20% of time records for the putative class and the necessary policy documents through informal discovery to properly evaluate the strength and weaknesses of the claim and engage in meaningful settlement discussions. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116 (2008) ("*Dunk/Kullar*").
- 2.5. The Court has not granted class certification because the Parties engaged in mediation before the class certification stage. The Parties are stipulating to class certification for settlement purposes only.
- 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant will pay the Gross Settlement Amount of One Hundred Sixty Thousand Dollars and Zero Cents (\$160,000.00) on a non-reversionary basis. The Gross Settlement Amount does not include employer payroll taxes owed on the wage portions of the Individual Class Payments, which Defendant will pay separately.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1 To Plaintiff: A Class Representative Service Payment to the Class Representative of not more than \$5,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and/or Aggrieved Employee). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class

Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

- 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which is currently estimated to be \$56,000.00, and a Class Counsel Litigation Expenses Payment of actual and reasonable litigation costs and expenses incurred to prosecute the Action, which is currently estimated not to exceed \$15,000.00. Defendant will not oppose requests for these payments. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment.
- 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$4,990.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$4,990.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- 3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume

full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$16,000.00 to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

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

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant represents that there are approximately 98 Class Members who collectively worked a total of about 10,500 Workweeks during the Class Period, and 64 Aggrieved Employees who worked a total of about 3,400 Pay Periods.

4.2. Class Data. Not later than 14 days after the full execution of this Agreement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 10 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 3 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his, her, or their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were or reasonably could have been alleged based on the facts contained in the Operative Complaint, and (b) all PAGA claims that were or reasonably could have been alleged based on facts contained in Plaintiff's PAGA Notice. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

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

5.2 Release by Participating Class Members: All Participating Class Members release the Released Parties from all claims that were alleged or reasonably could have been alleged based on the facts stated in the Operative Complaint, including claims for: (a) failure to pay minimum wages; (b) failure to pay wages and overtime under Labor Code § 510; (c) meal-period liability under Labor Code § 226.7; (d) rest-period liability under Labor Code § 226.7; (e) reimbursement of necessary business expenditures under Labor Code § 2802; (f) violation of Labor Code § 226(a); (g) failure to keep required payroll records under Labor Code §§ 1174 and 1174.5; (h) penalties pursuant to Labor Code § 203; and (i)

violation of Business & Professions Code § 17200, *et seq.*, including Labor Code sections 201, 202, 203, 204, 210, 225, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, and 2802 (“Released Class Claims”). The Released Class Claims only apply to claims arising during the Class Period.

5.3 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release the Released Parties from any and all claims for civil penalties under PAGA that were alleged or reasonably could have been alleged based on the facts stated in the PAGA Notice, including claims for: (a) failure to pay minimum wages; (b) failure to pay wages and overtime under Labor Code § 510; (c) meal-period liability under Labor Code § 226.7; (d) rest-period liability under Labor Code § 226.7; (e) reimbursement of necessary business expenditures under Labor Code § 2802; (f) violation of Labor Code § 226(a); (g) failure to keep required payroll records under Labor Code §§ 1174 and 1174.5; (h) penalties pursuant to Labor Code § 203; and (i) violation of Business & Professions Code § 17200, *et seq.*, including Labor Code sections 201, 202, 203, 204, 210, 225, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, and 2802 (“Released PAGA Claims”). The Released PAGA Claims only apply to claims arising during the PAGA Period.

6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiff will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approval.

6.1. Plaintiff’s Responsibilities. Plaintiff will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under Dunk/Kullar and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class

Members, the Administrator and/or the Cy Pres Recipient (if any). In their Declaration, Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. Responsibilities of Counsel. Class Counsel will obtain a prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary Approval no later than 16 court days before the hearing, unless otherwise ordered by the Court, and deliver the Court's Preliminary Approval Order to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

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

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

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

7.4. Notice to Class Members.

7.4.1 No later than three (3) calendar days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 7 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation, substantially in the form attached

to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- 7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of validity and authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the Released PAGA Claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.
- 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.
- 7.7 Objections to Settlement.
- 7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class

Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

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

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

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

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

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

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly

Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

- 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 7.8.6 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.
8. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**. Based on its current records, Defendant estimates that there are approximately 98 Class Members who collectively worked a total of 10,500 Workweeks from March 1, 2022 to December 5, 2025. If the number of Workweeks encompassed within the Class Period exceeds 10,500 by more than 10% (i.e. more than an additional 1,050 Workweeks), then Defendant shall have the option to either: (i) increase the GSA on a proportional basis above 10% (i.e. if there is an 11% increase in the number of workweeks during the Class Period, Defendant agrees to increase the GSA by 1%); or (ii) elect to end the Class Period on the date that the number of Workweeks does not exceed 11,550 Workweeks. If the GSA is increased pursuant to this provision, the Class Counsel Fees

payment shall be one-third of the increased GSA. Defendant shall make its election under this provision prior to the filing of the motion for preliminary approval of Settlement.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** Defendant shall have the right to withdraw from this Settlement or terminate this Settlement if more than 10% of the Class Members submit timely requests to opt out of the Settlement. Defendant will be responsible for the Administration Expenses incurred to date upon its election to withdraw from the Settlement. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval").

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

10.2. **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

10.4. **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to

vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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

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

12. ADDITIONAL PROVISIONS.

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

12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of

Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

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

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

To Plaintiff:

D.Law, Inc.

Roman Shkodnik

r.shkodnik@d.law

Emma Geesaman

e.geesaman@d.law

Enoch J. Kim

e.kim@d.law

Bradford Smith

b.smith@d.law

250 N Madison Ave, 2nd Floor

Pasadena, CA 91101

Telephone: (818) 962-6465

Fax: (818) 962-6469

To Defendant:

Littler Mendelson P.C.

David Maoz

dmaoz@littler.com

2049 Century Park East, 6th Floor

Los Angeles, CA 90067

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

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

DATED: 4/10/2026

Signed by:
Nelson Bondad
B3E08DC42004440...
Nelson Bondad

DATED: _____

BY: _____
Name: _____
Title: _____
Bureau Veritas Commodities and Trade, Inc.

DATED: 5/14/2026

D.LAW, INC.

BY: BM St
Roman Shkodnik
Emma Geesaman
Enoch J. Kim
Bradford Smith
Counsel for Plaintiff Nelson Bondad

DATED: _____

Littler Mendelson P.C.

BY: _____
David Maoz
Counsel for Defendant Bureau Veritas Commodities and
Trade, Inc.

DATED:

BY: _____

Nelson Bondad

DATED: May 4 2026

BY:  _____

Name: Cary M. Forgeron

Title: VP / COO

Bureau Veritas Commodities and Trade, Inc.

DATED:

D.LAW, INC.

BY: _____

Roman Shkodnik

Emma Geesaman

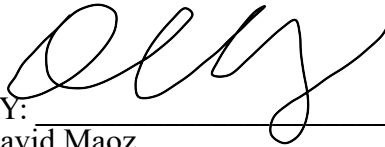
Enoch J. Kim

Bradford Smith

Counsel for Plaintiff Nelson Bondad

DATED: 5/14/26

Little Mendelson P.C.

 _____

David Maoz

Counsel for Defendant Bureau Veritas Commodities and Trade, Inc.

EXHIBIT 2

May 22, 2024

VIA ON-LINE SUBMISSION AND MAIL:

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

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

Bureau Veritas Commodities and Trade, Inc.
16800 Greenspoint Park Drive, Suite 300S
Houston, TX 77061
Certified Mail Tracking Number: 9414 8112 0620 4132 4119 49

Bureau Veritas Commodities and Trade, Inc.
ATTN: BECKY DEGEORGE
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833
Certified Mail Tracking Number: 9414 8112 0620 4132 4264 79

**Re: Labor Code § 2698, *et seq.* Penalties – PAGA Notice Letter to the LWDA
*Nelson Bondad v. Bureau Veritas Commodities and Trade, Inc.***

Gentlepersons:

This office represents Plaintiff Nelson Bondad (“Plaintiff”) and other similarly situated aggrieved employees (collectively “Aggrieved Employees”) for violations of California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq.*

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

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

We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiff and all of their Aggrieved Employees in California. The Class Action Complaint provides the details of Plaintiff’s class-wide claims and claims under



the Act, and the applicable California law governing them. It, along with this Notice Letter, addresses in detail numerous violations that subject Defendants to civil and statutory penalties under the Act.

Relevant Facts

Plaintiff was employed by Defendants as a non-exempt hourly employee in California. Aggrieved Employees include all non-exempt hourly employees of Defendants within the state of California from one year prior to the date of this letter and continuing through the present (Plaintiff and Aggrieved Employees are collectively referred to herein as “Aggrieved Employees”).

Aggrieved Employees were consistently required to perform work, off-the-clock, for which they were not paid wages. Specifically, Defendants failed to pay Plaintiff and Employees for all time they actually worked due to Defendants’ common policy and practice of rounding Employee time entries, resulting in detrimental underpayment of wages to Plaintiff and Employees. Moreover, even though Defendants were in possession of and had knowledge of the actual time entries, *i.e.*, time entries down to the exact minute, Defendants detrimentally rounded Plaintiff’s and Employees’ time entries prior to payment of wages, resulting in detrimental underpayment of wages to Plaintiff and Employees. In addition, Defendants required Plaintiff and Employees to remain “on-call” at all times by requiring Plaintiff and Employees to report to work within one hour of being called; this practice substantially restricted Plaintiff and Employees from engaging in private pursuits as Defendants would subject Plaintiff and Employees to discipline and termination for failing to show up when called to work. Moreover, Plaintiff and Employees were not paid for the time that they worked “pre-shift” and “post-shift” by being subject to Defendant’s control before clocking in and after clocking out; for example, upon arrival to work and Defendants’ facilities, and upon leaving work and exiting such facilities, Plaintiff and Employees were required to spend time off-the-clock under the control of and for the benefit of Defendants as Defendants required Plaintiff and Employees to wait in lines in their vehicles prior to checking in with a security officer and prior to having inventory searches completed on their personal vehicles; all such time spent by Plaintiff and Employees while waiting in lines and while waiting for vehicle searches was off-the-clock and unpaid for. Further, Defendants required Plaintiff and Employees, at times, to work over 21 hours in a single shift; however, at times, Plaintiff is informed and believes that Defendants would manually edit Plaintiff’s and Employees’ time entries to not reflect any more than 21 hours worked in a single shift. In addition, Defendants had a common policy and practice of requiring Plaintiff and Employees to clock out prior to the fifth hour of work and for at least 30 minutes, while requiring Plaintiff and Employees to continue working while off-the-clock.

Further, Aggrieved Employees’ unpaid meal periods were systematically interrupted, and Aggrieved Employees were required to work during these mandated, duty-free and unpaid meal periods. The foregoing and uncompensated time was under the direction and control of Defendants.

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

Defendants had a common policy and practice of systemically denying Aggrieved Employees the opportunity to take meal periods in compliance with California Law. Specifically, Aggrieved Employees were denied the opportunity to take timely and duty-free meal periods, of at least 30 minutes, to which they were entitled. Aggrieved Employees’ unpaid meal periods were regularly interrupted by mandatory work-related activities. Additionally, Aggrieved Employees were not



afforded the opportunity to take full 30-minute meal periods as required.

Aggrieved Employees were not provided with meal periods of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal period as part of each work shift; (2) no formal written meal policy that encouraged employees to take their meal periods, or that advised Aggrieved Employees of their meal and rest period rights; (3) Defendants' practice of requiring Aggrieved Employees to continue working through their meal and rest periods due to the excessive workload; and (4) Defendants' systematic policy and practice of exercising and subjecting control over Aggrieved Employees during meal periods by not permitting Aggrieved Employees to leave the business premises without spending further time under Defendants' control to go through the above-described security checks and vehicle inspections.

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

Aggrieved Employees were not reimbursed for business expenses incurred in executing their duties under Defendant's employ. Specifically, Aggrieved Employees were required to use their personal vehicles and personal cellphones with internet usage plans to carry out necessary work duties. Defendants have failed to fully reimburse Aggrieved Employees for these necessary work expenses.

Defendants also consistently failed to issue accurate itemized wage statements as required by Labor Code § 226(a). Specifically, the wage statements given to Aggrieved Employees failed to accurately account for unpaid wages and overtime because their actual hours worked were under-reported due to off the clock work. Additionally, the wage statements given to Aggrieved Employees failed to accurately account for premium pay for deficiently provided meal periods and rest breaks. Moreover, the wage statements given to Aggrieved Employees, by Defendants, failed to include the above requirements enumerated above. Aggrieved Employees' wage statements did not include: the total hours worked in violation of Labor Code § 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each such rate in violation of Labor Code § 226(a)(9).

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Additionally, Defendants failed to pay Aggrieved Employees all wages owed, as detailed above, at the time of their termination or within seventy-two (72) hours of their resignation, as required under Labor Code § 203. Specifically, Aggrieved Employees were not paid all regular and overtime wages because Defendants failed to pay for all hours worked, required off the clock work to the detriment of Aggrieved Employees. Additionally, Defendants failed to pay premium wages owed for unprovided meal periods and rest periods. Defendants' failure to pay said wages within the required time was willful within the meaning of Labor Code § 203.

PAGA Claim Details, Legal Bases for Violations and Penalties:

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

Failure to Pay Minimum Wages

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

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

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

As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also, California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for all hours worked.

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



All hours must be paid at the statutory or agreed rate, or at the minimum rate in the absence of a contractually agreed upon one. The underpayment of wages to Aggrieved Employees is and has been a direct consequence of Defendants' unlawful compensation policies and practices, which applied uniformly to the Aggrieved Employees working at locations and work sites throughout California.

Aggrieved Employees were consistently required to perform work, off-the-clock, for which they were not paid wages. Specifically, Defendants failed to pay Plaintiff and Employees for all time they actually worked due to Defendants' common policy and practice of rounding Employee time entries, resulting in detrimental underpayment of wages to Plaintiff and Employees. Moreover, even though Defendants were in possession of and had knowledge of the actual time entries, *i.e.*, time entries down to the exact minute, Defendants detrimentally rounded Plaintiff's and Employees' time entries prior to payment of wages, resulting in detrimental underpayment of wages to Plaintiff and Employees. In addition, Defendants required Plaintiff and Employees to remain "on-call" at all times by requiring Plaintiff and Employees to report to work within one hour of being called; this practice substantially restricted Plaintiff and Employees from engaging in private pursuits as Defendants would subject Plaintiff and Employees to discipline and termination for failing to show up when called to work. Moreover, Plaintiff and Employees were not paid for the time that they worked "pre-shift" and "post-shift" by being subject to Defendant's control before clocking in and after clocking out; for example, upon arrival to work and Defendants' facilities, and upon leaving work and exiting such facilities, Plaintiff and Employees were required to spend time off-the-clock under the control of and for the benefit of Defendants as Defendants required Plaintiff and Employees to wait in lines in their vehicles prior to checking in with a security officer and prior to having inventory searches completed on their personal vehicles; all such time spent by Plaintiff and Employees while waiting in lines and while waiting for vehicle searches was off-the-clock and unpaid for. Further, Defendants required Plaintiff and Employees, at times, to work over 21 hours in a single shift; however, at times, Plaintiff is informed and believes that Defendants would manually edit Plaintiff's and Employees' time entries to not reflect any more than 21 hours worked in a single shift. In addition, Defendants had a common policy and practice of requiring Plaintiff and Employees to clock out prior to the fifth hour of work and for at least 30 minutes, while requiring Plaintiff and Employees to continue working while off-the-clock.

Further, Aggrieved Employees' unpaid meal periods were systematically interrupted, and Aggrieved Employees were required to work during these mandated, duty-free and unpaid meal periods. The foregoing and uncompensated time was under the direction and control of Defendants.

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

In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). the other Aggrieved Employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes,



including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful, intentional and not in good faith. Further, other Aggrieved Employees are entitled to seek and recover statutory costs.

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

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

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

Defendants have violated Labor Code § 1194 and Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight hours in a workday or in excess of forty hours in any workweek or for the first eight hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve hours in any one day or for hours worked in excess of eight hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked, including by requiring off the clock work as addressed above and by under-reporting actual hours worked. With work shifts generally requiring eight hours or more of work on a given day, this unpaid off the clock work resulted in Aggrieved Employees working past eight hours on a shift or more than forty hours in a week, which required that they be paid at the correct overtime rate of 1.5 times their regular rate.

When considered in combination with the other wage violations addressed above, Aggrieved Employees were not properly compensated, nor were they paid overtime and double time rates for hours worked in excess of 8, 10, and 12 hours in a given day, and/or forty hours in a given week. Defendants did not make available to Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's detriment. Defendants have also violated these provisions by requiring other similarly situated Aggrieved Employees to work through meal



periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties.

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

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

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

Defendants had a common policy and practice of systemically denying Aggrieved Employees the opportunity to take meal periods in compliance with California Law. Specifically, Aggrieved Employees were denied the opportunity to take timely and duty-free meal periods, of at least 30 minutes, to which they were entitled. Aggrieved Employees' unpaid meal periods were regularly interrupted by mandatory work-related activities. Additionally, Aggrieved Employees were not afforded the opportunity to take full 30-minute meal periods as required.

Aggrieved Employees were not provided with duty-free timely meal periods of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal period as part of each work shift; (2) no formal written meal policy that encouraged employees to take their meal periods, or that advised Aggrieved Employees of their meal and rest period rights; (3) Defendants' practice of requiring Aggrieved Employees to continue working through their meal and rest periods due to the excessive workload; and (4) Defendants' systematic policy and practice of exercising and subjecting control over Aggrieved Employees during meal periods by not permitting Aggrieved Employees to leave the business premises without spending further time under Defendants' control to go through the above-described security checks and vehicle inspections.

Defendants also failed to pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided, including by miscalculating any premium payments they did make. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

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

Rest-Break Liability Under Labor Code § 226.7 and Penalties

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

Under *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257, 260 (2016) "[D]uring required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time." As Defendants did not allow Aggrieved Employees to leave the Defendants' location and this is directly at odds with *Augustus*, as it "tethered [employees] by time and policy to a particular location" and therefore fails to relieve employees of all work duties and employer control during rest periods. *Augustus*, 2 Cal.5th at 269.

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

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

Failure to Reimburse for Necessary Business Expenditures in Violation of Labor Code § 2802

Defendants have consistently required Aggrieved Employees to incur necessary business expenses in the execution of their duties under Defendants' employ. Specifically, Aggrieved Employees were required to use their personal vehicles and personal cellphones and internet usage plans to carry out necessary work duties. Defendants have failed to fully reimburse Aggrieved Employees for these necessary work expenses.



Defendants systematically and uniformly failed to reimburse those lawful and necessary work-related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees. Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

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

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

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. The wage statements given to Aggrieved Employees failed to accurately account for unpaid wages, overtime, premium pay for deficiently provided meal periods and rest breaks. Moreover, the wage statements given to Aggrieved Employees, by Defendants, failed to include the above requirements enumerated above. Aggrieved Employees' wage statements did not include: the total hours worked in violation of Labor Code § 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each such rate in violation of Labor Code § 226 (a)(9).

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

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



Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ..."

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

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

Defendants also required Aggrieved Employees to work hours off the clock for which they were not compensated, including during interrupted or otherwise on-duty meal and rest periods. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday as addressed above. Therefore, when Aggrieved Employees received wage statements and pay checks, Defendants did not compensate all hours worked on a timely basis, resulting in Defendants' systematic failure to pay all wages owed to Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204. Additionally, by not providing wage statements as required under Labor Code section 204, Defendants systematically violated Labor Code §§ 204, and 226.

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

In light of the foregoing, Aggrieved Employees seek to recover wages and penalties, interest, fees and costs pursuant to Labor Code §§ 201.3, 210, 218.5, 558, and 1194. In failing to pay Aggrieved Employees minimum wages and overtime, off the clock work, by not providing proper meal and rest periods, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the



wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly, and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Keep Records In Accordance With Labor Code § 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Aggrieved Employees proper wages, overtime, double time, premium pay, etc., and by not recording meal period start and end times, all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the forgoing, Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

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

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the forgoing, Defendants have had a consistent policy of failing to pay all wages earned by and owed to Aggrieved Employees at the time of their termination of within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

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Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201.3, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

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

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

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

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

The Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: §§ 201, 201.3, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, et seq., and 2802, including as follows:

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

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

(c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide the Aggrieved Employees with wage statements or with accurate, itemized wage statements and



failure to maintain employment records for Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...";

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

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

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

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

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

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

Regards,

D.LAW, INC.

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

David Yeremian

Cc: Bureau Veritas Commodities and Trade, Inc., by Certified Mail.
Bureau Veritas Commodities and Trade, Inc., Attn: Becky DeGeorge, by Certified Mail.

D.LAW, INC.
Emil Davtyan (SBN 299363)
Emil@d.law
David Yeremian (SBN 226337)
D.Yeremian@d.law
Roman Shkodnik (SBN 285152)
R.Shkodnik@d.law
Robert Payaslyan (SBN 340331)
R.Payaslyan@d.law
880 East Broadway
Glendale, California 91205
Tel.: (818) 962-6465
Fax: (818) 962-6469

Attorneys for Plaintiff NELSON BONDAD,
on behalf of himself and others similarly situated

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

NELSON BONDAD, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

BUREAU VERITAS COMMODITIES AND
TRADE, INC., a Delaware Corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.:

CLASS ACTION

Assigned for All Purposes To:

Hon.

Dept.:

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7
5. Reimbursement of Necessary Expenditures Under Labor Code § 2802;
6. Violation of Labor Code § 226(a);
7. Failure to Keep Required Payroll Records Under Labor Code §§ 1174, and 1174.5;
8. Penalties Pursuant to Labor Code § 203;
9. Violation of Business & Professions Code § 17200 *et seq.*

DEMAND FOR JURY TRIAL

1. Plaintiff NELSON BONDAD, (hereinafter “Plaintiff”) on behalf of himself and all others similarly situated (collectively, “Employees”) complains of BUREAU VERITAS COMMODITIES AND TRADE, INC., Defendants, and each of them, as follows:

INTRODUCTION

2. Plaintiff brings this action on behalf of himself and all current and former Employees within the State of California who, at any time four (4) years prior to the filing of this lawsuit, are or were employed as non-exempt, hourly employees by BUREAU VERITAS COMMODITIES AND TRADE, INC.; and DOES 1 through 50 (all defendants being collectively referred to herein as “Defendants”). Plaintiff alleges that Defendants, and each of them, violated various provisions of the California Labor Code, relevant orders of the Industrial Welfare Commission (IWC) and California Business & Professions Code, and seeks redress therefore.

3. Plaintiff is a resident of California and during the time period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within the State of California at Defendants' facilities and offices in California. Plaintiff and Employees worked for Defendants in Los Angeles County, and in other nonexempt positions, throughout California, and consistently worked at Defendants' behest without being paid all wages due. More specifically, Plaintiff and Employees were employed by Defendants and worked at Defendants' offices and other facilities where the conduct giving rise to the allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiff was employed by Defendants and (1) shared similar job duties and responsibilities, (2) was subjected to the same policies and practices, and (3) endured similar violations at the hands of Defendants as Employees who served in similar and related positions.

4. Defendants required Plaintiff and Employees to perform work while remaining under Defendants' control while off the clock and during their meal breaks. Defendants thus failed to pay Plaintiff and Employees for all hours worked, and provided them with inaccurate wage statements that prevented Plaintiff and Employees from learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and Employees with lawful meal and rest periods, as Plaintiff and Employees were not provided with the opportunity to take timely, uninterrupted, and

1 duty-free meal and rest periods as required by the Labor Code.

2 THE PARTIES

3 A. The Plaintiff

4 5. Plaintiff NELSON BONDAD has resided in California and during the time period
5 relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within
6 the State of California.

7 B. The Defendants

8 6. Defendant BUREAU VERITAS COMMODITIES AND TRADE, INC. is a
9 Delaware Corporation with its principal executive offices in Houston, Texas, and has been listed
10 as the employer on wage statements issued to Plaintiff during the relevant time period. BUREAU
11 VERITAS COMMODITIES AND TRADE, INC. employed Plaintiff and the Employees in Los
12 Angeles County, including at Defendants' offices and facilities in Torrance, California, and
13 throughout California. Defendants conduct business throughout California.

14 7. The true names and capacities, whether individual, corporate, associate, or
15 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
16 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
17 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
18 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
19 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
20 this Complaint to reflect the true names and capacities of the Defendants designated herein as
21 Does 1 through 50 when their identities become known.

22 8. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
23 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
24 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
25 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
26 all respects as the employers or joint employers of Employees. Defendants, and each of them,
27 exercised control over the wages, hours or working conditions of Employees, or suffered or
28 permitted Employees to work, or engaged, thereby creating a common law employment

1 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
2 employed Employees.

3 **JURISDICTION AND VENUE**

4 9. This Court has jurisdiction over this Action pursuant to California Code of Civil
5 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
6 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
7 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
8 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
9 obligations and liabilities giving rise to this lawsuit occurred at least in part in Los Angeles
10 County and Defendants maintain and operate company offices and facilities in Los Angeles
11 County, and employ Plaintiff and other Class Members in Los Angeles County and throughout
12 California.

13 **FACTUAL BACKGROUND**

14 10. The Employees who comprise the Class and Collective Action, including Plaintiff,
15 are nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
16 Employees who work in nonexempt positions at the direction of Defendants in the State of
17 California. Plaintiff and Employees were not paid by Defendants for all hours worked and were
18 not paid at the appropriate minimum, regular and overtime rates. Specifically, Defendants failed
19 to pay Plaintiff and Employees for all time they actually worked due to Defendants' common
20 policy and practice of rounding Employee time entries, resulting in detrimental underpayment of
21 wages to Plaintiff and Employees. Moreover, even though Defendants were in possession of and
22 had knowledge of the actual time entries, *i.e.*, time entries down to the exact minute, Defendants
23 detrimentally rounded Plaintiff's and Employees' time entries prior to payment of wages,
24 resulting in detrimental underpayment of wages to Plaintiff and Employees. In addition,
25 Defendants required Plaintiff and Employees to remain "on-call" at all times by requiring
26 Plaintiff and Employees to report to work within one hour of being called; this practice
27 substantially restricted Plaintiff and Employees from engaging in private pursuits as Defendants
28 would subject Plaintiff and Employees to discipline and termination for failing to show up when

1 called to work. Moreover, Plaintiff and Employees were not paid for the time that they worked
2 “pre-shift” and “post-shift” by being subject to Defendant’s control before clocking in and after
3 clocking out; for example, upon arrival to work and Defendants’ facilities, and upon leaving work
4 and exiting such facilities, Plaintiff and Employees were required to spend time off-the-clock
5 under the control of and for the benefit of Defendants as Defendants required Plaintiff and
6 Employees to wait in lines in their vehicles prior to checking in with a security officer and prior
7 to having inventory searches completed on their personal vehicles; all such time spent by Plaintiff
8 and Employees while waiting in lines and while waiting for vehicle searches was off-the-clock
9 and unpaid for. Further, Defendants required Plaintiff and Employees, at times, to work over 21
10 hours in a single shift; however, at times, Plaintiff is informed and believes that Defendants
11 would manually edit Plaintiff’s and Employees’ time entries to not reflect any more than 21 hours
12 worked in a single shift. In addition, Defendants had a common policy and practice of requiring
13 Plaintiff and Employees to clock out prior to the fifth hour of work and for at least 30 minutes,
14 while requiring Plaintiff and Employees to continue working while off-the-clock. Plaintiff also
15 contends that Defendants failed to pay Plaintiff and the Class members all wages due and owing,
16 failed to provide meal and rest breaks, and failed to reimburse employees for necessary business
17 expenses, all in violation of various provisions of the California Labor Code and applicable Wage
18 Orders.

19 11. During the course of Plaintiff’s and Employees’ employment with Defendants, they
20 were not paid all wages they were owed, including for all work performed and for all overtime
21 hours worked, and were forced to work during their meal and rest breaks to keep labor budgets
22 low.

23 12. As a matter of Defendants’ uniform Company policy and practice, Plaintiff and
24 Employees were required to work during their meal and rest breaks which were not compensated
25 by Defendants in violation of the California Labor Code. Plaintiff and Employees were also not
26 paid regular wages and overtime for the time they were required to comply with other
27 requirements imposed upon them, which they had to complete while working through their meal
28 and rest breaks and without compensation. As a result, Plaintiff and the Class members worked

1 shifts over eight (8) hours in a day and over forty (40) hours in a work week, but they were not
2 paid at the appropriate overtime rate for all such hours, including by being required to perform
3 work duties and tasks without pay and while off-the-clock. As a result, Plaintiff and Employees
4 worked substantial overtime hours during their employment with Defendants for which they were
5 not compensated, in violation of the California Labor Code, applicable IWC Wage Orders.

6 13. As a result of the above-described daily work demands and pressures to continue
7 working through breaks, and the other wage violations they endured at Defendants' hands,
8 Plaintiff and Employees were not properly paid for all wages earned and for all wages owed to
9 them by Defendants, including when working more than eight (8) hours in any given day and/or
10 more than forty (40) hours in any given week. As a result of Defendants' unlawful policies and
11 practices, Plaintiff and Employees incurred overtime hours worked for which they were not
12 adequately and completely compensated. To the extent applicable, Defendants also failed to pay
13 Plaintiff and Employees at an overtime rate of 1.5 times the regular rate for the first eight hours of
14 the seventh consecutive workday in a week and overtime payments at the rate of 2 times the
15 regular rate for hours worked over eight (8) on the seventh consecutive workday, as required under
16 the Labor Code, applicable IWC Wage Orders.

17 14. Therefore, from at least four (4) years prior to the filing of this lawsuit and
18 continuing to the present, Defendants had a consistent policy or practice of failing to pay Plaintiff
19 and Employees for all hours worked and failing to pay minimum wage for all time worked as
20 required by California Law.

21 15. Additionally from at least four (4) years prior to the filing of this lawsuit and
22 continuing to the present, Defendants had a consistent policy or practice of failing to pay Plaintiff
23 and Employees overtime compensation at premium overtime rates for all hours worked in excess
24 of eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked
25 in excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
26 sections of IWC Wage Orders.

27 16. Additionally from at least four (4) years prior to the filing of this lawsuit and
28 continuing to the present, Defendants have regularly required Plaintiff and Employees to work

1 shifts in excess of five (5) hours without providing them with uninterrupted meal periods of not
2 less than thirty (30) minutes; and shifts in excess of ten (10) hours without providing them with
3 second meal periods of not less than thirty minutes; nor did Defendants pay Employees “premium
4 pay,” *i.e.*, one hour of wages at each Employee’s effective regular rate of pay, for each meal
5 period that Defendants failed to provide or deficiently provided.

6 17. From at least four (4) years prior to the filing of this lawsuit and continuing to the
7 present, Defendants have consistently failed to provide Plaintiff and Employees with paid rest
8 breaks of not less than ten (10) minutes for every work period of four (4) or more consecutive
9 hours or major fraction thereof; nor did Defendant pay Employees premium pay for each day on
10 which requisite rest breaks were not provided or were deficiently provided at one hour of wages at
11 each Employee’s effective regular rate of pay, for each rest period that Defendants failed to
12 provide or deficiently provided.

13 18. From at least four (4) years prior to the filing of this lawsuit and continuing to the
14 present, Defendants have failed to reimburse Plaintiff and Employees for expenses necessarily
15 incurred in the performance of their job duties for Defendants including, but not limited to, cost of
16 vehicle mileage and personal cell phone and internet usage which were necessary to perform their
17 duties under Defendants’ employ in violation of Labor Code § 2802.

18 19. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
19 continuing to the present, Defendants have consistently failed to provide Employees with timely,
20 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

21 20. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
22 continuing to the present, Defendants have consistently failed to keep accurate time and wage
23 records as required by California wage-and-hour laws.

24 21. Additionally, from at least four (4) years prior to filing this lawsuit and continuing
25 to the present, Defendants have had a consistent policy of failing to pay all wages due and owed to
26 Employees at the time of their termination or within seventy-two (72) hours of their resignation, as
27 required by California wage-and-hour laws.

28 22. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor

Code §§ 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198.5, 1199, and 2802.

23. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff and Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have enjoyed from their violations of Labor Code.

CLASS ALLEGATIONS

24. Plaintiff brings this class action on behalf of herself and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows: all individuals employed by Defendants as non-exempt employees within the State of California at any time within four (4) years of the filing of this lawsuit.

25. Further, Plaintiff seeks to represent the following Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

b. Subclass 2. Wages and Overtime Subclass. All Class members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week.

c. Subclass 3. Meal Period Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to provide timely unpaid 30-minute uninterrupted and duty-free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

d. Subclass 4. Rest Break Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

e. Subclass 5. Payroll Records Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

f. Subclass 6. Wage Statement Subclass. All Class members who, within the

1 applicable limitations period, were not provided with accurate itemized wage statements.

2 g. Subclass 7. Failure to Reimburse for Necessary Business Expenditures Subclass.

3 All Class members who were subject to Defendants failing to reimburse for expenses necessarily
4 incurred in the performance of Employees' job duties for Defendants which were necessary to
5 perform their duties under Defendants' employ.

6 h. Subclass 8. Termination Pay Subclass. All Class members who, within the
7 applicable limitations period, either voluntarily or involuntarily separated from their employment
8 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
9 termination or separation.

10 i. Subclass 9. UCL Subclass. All Class members who are owed restitution as a result
11 of Defendants' business acts and practices, to the extent such acts and practices are found to be
12 unlawful, deceptive, and/or unfair.

13 26. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
14 modify the class description with greater particularity or further division into subclasses or
15 limitation to particular issues.

16 27. This action has been brought and may properly be maintained as a class action
17 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
18 of interest in litigation and proposed class is easily ascertainable.

19 **A. Numerosity**

20 28. The potential members of the class as defined are so numerous that joinder of all
21 the members of the class is impracticable. While the precise number of class members has not
22 been determined at this time, Plaintiff is informed and believes that Defendants employ or, during
23 the time period relevant to this lawsuit, employed more than 100 non-exempt individuals within
24 the State of California.

25 29. Accounting for employee turnover during the relevant time period increases this
26 number substantially. Plaintiff alleges that Defendants' employment records will provide
27 information as to the number and location of all class members.

28 ///

1 **B. Commonality**

2 30. There are questions of law and fact common to the class that predominate over any
3 questions affecting only individual class members. These common questions of law and fact
4 include:

- 5 a. Whether Defendants failed to pay Employees minimum wages;
6 b. Whether Defendants failed to pay Employees wages for all hours worked;
7 c. Whether Defendants failed to pay Employees overtime as required under Labor
8 Code § 510;
9 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
10 IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay
11 in lieu thereof;
12 e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
13 Orders, by failing to provide Employees with requisite rest breaks or premium pay in lieu thereof;
14 f. Whether Defendants violated Labor Code § 226(a);
15 g. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
16 h. Whether Defendants failed to reimburse Employees for necessary business
17 expenses;
18 i. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
19 wages and compensation due and owing at the time of termination or separation of employment;
20 j. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
21 k. Whether Employees are entitled to equitable relief pursuant to Business and
22 Professions Code § 17200 *et seq.*

23 **C. Typicality**

24 31. The claims of the named plaintiff are typical of those of the other Employees.
25 Employees all sustained injuries and damages arising out of and caused by Defendants' common
26 course of conducts in violation of statutes, as well as regulations that have the force and effect of
27 law, as alleged herein.

28 ///

1 **D. Adequacy of Representation**

2 32. Plaintiff will fairly and adequately represent and protect the interest of Employees.
3 Counsel who represents Employees are experienced and competent in litigating employment class
4 actions.

5 **E. Superiority of Class Action**

6 33. A class action is superior to other available means for the fair and efficient
7 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
8 questions of law and fact common to all employees predominate over any questions affecting only
9 individual employees. Each employee has been damaged and is entitled to recovery by reason of
10 Defendants' illegal policies or practices of failing to compensate Employees properly.

11 34. Class action treatment will allow those persons similarly situated to litigate their
12 claims in the manner that is most efficient and economical for the parties and the judicial system.
13 Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

14 **FIRST CAUSE OF ACTION**

15 **FAILURE TO PAY MINIMUM WAGES**

16 **(Against All Defendants)**

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

19 36. Defendants failed to pay Employees minimum wages for all hours worked.
20 Defendants had a consistent policy of misstating Employees' time records and failing to pay
21 Employees for all hours worked. Employees would work hours and not receive wages, including
22 as alleged above in connection with working during meal breaks, and worked "pre-shift" and
23 "post-shift" without compensation by being subject to Defendant's control before clocking in and
24 after clocking out. Specifically, Defendants failed to pay Plaintiff and Employees for all time
25 they actually worked due to Defendants' common policy and practice of rounding Employee
26 time entries, resulting in detrimental underpayment of wages to Plaintiff and Employees.
27 Moreover, even though Defendants were in possession of and had knowledge of the actual time
28 entries, *i.e.*, time entries down to the exact minute, Defendants detrimentally rounded Plaintiff's

1 and Employees' time entries prior to payment of wages, resulting in detrimental underpayment of
2 wages to Plaintiff and Employees. In addition, Defendants required Plaintiff and Employees to
3 remain "on-call" at all times by requiring Plaintiff and Employees to report to work within one
4 hour of being called; this practice substantially restricted Plaintiff and Employees from engaging
5 in private pursuits as Defendants would subject Plaintiff and Employees to discipline and
6 termination for failing to show up when called to work. Moreover, Plaintiff and Employees were
7 not paid for the time that they worked "pre-shift" and "post-shift" by being subject to
8 Defendant's control before clocking in and after clocking out; for example, upon arrival to work
9 and Defendants' facilities, and upon leaving work and exiting such facilities, Plaintiff and
10 Employees were required to spend time off-the-clock under the control of and for the benefit of
11 Defendants as Defendants required Plaintiff and Employees to wait in lines in their vehicles prior
12 to checking in with a security officer and prior to having inventory searches completed on their
13 personal vehicles; all such time spent by Plaintiff and Employees while waiting in lines and
14 while waiting for vehicle searches was off-the-clock and unpaid for. Further, Defendants required
15 Plaintiff and Employees, at times, to work over 21 hours in a single shift; however, at times,
16 Plaintiff is informed and believes that Defendants would manually edit Plaintiff's and
17 Employees' time entries to not reflect any more than 21 hours worked in a single shift. In
18 addition, Defendants had a common policy and practice of requiring Plaintiff and Employees to
19 clock out prior to the fifth hour of work and for at least 30 minutes, while requiring Plaintiff and
20 Employees to continue working while off-the-clock. Moreover, Defendants did not pay Plaintiff
21 and Employees at the applicable minimum wage for all hours worked. Defendants' uniform
22 pattern of unlawful wage and hour practices manifested, without limitation, applicable to the
23 Class as a whole, as a result of implementing a uniform policy and practice that denied accurate
24 compensation to Plaintiff and the other members of the Class as to minimum wage pay.

25 37. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
26 states:

27 The minimum wage for employees fixed by the commission is the minimum
28 wage to be paid to employees, and the payment of a less wage than the
minimum so fixed is unlawful.

1 38. The applicable minimum wages fixed by the commission for work during the
2 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
3 therefore entitled to double the minimum wage during the relevant period.

4 39. The minimum wage provisions of California Labor Code are enforceable by private
5 civil action pursuant to California Labor Code § 1194(a) which states:

6 Notwithstanding any agreement to work for a lesser wage, any employee
7 receiving less than the legal minimum wage or the legal overtime
8 compensation applicable to the employee is entitled to recover in a civil
9 action the unpaid balance of the full amount of this minimum wage or
overtime compensation, including interest thereon, reasonable attorney's
fees and costs of suit.

10 40. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
11 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

12 41. California Labor Code § 1194.2 also provides for the following remedies:

13 In any action under Section 1194 . . . to recover wages because of the
14 payment of a wage less than the minimum wages fixed by an order of the
15 commission, an employee shall be entitled to recover liquidated damages in
an amount equal to the wages unlawfully unpaid and interest thereon.

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

19 43. Wherefore, Employees are entitled to recover the unpaid minimum wages
20 (including double minimum wages), liquidated damages in an amount equal to the minimum
21 wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant
22 to California Labor Code § 1194(a).

23 **SECOND CAUSE OF ACTION**

24 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

25 **(Against All Defendants)**

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

28 ///

45. By their conduct, as set forth herein, Defendants violated California Labor Code § 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked including time off the clock working “pre-shift” and “post-shift” without compensation by being subject to Defendant’s control before clocking in and after clocking out. Specifically, Defendants failed to pay Plaintiff and Employees for all time they actually worked due to Defendants’ common policy and practice of rounding Employee time entries, resulting in detrimental underpayment of wages to Plaintiff and Employees. Moreover, even though Defendants were in possession of and had knowledge of the actual time entries, *i.e.*, time entries down to the exact minute, Defendants detrimentally rounded Plaintiff’s and Employees’ time entries prior to payment of wages, resulting in detrimental underpayment of wages to Plaintiff and Employees. In addition, Defendants required Plaintiff and Employees to remain “on-call” at all times by requiring Plaintiff and Employees to report to work within one hour of being called; this practice substantially restricted Plaintiff and Employees from engaging in private pursuits as Defendants would subject Plaintiff and Employees to discipline and termination for failing to show up when called to work. Moreover, Plaintiff and Employees were not paid for the time that they worked “pre-shift” and “post-shift” by being subject to Defendant’s control before clocking in and after clocking out; for example, upon arrival to work and Defendants’ facilities, and upon leaving work and exiting such facilities, Plaintiff and Employees were required to spend time off-the-clock under the control of and for the benefit of Defendants as Defendants required Plaintiff and Employees to wait in lines in their vehicles prior to checking in with a security officer and prior to having inventory searches completed on their personal vehicles; all such time spent by Plaintiff and Employees while waiting in lines and while waiting for vehicle searches was off-the-clock and unpaid for. Further, Defendants required

1 Plaintiff and Employees, at times, to work over 21 hours in a single shift; however, at times,
2 Plaintiff is informed and believes that Defendants would manually edit Plaintiff's and
3 Employees' time entries to not reflect any more than 21 hours worked in a single shift. In
4 addition, Defendants had a common policy and practice of requiring Plaintiff and Employees to
5 clock out prior to the fifth hour of work and for at least 30 minutes, while requiring Plaintiff and
6 Employees to continue working while off-the-clock. Plaintiff and Employees regularly worked
7 over 8 hours on a given day without receiving overtime compensation.

8 46. Defendants' failure to pay compensation in a timely fashion also constituted a
9 violation of California Labor Code § 204, which requires that all wages shall be paid
10 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
11 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
12 and overtime compensation earned by Employees. Each such failure to make a timely payment of
13 compensation to Employees constitutes a separate violation of California Labor Code § 204.

14 47. From four (4) years prior to the filing of this lawsuit to the present, in direct
15 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
16 and overtime compensation earned by Employees. Each such failure to make a timely payment of
17 compensation to Employees constitutes a separate violation of California Labor Code § 204.

18 48. Employees have been damaged by these violations of California Labor Code §§
19 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

20 49. Consequently, pursuant to California Labor Code §§ 201.3, 204, 510, and 1194
21 (and the relevant orders of the Industrial Welfare Commission), Defendants are liable to
22 Employees for the full amount of all their unpaid wages and overtime compensation, with
23 interest, plus their reasonable attorneys' fees and costs.

24 **THIRD CAUSE OF ACTION**

25 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

26 **(Against All Defendants)**

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

1 51. Employees regularly worked shifts greater than five (5) hours and greater than ten
2 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of
3 more than five (5) hours without providing him or her with a meal period of not less than thirty
4 (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second
5 meal period of not less than thirty (30) minutes.

6 52. Defendants failed to provide Employees with meal periods as required under the
7 Labor Code. Employees were consistently required to work through their meal periods which they
8 were consistently denied. Employees were also required to take meal periods after working
9 beyond the five (5) hour shifts. During meal periods, Employees would be disrupted or interrupted
10 by Defendants with work related requests and communications. Plaintiff and Employees were
11 also, at times, not permitted to take full and complete thirty-minute meal periods, and otherwise
12 took meal periods shorter than thirty minutes in length, due to the control and workload exercised
13 upon Employees by Defendants. Furthermore, Employees were regularly required to work for
14 more than 10 hours in a given shift without receiving a second uninterrupted thirty (30) minute
15 meal period as required by law.

16 53. Moreover, Defendants failed to compensate Employees for each meal period not
17 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
18 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
19 employee a meal period in accordance with this section, the employer shall pay the employee one
20 hour of pay at the employee's regular rate of compensation for each workday that the meal period
21 is not provided. Defendants failed to compensate Plaintiff and Employees for each meal period not
22 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
23 20 of the applicable IWC Wage Order.

24 54. Therefore, pursuant to Labor Code § 226.7, Plaintiff and Employees are entitled to
25 damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each
26 meal period not provided or deficiently provided, a sum to be proven at trial. Plaintiff and
27 Employees are also entitled to prejudgment interest for such damages.

28 ///

FOURTH CAUSE OF ACTION
REST-BREAK LIABILITY UNDER LABOR CODE § 226.7
(Against All Defendants)

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

56. Plaintiff and Employees consistently worked over three-and-one-half (3.5) hour and six (6) hour shifts. At times, Employees worked over ten (10) hours in a single workday. Pursuant to the Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift or major fraction thereof.

57. Defendants failed to provide Employees with timely rest breaks of not less than ten (10) minutes for each consecutive four (4) hours of work, or major fraction thereof, when Employees worked over three-and-one-half (3.5) hours in a workday. In addition, when Plaintiff and Employees did receive the opportunity to take rest periods, Defendants did not permit Plaintiff and Employees to leave the work premises. Further, Defendants would interrupt Plaintiff and Employees during rest periods with work related requests and communications.

58. Additionally, under *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257, 260 (2016) “[D]uring required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their time.” Defendants did not allow Employees to leave the Defendants’ location and this is directly at odds with *Augustus*, as it “tethered [employees] by time and policy to a particular location” and therefore fails to relieve employees of all work duties and employer control during rest periods. *Augustus*, 2 Cal.5th at 269.

59. Moreover, Defendants failed to compensate Employees for each rest period not provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee a rest period in accordance with this section, the employer shall pay the employee one hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided. Defendants failed to compensate Plaintiff and Employees for each rest period not provided or

1 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage
2 Order.

3 60. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
4 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
5 worked without the required rest breaks, a sum to be proven at trial. Plaintiff and Employees are
6 also entitled to prejudgment interest for such damages.

7 **FIFTH CAUSE OF ACTION**
8 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**
9 **IN VIOLATION OF LABOR CODE § 2802**

10 **(Against All Defendants)**

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

13 62. Under Labor Code § 2802(a) an employer must indemnify its employees for all
14 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
15 of his or her duties, or of his or her obedience to the directions of the employer.

16 63. Employees incurred necessary expenditures in the performance of their job duties
17 for Defendants, namely the cost of vehicle mileage and personal cell phone and internet usage,
18 which were necessary to perform their duties under Defendants' employ. From four (4) years prior
19 to the original filing of this lawsuit and continuing to the present, Defendants consistently failed to
20 reimburse Employees for these necessarily incurred business expenses.

21 64. As a result of the unlawful acts of Defendants, Employees have been deprived of
22 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
23 plus interest and penalties thereon, attorneys' fees, and costs.

24 **SIXTH CAUSE OF ACTION**
25 **VIOLATION OF LABOR CODE § 226(a)**

26 **(Against All Defendants)**

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

1 66. California Labor Code § 226(a) requires an employer to furnish each of his or her
2 employees with an accurate, itemized statement in writing showing inclusive dates of the pay
3 period, the gross and net earnings, total hours worked, and the corresponding number of hours
4 worked at each hourly rate. In addition, Labor Code § 226(a) requires that the wage statement
5 depict “the name and address of the legal entity that is the employer[.]” These statements must be
6 appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the
7 employee’s wages; or, if wages are paid by cash or personal check, these statements may be given
8 to the employee separately from the payment of wages. In either case the employer must give the
9 employee these statements twice a month or each time wages are paid.

10 67. Defendants failed to provide Employees with accurate itemized wage statements in
11 writing, as required by the Labor Code. Specifically, the wage statements given to Employees by
12 Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal
13 periods and rest breaks, all of which Defendants knew or reasonably should have known were
14 owed to Employees, as alleged hereinabove. Moreover, Employees’ wage statements did not
15 include: the total hours worked in violation of Labor Code § 226(a)(2) and failed to accurately set
16 forth all applicable hourly rates in effect during the pay period and the corresponding number of
17 hours worked at each such rate in violation of Labor Code § 226 (a)(9). The wage statements
18 provided to Employees were confusing and required Employees to engage in discovery and refer
19 to outside sources to verify whether their pay was correct and potentially resulting in a
20 miscalculation by the Employees.

21 68. As a direct and proximate cause of Defendants’ violation of Labor Code § 226(a),
22 Employees suffered injuries, including among other things confusion over whether they received
23 all wages owed them, the difficulty and expense involved in reconstructing pay records, and
24 forcing them to make mathematical computations to analyze whether the wages paid in fact
25 compensated them correctly for all hours worked.

26 69. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
27 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
28 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not

1 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
2 award of costs and reasonable attorneys' fees.

3 70. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
4 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
5 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each
6 employee for each pay period.

7 71. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and
8 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be
9 shown according to proof. Plaintiff and Employees are also entitled to an award of costs and
10 reasonable attorneys' fees.

11 **SEVENTH CAUSE OF ACTION**
12 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174**
13 **and 1174.5**
14 **(Against All Defendants)**

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

17 73. California Labor Code § 1174 requires that all employers shall keep accurate time
18 and wage records for all employees. California Labor Code § 1174.5 further requires that any
19 employee suffering injury due to a willful violation of the aforementioned obligations may seek
20 damages, including civil penalties, from the employer.

21 74. During the course of Plaintiff's and Employees' employment, Defendants
22 consistently failed to maintain accurate time and wage records for Plaintiff and Employees as
23 required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages,
24 overtime, and premium pay as discussed above.

25 75. Defendants are also required by California Labor Code § 1198 and the applicable
26 Wage Order to maintain a tracking system that accurately records the times at which Employees
27 works.

28 76. Defendants have maintained a common unlawful policy and practice of failing to

1 accurately record meal breaks. At all times relevant hereto, Defendants had maintained an
2 unlawful uniform policy and practice of editing the time records entered by its Employees to
3 change the actual meal break times recorded by the employee, in order to make it appear as though
4 Defendants' Employees took timely and compliant meal breaks.

5 77. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
6 knew wages to be due but failed to pay them.

7 78. Accordingly, Defendants are liable for civil penalties pursuant to the California
8 Labor Code including §§ 1174.5 for the three (3) years prior to the filing of this Complaint.

9 **EIGHTH CAUSE OF ACTION**
10 **VIOLATION OF LABOR CODE § 203**
11 **(Against All Defendants)**

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

14 80. Numerous Employees are no longer employed by Defendants; they either quit
15 Defendants' employ or were fired therefrom.

16 81. Defendants failed to pay these Employees all wages due and certain at the time of
17 termination or within seventy-two (72) hours of resignation.

18 82. The wages withheld from these Employees by Defendants remained due and owing
19 for more than thirty (30) days from the date of separation of employment.

20 83. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
21 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
22 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
23 to thirty (30) days from the date they were due. Plaintiff and Employees are also entitled to an
24 award of costs and reasonable attorneys' fees.

25 **NINTH CAUSE OF ACTION**
26 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.**
27 **(Against All Defendants)**

28 84. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in

1 full herein.

2 85. Plaintiff, on behalf of herself, Employees, and the general public, brings this claim
3 pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in
4 this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the
5 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
6 meaning of Code of Civil Procedure § 1021.5.

7 86. Plaintiff is a “person” within the meaning of Business & Professions Code § 17204,
8 has suffered injury, and therefore has standing to bring this cause of action for injunctive relief,
9 restitution, and other appropriate equitable relief.

10 87. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
11 business practices.

12 88. Wage-and-hour laws express fundamental public policies. Paying employees their
13 wages and overtime, providing them with meal and rest periods, etc., are fundamental public
14 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
15 to enforce minimum labor standards, to ensure that employees are not required or permitted to
16 work under substandard and unlawful conditions, and to protect law-abiding employers and their
17 employees from competitors who lower costs to themselves by failing to comply with minimum
18 labor standards.

19 89. Defendants have violated statutes and public policies. Through the conduct alleged
20 in this Complaint, Defendants have acted contrary to these public policies, have violated specific
21 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
22 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff,
23 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
24 guaranteed to all employees under the law.

25 90. Defendants’ conduct, as alleged hereinabove, constitutes unfair competition in
26 violation of the Business & Professions Code § 17200 *et seq.*

27 91. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
28 overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable

1 care should have known that their conduct was unlawful. Therefore, Defendants' conduct violates
2 the Business & Professions Code § 17200 *et seq.*

3 92. As a proximate result of the above-mentioned acts of Defendants, Employees have
4 been damaged, in a sum to be proven at trial.

5 93. Unless restrained by this Court, Defendants will continue to engage in such
6 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
7 should make such orders or judgments, including the appointment of a receiver, as may be
8 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
9 deceptive practice prohibited by the Business & Professions Code, including but not limited to the
10 disgorgement of such profits as may be necessary to restore Employees to the money Defendants
11 have unlawfully failed to pay.

12 RELIEF REQUESTED

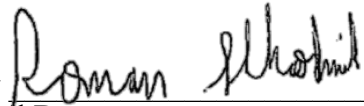
13 WHEREFORE, Plaintiff prays for the following relief:

- 14 1. For an order certifying this action as a class action;
- 15 2. An order that Plaintiff be appointed class representative;
- 16 3. An order that counsel for Plaintiff be appointed class counsel;
- 17 4. For compensatory damages in the amount of the unpaid minimum wages for work
18 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
19 the filing of this action, as may be proven;
- 20 5. For liquidated damages in the amount equal to the unpaid minimum wage and
21 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 22 6. For compensatory damages in the amount of the hourly wage made by Employees
23 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
24 years prior to the filing of this action, as may be proven;
- 25 7. For compensatory damages in the amount of the hourly wage made by Employees
26 for each day requisite rest breaks were not provided or were deficiently provided where no
27 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
28 be proven;

8. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
9. For penalties pursuant to Labor Code § 226.3, as may be proven;
10. For penalties pursuant to Labor Code § 203 for all Employees who quit or were fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
11. For penalties pursuant to Labor Code § 1174.5, as may be proven;
12. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.*, including disgorgement or profits, as may be proven;
13. For compensatory damages in the amount of all previously unreimbursed business expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants from four (4) years prior to the original filing of this action, as may be proven;
14. For an order enjoining Defendants and their agents, servants, and employees, and all persons acting under, in concert with, or for them, from acting in derogation of any rights or duties adumbrated in this Complaint;
15. For all general, special, and incidental damages as may be proven;
16. For an award of pre-judgment and post-judgment interest;
17. For an award providing for the payment of the costs of this suit;
18. For an award of attorneys' fees; and
19. For such other and further relief as this Court may deem proper and just.

DATED: May 22, 2024

D.LAW, INC.

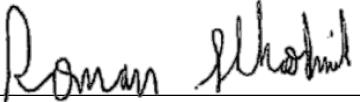
By 
Emil Davtyan
David Yeremian
Roman Shkodnik
Robert Payaslyan
Attorneys for Plaintiff NELSON BONDAD
and the putative class

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.

DATED: May 22, 2024

D.LAW, INC.

By 

Emil Davtyan

David Yeremian

Roman Shkodnik

Robert Payaslyan

Attorneys for Plaintiff NELSON BONDAD
and the putative class

EXHIBIT 3