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Attorneys for Plaintiff KATHERINE VERGARA POLANCO

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

KATHERINE VERGARA POLANCO, an
individual and on behalf of all others similarly
situated;

Plaintiff,

vs.

ESCALETTE, LLC, a California corporation;
and DOES 1 through 50,

Defendants.

Case No.: 30-2024-01407947-CU-OE-CXC

[Assigned for All Purposes to:
Hon. William Claster, Dept. CX101]

**DECLARATION OF WILLIAM C. SUNG
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

(Filed concurrently with Motion for
Preliminary Approval; Supporting
Declarations; and [Proposed] Order)

DATE: March 27, 2026
TIME: 9:00 a.m.
DEPT: CX101
Reservation ID: 74782880

Action Filed: June 18, 2024
Trial Date: Not Set

1 I, William C. Sung, hereby declare as follows:

2 1. I am an attorney licensed to practice law in the state of California and have been
3 admitted to practice before this Court. I am an attorney with the law firm of Justice for Workers,
4 P.C., counsel of record for Plaintiff Katherine Vergara Polanco (“Plaintiff”) in this action. I am lead
5 counsel for Plaintiff in this case and I have personal knowledge of the matters stated herein and if
6 called and sworn as a witness, I would and could competently testify under oath thereto.

7 **ATTORNEY QUALIFICATIONS**

8 2. My qualifications are as follow: I received my J.D. from the University of Southern
9 California Gould School of Law in 2011. During law school, I served as the Senior Content Editor
10 on the Southern California Law Review where I published the article: *Taking the Fight Back to Title*
11 *VII: A Case for Redefining “Because of Sex” to Include Gender Stereotypes, Sexual Orientation,*
12 *and Gender Identity*, Southern California Law Review, Volume 84:2 (Jan. 2011). During law
13 school, I also served as a judicial extern to U.S. Ninth Circuit Judge, Hon. Kim M. Wardlaw, and
14 U.S. Bankruptcy Court Judge, Hon. Ernest M. Robles; served as a law clerk to the General Counsel
15 of JM Eagle; and participated in the law school’s Employer Legal Advice Clinic.

16 3. After passing the California Bar, in December 2011, I began practicing management-
17 side employment law at the Los Angeles office of Lewis Brisbois Bisgaard & Smith LLP
18 (“LBBS”). In 2013, I began focusing my practice at Lewis Brisbois on representing employers in
19 wage and hour class and PAGA action lawsuits. In January 2017, I was elevated to the position of
20 partner and vice chair of Lewis Brisbois’ Wage & Hour Class Action Practice Group. In November
21 2020, I was elevated as the co-chair of Lewis Brisbois Wage & Hour Class Action Practice Group,
22 becoming one of the youngest attorneys to chair a practice group at Lewis Brisbois. In January
23 2022, I was voted in as an equity partner, becoming one of the youngest equity partners and the
24 third Asian American equity partner in the history of this 1,500-attorney firm. During my tenure as
25 a wage and hour class action defense attorney, I have represented employers in over 80 wage and
26 hour class and/or PAGA action lawsuits, where I have served as lead defense counsel or primary
27 handling attorney and in which final settlement approval was granted, I tried the case to verdict, or I
28 obtained a denial of motion for class certification.

1 4. In July 2023, I joined Justice for Workers, P.C. (“JFW”) and began heading its
2 Complex Litigation Practice Group where I focus my practice on representing employees in wage
3 and hour class and PAGA action lawsuits.

4 5. In my current practice at JFW, I serve as the lead plaintiff’s counsel on over 100
5 pending class and/or PAGA actions. In addition to this matter, my team and I have resolved over 65
6 other class and/or PAGA actions at mediation. The following are cases in which I have received
7 final approval of class action and/or PAGA settlement and I was appointed as class and/or PAGA
8 counsel: *Cesar Tate v. St. Distributing Co., LLC*, Los Angeles Superior Court Case No.
9 23STCV22743, final approval of class/PAGA settlement granted on February 11, 2026; *Andrew*
10 *Carmona v. Western Holdings Group dba Los Angeles Property Management Group*, Los Angeles
11 Superior Court, Case No. 23STCV24028, final approval of class/PAGA settlement granted on
12 January 29, 2026; *Poul Bedri v. City of Hope National Medical Center*, Los Angeles Superior
13 Court, Case No. 23STCV23713, final approval of class/PAGA settlement granted on January 28,
14 2026; *Irene Eunhee Ikuta v. TAKEE International, Inc.*, Los Angeles Superior Court, Case No.
15 23STCV21120, final approval of class/PAGA settlement granted on January 22, 2026; *Amourafina*
16 *Burton v. Trove Recommerce, Inc.*, San Mateo Superior Court, Case No. 23-CIV-06108, final
17 approval of class/PAGA settlement granted on January 9, 2026; *Shayne Werber v. Teleferic*
18 *Barcelona*, Los Angeles Superior Court Case No. 23STCV25517, final approval of class/PAGA
19 settlement granted on December 17, 2025; *Linda Salazar Ayala v. Applied Membranes, Inc.*, San
20 Diego Superior Court Case No. 37-2023-00054420-CU-OE-CTL, final approval of class/PAGA
21 settlement granted on December 5, 2025; *Hai Luu v. Cambro Manufacturing Co.*, Orange County
22 Superior Court, Case No. 30-2024-01389852-CU-OE-CXC, approval of PAGA settlement granted
23 on November 7, 2025; *Justin Le, et al. v. Dragonfly Tea Bar LLC, et al.*, Los Angeles Superior
24 Court Case No. 23STCV26247, final approval of class/PAGA settlement granted on October 29
25 2025; *Ryan Lukman v. Safe Haven Security Services, LLC*, Riverside County Superior Court, Case
26 No. CVRI2400777, final approval of class/PAGA settlement granted on October 1, 2025; *Amaya*
27 *Nelson v. Clair Global Corp.*, Los Angeles Superior Court, Case No. 24STCV14597, final approval
28 of class/PAGA settlement granted on May 22, 2025; *Jose Regalado v. United Markets*, Marin

1 County Superior Court Case No. CV0001169, final approval of class/PAGA settlement granted on
2 August 29, 2025; *Mushfiqur Chowdhury v. CWT US, LLC*, Los Angeles Superior Court Case No.
3 23STCV25373, final approval of class/PAGA settlement granted on August 22, 2025; *Pedro*
4 *Hernandez v. Edmund A. Gray Co.*, Los Angeles Superior Court Case No. 24STCV04118, final
5 approval of class/PAGA settlement granted on August 19, 2025; *Pedro Hernandez v. Steps Apparel*
6 *Group, Inc., et al.*, Los Angeles Superior Court Case No. 23STCV27883, approval of PAGA
7 settlement granted on August 13, 2025; *Doelisha Kelly v. Pan American Properties, Inc.*, Orange
8 County Superior Court Case No. 30-2023-01362739-CU-OE-CXC, approval of PAGA settlement
9 granted on July 11, 2025; *Alexis Bartram v. Lakeshore Learning Materials, LLC*, Los Angeles
10 Superior Court Case No. 23STCV21174, final approval of class/PAGA settlement granted on July
11 3, 2025; *Randall Bachman v. Geodis Logistics LLC*, Riverside Superior Court, Case No.
12 CVRI2400956, final approval of class/PAGA settlement granted on June 25, 2025; *Chinyere*
13 *Ezekwesili v. Vermont HealthCare Center LLC*, Los Angeles Superior Court Case No.
14 24STCV17871, approval of PAGA settlement granted on June 11, 2025; *Jorge Nieto v. Pick-Your-*
15 *Part Auto Wrecking*, Riverside Superior Court Case No. CVRI2402255, approval of PAGA
16 settlement granted on May 29, 2025; *Ted Kim v. Hyundai America Technical Center, Inc.*, San
17 Bernardino Superior Court Case No. CIVSB2326861, approval of PAGA settlement granted on
18 May 21, 2025; *Eric Echeverria v. Fireclay Tile Inc.*, San Benito Superior Court Case No. CU-23-
19 00249, final approval of class/PAGA settlement granted on May 7, 2025; *Isaias Velasco v. Nature's*
20 *Produce*, Los Angeles County Superior Court Case No. 23STCV23811, approval of PAGA
21 settlement granted on April 29, 2025; *Norma Borquez v. Smart Metals Recycling LLC*, Yolo
22 Superior Court Case No. CV2024-0050, final approval of class/PAGA settlement granted on April
23 4, 2025; *Juan Hinojos Campos v. Applied Technology Group, Inc.*, Kern Superior Court Case No.
24 BCV-23-103067, final approval of class/PAGA settlement granted on March 11, 2025; *Dennisha*
25 *Lampkin v. Sunstates Security, Inc.*, Riverside Superior Court Case No. CVRI2305600, final
26 approval of class/PAGA settlement granted on December 18, 2024.

27 6. Tiffany L. Luu, Esq.'s primary practice has been employment law throughout her
28 entire legal career. Ms. Luu handled a number of wage and hour matters, including individual

1 actions and class and/or PAGA actions, on behalf of plaintiffs and defendants. Ms. Luu received her
2 J.D., cum laude, along with her Master of Dispute Resolution, from the Pepperdine University Rick
3 J. Caruso School of Law in 2020. Ms. Luu practiced as a labor and employment associate for the
4 next 3 years representing employers in wage and hour class and/or PAGA actions, including at
5 Lewis Brisbois Bisgaard & Smith LLP and Fisher & Phillips LLP. In January 2024, Ms. Luu joined
6 JFW and as an associate in the Complex Litigation Practice Group, where she focuses her practice
7 on representing employees in wage and hour class and PAGA action lawsuits.

8 7. Joseph C. Ramli, Esq.'s primary practice has been employment law throughout his
9 entire legal career. Mr. Ramli received his J.D. from the Pepperdine University Rick J. Caruso
10 School of Law in 2021. Shortly after passing the California State Bar, Mr. Ramli practiced as a
11 labor and employment associate starting in March 2022 representing employers in wage and hour
12 class and/or PAGA actions, including at Lewis Brisbois Bisgaard & Smith LLP and O'Hagan Meyer
13 LLP. In January 2025, Mr. Ramli joined JFW and as an associate in the Complex Litigation Practice
14 Group, where he focuses his practice on representing employees in wage and hour class and PAGA
15 action lawsuits.

16 8. As counsel for Plaintiff and the proposed Class, I have been intimately involved in
17 this case since its inception and I believe that the proposed class settlement is an excellent result for
18 the Class. Enclosed as **Exhibit 1** is a true and correct copy of the Parties' fully executed Class
19 Action and PAGA Settlement Agreement and Class Notice (the "Settlement" or "Agreement"). The
20 proposed Class Notice is attached to the Agreement as **Exhibit A**.

21 **THE PARTIES AND BRIEF PROCEDURAL HISTORY**

22 9. Defendant owns and operates a high-end OEM plumbing fixtures and fittings
23 manufacturing facility in Costa Mesa, California.

24 10. On June 18, 2024, Plaintiff sent a notice letter under PAGA to the Labor and
25 Workforce Development Agency ("LWDA") and gave notice to Defendants. Enclosed as **Exhibit 2**
26 is a true and correct copy of the June 18, 2024 PAGA Notice.

27 11. On the same day, June 18, 2024, Plaintiff filed the Class Action Complaint, alleging
28 (1) Minimum Wage Violations; (2) Overtime Wage Violations; (3) Meal Period Violations; (4) Rest

1 Period Violations; (5) Wage Statement Penalties; (6) Waiting Time Penalties; and (7) Unfair
2 Competition. On August 21, 2024, Plaintiff filed the First Amended Complaint (“Complaint”)
3 adding a PAGA cause of action.

4 12. As part of the Settlement, the Parties stipulated to the filing of a Second Amended
5 Complaint to add a cause of action for Failure to Reimburse Necessary Business Expenses, and the
6 Court granted leave to amend. Plaintiff filed the operative Second Amended Complaint on October
7 27, 2025. Enclosed as **Exhibit 3** is a true and correct copy of the Second Amended Complaint.

8 **PLAINTIFF’S CLAIMS AND DEFENDANTS’ DEFENSES**

9 13. Plaintiff alleged that Defendant unlawfully rounded Class Members’ time punches to
10 the nearest quarter-hour and automatically deducted 30 minutes of compensable hours worked for
11 meal periods during part of the Class Period. Plaintiff contended that Defendant’s rounding and
12 automatic meal period deduction practices resulted in unpaid wages including overtime. However,
13 Defendant vigorously denied that its practices resulted in unpaid wages. First, Defendant contended
14 that Class Members worked in a manufacturing facility where production operations started at the
15 same time at the beginning of shift, ceased and restarted at the same time during lunch breaks, and
16 ceased at the same time at the end of shift. Therefore, Class Members were permitted to take timely
17 and off-duty meal periods. Defendant further argued that it did not implement any practice to
18 systemically deduct meal periods from employees. Therefore, the rounding and auto deduction
19 policies did not result in unpaid wages. Defendant further argued its rounding policies/practices
20 were lawful, since it was both neutral on its face and resulted, over time, in employees being paid
21 for all hours worked. Defendant also contended that multiple Courts of Appeal have found rounding
22 mechanisms to be lawful under similar circumstances. Additionally, Defendant argued that any
23 potential damages are limited as Defendant ceased both practices in 2024. Defendant argued
24 Plaintiff would be unable to certify a class because of numerous individualized inquiries as to
25 whether Class Members were in fact underpaid, or potentially overpaid, for each workday in
26 question. Finally, as to all claims, Defendant argued that the LWDA conducted its own
27 investigation, including reviewing company records and interviewing multiple Class Members, and
28 found no wrongdoing on the part of Defendant.

1 14. Plaintiff claimed that she and other employees were not provided with compliant
2 meal periods because of operational needs and Defendant failed to keep accurate records of their
3 meal breaks due to the alleged meal period automatic deduction practice. Defendant countered that
4 it has maintained compliant meal period policies and practices throughout the Class Period and
5 always provided compliant meal periods in line with those policies. Defendant further argued that
6 Class Members worked in a manufacturing facility where production operations ceased and
7 restarted at the same time during lunch breaks, and therefore, Class Member were provided with
8 compliant meal period regardless of what time records might show and any deviation was due to
9 Class Members' own volition. As such, Defendant maintained Plaintiff's meal period claim is not
10 suited for class certification since individual inquiries would be needed to assess which employees,
11 if any, took non-compliant meal periods, how many meal periods were non-compliant, and the
12 reasons why a particular employee did not take a meal period on a particular shift and a meal period
13 premium was not paid.

14 15. Plaintiff claims that Class Members were not provided with a third rest break when
15 they worked more than 10 hours in a shift. Defendant counters that they have maintained compliant
16 rest period policies and practices and provided compliant rest periods in line with those policies.
17 Defendant further maintained Plaintiff's rest period claim is not suited for class certification since
18 individual inquiries would be needed to assess which employees, if any, took non-compliant rest
19 periods, how many rest periods were non-compliant, and the reasons why a particular employee did
20 not take a rest period on a particular shift.

21 16. Plaintiff alleged that she and other employees had to use their personal cellphones to
22 communicate for work without reimbursement of cellphone expenses. In response, Defendant
23 argued that Class Members worked in a factory and had no reason to use their personal cellphones.
24 To the extent they used their personal cellphones, it was out of their own convenience and not a
25 reimbursable expense.

26 17. As a result of the alleged unpaid wages and meal and rest period premium wages
27 described above, Plaintiff contended that Defendant failed to comply with its final pay obligations
28 set forth in Labor Code §§ 201 to 203 to former employees and failed to issue accurate itemized

1 wage statements to Class Members as set forth in Labor Code § 226(a). Thus, the claims for waiting
2 time and wage statement penalties are derivative of the underlying claims. Defendants argued that
3 possessed strong, good faith defenses to Plaintiff’s underlying claims and these claims cannot meet
4 the willfulness standard in Labor Code § 203 or the knowing and intentional standard in Labor
5 Code § 226(e). Notably, Defendants relied on the California Supreme Court decision in *Naranjo v.*
6 *Spectrum Security Services, Inc.* (2024) 15 Cal.5th 1056, 1065, which held that an employer’s good-
7 faith defenses precludes a “willfulness” finding under Labor Code § 203 and a “knowing and
8 intentional” finding under Labor Code § 226(e) for the imposition of statutory penalties. Defendant
9 further asserted that Plaintiff’s waiting time and wage statement penalty exposure was inflated as
10 not every employee experienced the alleged Labor Code violations.

11 18. Plaintiff further contended that, as a result of the foregoing Labor Code violations,
12 Defendants are liable for civil penalties under the PAGA. Since Plaintiff’s PAGA claims are
13 derivative of Plaintiff’s underlying wage claims, Defendant asserted the PAGA claim would fail
14 with those claims. *See Price v. Starbucks Corp.* (2011) 192 Cal.App.4th 1136, 1147 (“Because the
15 underlying causes of action fail, the derivative UCL and PAGA claims also fail.”). Defendant
16 further maintained that, given its good faith defenses, this Court would exercise its discretion to
17 substantially reduce any PAGA penalties if it were to find Defendants liable for any of Plaintiff’s
18 claims. *See Lab. Code § 2699(e)(2); Thurman v. Bayshore Transit Mgmt., Inc.* (2012) 203
19 Cal.App.4th 1112, 1135 (affirming reduction of PAGA penalties); *Fleming v. Covidien Inc.* (C.D.
20 Cal. 2011) Case No. ED CV10-01487 RGK (OPx), 2011 WL 7563047, at *4 (reducing PAGA
21 penalties by over 82% in part because employer “not aware” of violations); *Carrington v. Starbucks*
22 *Corp.* (2018) 30 Cal.App.5th 504, 529 (affirming PAGA civil penalty of just \$5 per pay period
23 where employer made “good faith attempts” to comply with the law).

24 **DISCOVERY AND MEDIATION**

25 19. Plaintiff engaged in pre-certification discovery by propounding written
26 precertification discovery and provided a draft Belaire West notice to Defendant, and noticed the
27 deposition of Defendant’s Person Most Qualified.

28 ///

20. In connection with mediation, the Parties engaged in extensive informal discovery. Defendant produced (Defendants produced (1) Class and PAGA statistics, including the number of Class Members, formerly employed Class Members, Aggrieved Employees, Class Workweeks, and PAGA Pay Periods; (2) a random 25% sampling of time and payroll records of Class Members; and (3) Defendants' employee handbooks and standalone policy documents.

21. Plaintiff submits that the 25% sampling of Class Members' time and payroll records is statistically significant and reliable. The timekeeping data and payroll data produced for mediation were generated from uniform timekeeping and payroll systems, which allowed Plaintiff's counsel to extrapolate his and his expert's findings with confidence. Class Members worked in similar job positions and were subject to the same wage and hour policies and procedures

22. In preparation for mediation, Plaintiff's counsel worked with an expert data analyst and conducted a comprehensive analysis and extrapolation of the payroll and timekeeping data produced by Defendants to create a detailed exposure analysis for all claims at issue. This discovery and analysis allowed the Parties to assess the merits and value of Plaintiff's claims, the chances of certification of Plaintiff's claims, and Defendants' potential defenses.

23. On July 27, 2025, the Parties participated in a full-day in-person mediation with Daniel Turner, Esq. a well-respected wage and hour class action mediator. During mediation, the Parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's claims, and the legal basis for the claims and defenses, but did not reach a resolution. Thereafter, the Parties continued to negotiate with each other and accepted a mediator's proposal on September 29, 2025, which led to this Agreement to settle the Action. The Agreement is attached hereto as **Exhibit 1** and the Class Notice is attached to the Agreement as **Exhibit A**.

THE PROPOSED SETTLEMENT

24. On January 9, 2026, Defendant's counsel informed me that Defendant wished to cut off the Class Period on November 24, 2025, which represented 29,804 Workweeks. I advised Defendant's counsel that, at 29,804 Workweeks, the increase to the Gross Settlement Amount is \$1,586.77, calculated as: (1) $\$542,000 / 29,717 \text{ Workweeks} = \$18.24 \text{ per Workweek value}$; (2) $29,804 \text{ Workweeks} - 29,717 \text{ Workweeks} = 87 \text{ excess Workweeks}$; and (3) $87 \text{ Workweeks} \times \$18.24$

= \$1,586.77. On January 20, 2026, Defendant's counsel agreed to add \$1,586.77 to the Gross Settlement Amount, which is \$543,586.77 (\$542,000.00 + \$1,586.77).

25. The monetary terms of the Settlement are summarized below:

Gross Settlement Amount:	\$543,586.77
Minus Court-approved attorneys' fees (33 1/3%):	\$181,195.59
Minus Court-approved verified costs (up to):	\$20,000.00
Minus Court-approved Service Payment:	\$10,000.00
Minus estimated settlement administration costs:	\$7,650.00
Minus amount set aside as PAGA penalties:	\$30,000.00
Net Settlement Amount:	\$294,741.18
Plus 25% "PAGA Penalties" to Class:	\$7,500.00
Total Amount Paid to Class Members:	\$302,241.18

26. According to Defendant, there are approximately 250 Class Members. Therefore, the average Individual Class Payment from the Net Settlement Amount is projected to be approximately \$1,178.96. There are also approximately 165 Aggrieved Employees who will each receive an average of approximately \$45.45 as Individual PAGA Payments, assuming a pro-rata division of the amount allocated to payment of individual PAGA penalties.

27. The requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee basis. Class Counsel have incurred substantial attorneys' fees and costs conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, cooperating with the LWDA's investigation, propounding written discovery, conducting informal discovery, working with an expert data analyst to analyze Class Members' time and payroll records, creating a comprehensive damages model, preparing for and attending mediation, negotiating and preparing the long-form Agreement, preparing this Motion, and otherwise litigating the case. Class Counsel expect to expend additional attorney time in attending the hearing on this Motion, overseeing the Class Notice process and fielding questions from Class Members, preparing the Final Approval papers, and attending the Final Approval hearing.

PRELIMINARY APPROVAL IS WARRANTED

28. Although the Parties engaged in significant informal discovery prior to mediation, the Parties still had significant formal discovery to complete had the matter not been settled. This would have required the expenditure of substantial time and resources by both Parties that would

1 have very likely spanned several years. Even if Plaintiff were to certify the classes, the Parties
2 would incur considerably more attorneys' fees and costs through a possible decertification motion,
3 trial, and possible appeal. This Settlement avoids those risks and the accompanying expense.

4 29. Absent settlement, there was a risk that there would not be a certified class at the
5 time of trial, or if there were, it would consist of a significantly smaller group of employees than the
6 proposed Class due to a narrowing of the class definition in a Court order on a contested motion for
7 class certification.

8 30. Plaintiff contended that Defendant failed to pay all wages due to Class Members due
9 to its unlawful rounding and meal period automatic deduction practices. Plaintiff's expert data
10 analyst found that, as a result of Defendant's rounding and meal period automatic deduction
11 practices, which stopped in August 2024 and June 2024 respectively, out of 20,593 shifts in the
12 sampling, Class Member lost time in 75.92% of shifts totaling 1,817.77 hours but only gained time
13 in 15.32% of shifts totaling 135.65 hours and on average lost 0.40 hour per workweek. At an
14 average hourly rate of \$17.52 and 1.5x overtime multiplier, extrapolated to 27,016 workweeks,
15 Plaintiff estimated Defendant's maximum exposure for unpaid wage is \$286,858.13. As discussed
16 above, Defendant offered a plethora of defenses, including that Class Members worked in a
17 manufacturing facility where production operations started at the same time at the beginning of
18 shift, ceased and restarted at the same time during lunch breaks, and ceased at the same time at the
19 end of shift; there was no unpaid wages; and a class cannot be certified due to numerous
20 individualized inquiries. Thus, Plaintiff discounted Defendant's maximum exposure by 25% to
21 account for the risk of non-certification and an additional 50% to account for Defendant's defenses
22 on the merits or failing to recover the full amount sought, to arrive at an estimated realistic recovery
23 of approximately \$107,571.80.

24 31. Plaintiff contended that Class Members were sometimes unable to take meal breaks
25 because of operational needs. Defendant's payroll records did not show any payment of meal period
26 premiums. Plaintiff's counsel's expert data analyst found, of 20,593 shifts analyzed, approximately
27 60% of shifts demonstrated a facially non-compliant meal period (i.e., missed, short, and/or late first
28 and/or second meal period). At an average hourly rate of \$17.52 and extrapolated to 27,016

1 workweeks, Plaintiff estimates Defendant's maximum exposure for meal period violations to be
2 approximately \$2,106,082.28. As discussed above, Defendant countered that Class Members
3 worked in a manufacturing facility where production operations ceased and restarted at the same
4 time during lunch breaks, and therefore, Class Member were provided with compliant meal period
5 regardless of what time records might show and any deviation was due to Class Members' own
6 volition. As such, Defendant maintained Plaintiff's meal period claim is not suited for class
7 certification since individual inquiries would be needed to assess which employees, if any, took
8 non-compliant meal periods, how many meal periods were non-compliant, and the reasons why a
9 particular employee did not take a meal period on a particular shift and a meal period premium was
10 not paid. Thus, Plaintiff discounted Defendant's maximum exposure by 50% to account for the risk
11 of non-certification and an additional 70% to account for Defendant's defenses on the merits or
12 failing to recover the full amount sought, to arrive at an estimated realistic recovery of
13 approximately \$315,912.34.

14 32. Plaintiff contended that Class Members not provided with third rest periods when
15 they worked more than 10 hours in a shift. Plaintiff's expert data analyst found approximately
16 7.51% of shifts in the sampling were over 10 hours in length. At an average hourly rate of \$17.52
17 and extrapolated to 27,016 workweeks, Plaintiff estimates Defendant's maximum exposure for rest
18 period violations to be approximately \$263,643.74. As discussed above, Defendant countered that
19 any rest period claim is not suitable for class certification it has compliant policies and practices
20 regarding rest periods and that a class cannot be certified due to individualized issues. Thus,
21 Plaintiff discounted Defendant's maximum exposure by 75% to account for the risk of non-
22 certification and an additional 50% to account for Defendant's defenses on the merits or failing to
23 recover the full amount sought, to arrive at an estimated total of approximately \$98,866.40.

24 33. Plaintiff alleged that she and other employees had to use their personal cellphones to
25 communicate for work without reimbursement of cellphone expenses. Estimating a \$10
26 reimbursement rate per workweek and extrapolated to 27,016 workweeks, Plaintiff estimated
27 Defendant's maximum exposure for unreimbursed business expenses be approximately
28 \$270,160.00. As discussed above, Defendant argued that Class Members worked in a factory and

1 had no reason to use their personal cellphones, and to the extent they used their personal cellphones,
2 it was out of their own convenience and not a reimbursable expense. Thus, Plaintiff discounted
3 Defendant's maximum exposure by 50% to account for the risk of non-certification and an
4 additional 70% to account for Defendant's defenses on the merits or failing to recover the full
5 amount sought, to arrive at an estimated total of approximately \$40,524.00.

6 34. As a result of the unpaid wages and meal and rest period premiums described above,
7 Plaintiff contended that Defendant failed to comply with their final pay obligations set forth in
8 Labor Code §§ 201 to 203 to former employees. At 98 formerly employed Class Members, an
9 average hourly rate of \$17.52, and average shift length of 8.22 hours, Plaintiff estimates
10 Defendant's maximum exposure for waiting time penalties to be approximately \$414,924.47.
11 Defendant presented several defenses, including that because they possessed good-faith defenses to
12 the underlying wage claims, any failure to pay wages was not "willful" as a matter of law;
13 Plaintiff's waiting time penalty exposure was grossly inflated as not every former employee
14 experienced the alleged Labor Code violations; and because the waiting time claim is derivative of
15 Plaintiff's underlying wage claims, Plaintiff would need to overcome Defendant's defenses, both as
16 to class certification and on the merits, as to the underlying claims. Thus, Plaintiff discounted
17 Defendant's maximum exposure by 25% to account for the risk of non-certification and an
18 additional 75% to account for Defendant's defenses on the merits or failing to recover the full
19 amount sought, to arrive at an estimated realistic recovery of approximately \$77,798.34.

20 35. Plaintiff alleged that Defendant is liable for wage statement penalties as a result of
21 unpaid wages and meal and rest period premiums. Those penalties are calculated as \$50 for each
22 "initial" violation and \$100 for each "subsequent" violation, with a maximum of \$4,000 per
23 employee. Lab. Code § 226(e). Plaintiff's expert data analyst found approximately 63.75% of pay
24 periods in the sampling during the limitations period had an unpaid wage, meal period premium,
25 and/or rest period premium violation. At \$50 for the initial pay period and \$100 for each subsequent
26 pay period, Plaintiff estimated Defendant's maximum exposure for wage statement penalties to be
27 \$383,233.13. As discussed above, Defendant presented several defenses, most notably their
28 assertion that because they possessed good-faith defenses to the underlying claims for unpaid wage

1 and meal and rest period violations were not “knowing and intentional” as a matter of law and
2 because the wage statement claim is derivative of Plaintiff’s underlying wage claims, Plaintiff
3 would need to overcome Defendant’s defenses, both as to class certification and on the merits, as to
4 her underlying claims. Thus, Plaintiff discounted Defendant’s maximum exposure by 25% to
5 account for the risk of non-certification and an additional 75% to account for Defendant’s defenses
6 on the merits or failing to recover the full amount sought, to arrive at an estimated realistic recovery
7 of approximately \$71,856.21.

8 36. Plaintiff estimates a maximum total PAGA exposure of approximately \$690,200.00
9 (6,092 pay periods during the PAGA Period x \$100 “initial” penalty). However, these penalties
10 derive from the underlying wage and hour violations discussed above, which Defendant disputes
11 vigorously. Defendant also asserts that the Court would drastically reduce any award of PAGA
12 penalties as “confiscatory.” Therefore, Plaintiff discounted the maximum figure by 80% for the risk
13 of losing on the merits and/or not recovering a PAGA penalty for each and every pay period and to
14 account for the possibility of this Court reducing penalties, to arrive at an estimated exposure of
15 approximately \$138,040.00.

16 37. Using these estimated figures for each of the claims described above, Plaintiff
17 predicted that the potential realistic recovery for the Class would be approximately \$850,569.09.
18 The proposed Settlement of \$543,586.77 represents approximately 63.91% of the reasonably
19 forecasted recovery for the Class. Preliminary approval is appropriate since the Settlement will
20 provide significant monetary relief to the Class, which is consistent with what Plaintiff’s counsel
21 believes could have been recovered had the case proceeded through trial.

22 38. There is no conflict between my interests and the interests of the Class that I am
23 seeking to represent. I have demonstrated my ability to advocate for the interests of the Class by
24 initiating this litigation, undertaking extensive class discovery, negotiating the proposed Settlement
25 at mediation, seeking preliminary approval, and otherwise litigating this case. I also do not have any
26 conflict of interest with the Administrator.

27 39. On February 23, 2026, I served the LWDA with a copy of the fully executed
28 Agreement including the Class Notice; the Motion for Preliminary Approval of Class Action and

1 PAGA Settlement; the Declarations of William C. Sung, Plaintiff Katherine Vergara Polanco, and
2 Kimberly Sutherland of Apex Class Action LLC; and the (Proposed) Order Granting Preliminary
3 Approval of Class Action and PAGA Settlement via file upload through the LWDA's website:
4 <https://dir.govfa.net/432> (Proposed Settlement of PAGA Case). Enclosed as **Exhibit 4** is a true and
5 correct copy of the LWDA's filing confirmation.

6 I declare, under penalty of perjury under the laws of the State of California, that the
7 foregoing is true and correct.

8 Executed on February 23, 2026 at Los Angeles, California.

9
10 

11 _____
William C. Sung

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Katherine Vergara Polanco (“Plaintiff”) and Defendant Escalette (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Katherine Vergara Polanco v. Escalette*, Case No. 30-2024-01407947-CU-OE-CXC initiated on June 18, 2024 and pending in Superior Court of the State of California, County of Orange.
- 1.2. “Administrator” means Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all current and former non-exempt employees who worked for Defendant within the State of California during the PAGA Period.
- 1.5. “Class” shall mean all current and former non-exempt employees who worked for Defendant within the State of California during the Class Period.
- 1.6. “Class Counsel” means William C. Sung, Tiffany L. Luu, and Joseph C. Ramli of Justice for Workers, P.C.
- 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, and number of Class Period Workweeks and PAGA Pay Periods.
- 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 with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from June 18, 2020 through the date the number of Workweeks worked by Class Member reaches up to 29,717 Workweeks. Defendant shall certify the number of Workweeks until the Class Period end date is determined based on the following schedule: (1) upon the execution of this Agreement; (2) within two weeks of Plaintiff’s filing of the motion for preliminary approval of class action and PAGA settlement; (3) two weeks before the hearing on the motion for preliminary approval of class action and PAGA settlement; and (4) if 29,717 Workweeks have not been reached by the hearing on the motion for preliminary approval of class action and PAGA settlement and the Court continues the hearing, Defendant will certify the number of Workweeks every 2 weeks until 29,717 Workweeks are reached. Defendant or its counsel shall submit a signed declaration to Plaintiff’s counsel attesting to the date by which 29,717 Workweeks has been reached to confirm the end date of the Class Period.
- 1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action and for her release of the Released Parties, as provided in Section 5.1 of this Agreement
- 1.15. “Court” means the Superior Court of California, County of Orange.
- 1.16. “Defendant” means Defendant Escalette.
- 1.17. “Defense Counsel” means Call & Jensen, APC.
- 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 and/or Aggrieved Employee objects to the Settlement, the day the Court enters Judgment; (b) if one or more

Participating Class Members and/or Aggrieved Employee object to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment, which is 60 days after entry of the Judgment; or if a timely appeal from the Judgment is filed and is not withdrawn, the day after the appellate court affirms the Judgment and issues a remittitur with the Judgment being affirmed on appeal without any modification of the terms of the Settlement

- 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. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” means Five Hundred Forty-Two Thousand Dollars and Zero Cents (\$542,000.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administrator’s Expenses.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees

Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period from June 18, 2023 to the same end date as the Class Period.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means Plaintiff’s June 18, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means Thirty Thousand Dollars and Zero Cents (\$30,000.00) which is the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$7,500.00) and the 75% to LWDA (\$22,500.00) in settlement of 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” mean Katherine Vergara Polanco, 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 and Approval of PAGA Settlement.
- 1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.41. “Released Parties” means Defendant and each of its former and present subsidiaries, affiliates, shareholders, owners, members, employees, agents, officers, and their predecessors, 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 45 days after the Administrator mails 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 remailed after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the date 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 June 18, 2024, Plaintiff commenced this Action by filing a Class Action Complaint alleging causes of action against Defendant for (1) Minimum Wage Violations; (2) Overtime Wage Violations; (3) Meal Period Violations; (4) Rest Period Violations; (5) Wage Statement Penalties; (6) Waiting Time Penalties; and (7) Unfair Competition. On August 21, 2024, Plaintiff filed the First Amended Complaint adding the following cause of action: Civil Penalties Under the California Private Attorneys General Act.
- 2.2. On June 27, 2025, the Parties participated in an all-day mediation presided over by Daniel Turner, Esq. Thereafter, the Parties continued to negotiate with each other and accepted a mediator’s proposal on September 29, 2025, which led to this Agreement to settle the Action.
- 2.3. Upon the execution of this Agreement, the Parties will stipulate to the filing of a Second Amended Complaint to add a cause of action for failure to reimburse necessary business expenses. The Second Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendant denies the allegations in the Action, 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.
- 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, Defendant’s policies and procedures at issue and class records, including all Class Members’ time and payroll records. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48

Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

- 2.5. The Court has not granted class certification.
- 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 promises to pay Five Hundred Forty-Two Thousand Dollars and Zero Cents (\$542,000.00) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 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: Class Representative Service Payment to the Class Representative of not more than \$10,000.00. 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 Payment 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. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
 - 3.2.2. To Class Counsel: Attorneys' fees of not more than 35% of the Gross Settlement Amount which is currently estimated to be \$189,700.00 and reimbursement of litigation costs of up to \$20,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel

Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fee Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fee Payment and Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.3. To the Administrator: The Administration Expenses Payment not to exceed \$7,650.00 except for a showing of good cause and as approved by the Court. Defendant will not oppose requests for these payments provided that they do not exceed this amount. To the extent the Administration Expenses Payment is less or the Court approves a payment of less than \$7,650.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
 - 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net

Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$30,000.00 to be paid from the Gross Settlement Amount, with 75% (\$22,500.00) allocated to the LWDA Payment and 25% (\$7,500.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$7,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA 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 PAGA Pay Periods. Based on a review of its records to date, Defendant estimate that there are 250 Class Members who collectively worked a total of 27,016 Workweeks, and 161 Aggrieved Employees who worked a total of 6,092 PAGA Pay Periods.

4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. 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 14 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 Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (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 United States Postal Service ("USPS") forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

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, Participating Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

- 5.1 Plaintiff's Release. Plaintiff and Plaintiff's 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 were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, 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 California 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 California Civil Code, which reads:

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

- 5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former, present and future representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all causes of action and claims that were alleged in the Action or

reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint, arising during the Class Period, including all of the following claims for relief: (1) Minimum Wage Violations; (2) Overtime Wage Violations; (3) Meal Period Violations; (4) Rest Period Violations; (5) Wage Statement Penalties; (6) Waiting Time Penalties; (7) Failure to Reimburse Necessary Business Expenses; and (8) Unfair Competition (“Released Class Claims”). Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

- 5.3 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all causes of action and claims for civil penalties under the California Private Attorneys General Act of 2004 that were alleged or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint and PAGA Notice, arising during the PAGA Period, including claims for civil penalties based on the following: (1) Minimum Wage Violations; (2) Overtime Wage Violations; (3) Meal Period Violations; (4) Rest Period Violations; (5) Unpaid Sick Leave; (6) Wage Statement Penalties; (7) Waiting Time Penalties; (8) Failure to Reimburse Necessary Business Expenses (“Released PAGA Claims”).

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

- 6.1 Plaintiff’s Filing of Second Amended Complaint. Prior to or concurrent with the filing of the Motion for Preliminary Approval, Plaintiff shall file a Second Amended Complaint for settlement purposes only. If the Effective Date is not triggered, the Second Amended Complaint shall become void and withdrawn.
- 6.2 Defendant’s Declaration in Support of Preliminary Approval. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.3 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval

that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; and (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; (v) 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 (vi) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration 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.

6.4 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

6.5 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns, but neither Party shall be required to agree to any modification of the Settlement Agreement

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to serve as the Administrator and verified that, as a condition of appointment,

Apex Class Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for Administration Expenses Payment. 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 to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class 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 PAGA Pay Periods, and Requests for Exclusion will be

extended an additional 14 days beyond the 45 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, Defendant 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, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 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. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of

the Settlement, including the Participating Class Members' Release 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 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 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. Defendant shall also be able to rely on the hire and termination dates of Class Members to calculate Class Members' Workweeks and Aggrieved Employee PAGA Pay Periods to prepare the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or PAGA 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 45 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 Email Address, Toll-Free Number, and Judgment. The Administrator will establish and maintain an email address and toll-free number to communicate with Class Members regarding the Settlement. The Administrator shall give notice of the Final Judgment to Class Members and Aggrieved Employee via mail along with their Individual Class Payment and/or Individual Class Payment.
- 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 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 PAGA 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 PAGA 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 PAGA 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 the full names of Class Members who opted out of the settlement, the high, low, and average Individual Class Payments, and the high, low, and average Individual PAGA Payments. 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 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** The Gross Settlement Amount is based on Defendant's representation that Class Members worked approximately 27,016 Workweeks as of the date of the mediation on June 27, 2025. If the total Workweeks during the Class Period is 10% higher than 27,016 Workweeks (i.e., 29,717 Workweeks), then Defendant shall have the option to either: (1) de-escalate the settlement so that the Class Period ends on the date that the Workweeks count totals no more than 29,717 and the PAGA Period will end on the same date as the Class Period; or (2) permit the Gross Settlement Amount to be increased proportionally by the Workweeks in excess of 29,717 (the "Escalator Clause"). For example, if the number of Workweeks is 11% higher, the Gross Settlement Amount will increase by 1%.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under

this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses Payment incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days within learning this information; 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”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 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, but neither Party shall be required to agree to any modification of the Settlement Agreement. 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 Administration 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 reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver

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

- 10.5 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 Payment 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 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 not grant Preliminary Approval, Final Approval or enter Judgment pursuant to this Settlement, 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 Parties also agree that Defendant does not waive its rights to compel individual arbitration of Plaintiff's claims by entering this Settlement or attending mediation to settle this case in the event that the Court does not grant Preliminary Approval, Final Approval or enter Judgment pursuant to this Settlement. 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, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.4 Integrated Agreement. Upon execution by all Parties 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 any 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 the 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:

JUSTICE FOR WORKERS, P.C.

William C. Sung
Tiffany L. Luu
Joseph C. Ramli
3600 Wilshire Blvd., Ste. 1815
Orange, CA 90010
T: (323) 922-2000
william@justiceforworkers.com
tluu@justiceforworkers.com
jramli@justiceforworkers.com

To Defendant:

CALL JENSEN
A Professional Corporation
John Egley
Peter Choi
Call & Jensen, APC
610 Newport Center Drive, Suite 700
Newport Beach, CA 92660
(949) 717-3000
jegley@calljensen.com
pchoi@calljensen.com

- 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.

ACCEPTED AND AGREED:

Dated: 30 de octubre, 2025



Plaintiff Katherine Vergara Polanco

Dated: _____, 2025

Escalette LLC

Printed Name

Title

AGREED AS TO FORM AND CONTENT:

Dated: October 31, 2025



William C. Sung
Tiffany L. Luu
JUSTICE FOR WORKERS P.C
Attorneys for Plaintiff Katherine Vergara Polanco

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.

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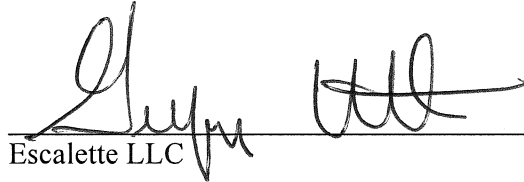
ACCEPTED AND AGREED:

Dated: 30 de octubre, 2025



Plaintiff Katherine Vergara Polanco

Dated: 11 - November 2025



Escalette LLC

GEORGEY ESCALLETTE

Printed Name

PRESIDENT

Title

AGREED AS TO FORM AND CONTENT:

Dated: October 31, 2025



William C. Sung
Tiffany L. Luu
JUSTICE FOR WORKERS P.C
Attorneys for Plaintiff Katherine Vergara Polanco

Dated: December 1, 2025



Peter Choi
Call & Jensen, APC
Attorneys for Defendant Escalette LLC

Exhibit A

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

Katherine Vergara Polanco v. Escalette, Case No. 30-2024-01407947-CU-OE-CXC

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Escalette, LLC, DBA RSS Manufacturing (“Defendant”) for alleged wage and hour violations. The Action was filed by a former employee Katherine Vergara Polanco (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of all current and former non-exempt employees who worked for Defendant within the State of California during the Class Period from June 18, 2020 to INSERT END DATE (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all current and former non-exempt employees who worked for Defendant within the State of California during the PAGA Period of June 18, 2023 to INSERT END DATE (“Aggrieved Employees”).

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

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

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

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

Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).

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

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant Escalette. The Action accuses Defendant of violating California labor laws by failing to pay minimum and overtime wages, failing to provide legally compliant meal and rest periods; failing to pay reporting time premiums and reimburse necessary business expenses; failing to pay paid sick leave; failing to pay wages due upon termination; failing to provide accurate itemized wage statements; and unfair competition. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: William C. Sung, Tiffany L. Luu, Joseph C. Ramli of Justice for Workers, P.C. (“Class Counsel”)

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied

with all applicable laws.

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

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendant Will Pay \$542,000.00 as the Gross Settlement Amount. Defendant has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement Amount not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court-Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$189,700.00 (35% of the Gross Settlement Amount) to Class Counsel for attorneys’ fees and up to \$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000.00 to Plaintiff as Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class

Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

C. Up to \$7,560.00 to the Administrator for services administering the Settlement.

D. Up to \$30,000.00 for PAGA Penalties, allocated 75% to the LWDA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

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

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

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **INSERT**, that you wish to opt-out. The easiest

way to notify the Administrator is to send a written and signed Request for Exclusion by the **INSERT** Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

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

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

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all causes of action and claims that were alleged in the Action or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint, arising during the Class Period, including all of the following claims for relief: (1) Minimum Wage Violations; (2) Overtime Wage Violations; (3) Meal Period Violations; (4) Rest Period Violations;

(5) Unpaid Sick Leave; (6) Wage Statement Penalties; (7) Waiting Time Penalties; (8) Failure to Reimburse Necessary Business Expenses; and (9) Unfair Competition (“Released Class Claims”). Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

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

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

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all causes of action and claims for civil penalties under the California Private Attorneys General Act of 2004 that were alleged or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint and PAGA Notice, arising during the PAGA Period, including claims for civil penalties based on the following: (1) Minimum Wage Violations; (2) Overtime Wage Violations; (3) Meal Period Violations; (4) Rest Period Violations; (5) Unpaid Sick Leave; (6) Wage Statement Penalties; (7) Waiting Time Penalties; (8) Failure to Reimburse Necessary Business Expenses (“Released PAGA Claims”).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$7,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/PAGA Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **INSERT** to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

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

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Katherine Vergara Polanco v. Escalette*, Case No. 30-2024-01407947-CU-OE-CXC, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must receive your request to be excluded by INSERT, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the **INSERT** Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Attorneys' Fees and Litigation Costs and Class Representative Service Payment stating (i) the amount Class Counsel is requesting for Attorneys' Fees and Litigation Costs; and (ii) the amount Plaintiff is requesting as Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website www._____.com or the Court's website <https://civilwebshopping.occourts.org/Login.do>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Attorneys' Fees and Litigation Costs, and Class Representative Service Payment may wish to object. **The deadline for sending written objections to the Administrator is INSERT.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Katherine Vergara Polanco v. Escalette*, Case No. 30-2024-01407947-CU-OE-CXC and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing **INSERT** at **INSERT** a.m./p.m. in Department CX101 of the Orange County Superior Court, Civil Complex Center, located at 751 W Santa Ana Blvd, Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via <https://www.occourts.org/civil-remote-hearings>. Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the

Administrator's website www.occourts.org beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. You can telephone or send an email to Class Counsel or the Administrator using the contact information listed below to view the Agreement, Judgment or any other Settlement documents, or consult the Superior Court website by going to (<https://civilwebshopping.occourts.org/Login.do>), entering the Case Number for the Action, Case No. 30-2024-01407947-CU-OE-CXC, and downloading the document. You can also make an appointment to personally review court documents in the Clerk's Office at the Orange County Superior Court.

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

Class Counsel:

JUSTICE FOR WORKERS, P.C.

William C. Sung

Tiffany L. Luu

Joseph C. Ramli

3600 Wilshire Blvd., Ste. 1815

Orange, CA 90010

T: (323) 922-2000

william@justiceforworkers.com

tluu@justiceforworkers.com

jramli@justiceforworkers.com

Administrator:

Apex Class Action LLC

INSERT

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT 2



JUSTICE FOR WORKERS

3600 WILSHIRE BOULEVARD, SUITE 1815, LOS ANGELES, CA 90010

TEL: (323) 922-2000

FAX: (323) 922-2000

www.JusticeForWorkers.com

June 18, 2024

VIA PAGA ONLINE FILING ONLY

California Labor and Workforce Development Agency

Attn: PAGA Administrator

455 Golden Gate Avenue, 9th Floor

San Francisco, CA 94102

<https://dir.tfaforms.net/308>

**Re: *Katherine Vergara Polanco v. Escalette, LLC*
Notice of Private Attorneys General Act Claim**

Dear PAGA Administrator:

This office has been retained by aggrieved employee Katherine Vergara Polanco ("Plaintiff") concerning a representative action pursuant to the Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq.* ("PAGA") against Escalette, LLC (including any and all affiliates, subsidiaries, parents, directors, officers, managing agents, and executive employees) (collectively referred to as "Defendants") for violations of California wage and hour laws. Plaintiff seeks civil penalties for violations of the Labor Code and all other remedies available under PAGA.

Plaintiff seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the notice requirements of Labor Code § 2699.3.

Defendants own and operate a warehouse in Costa Mesa, California. Defendants employed Plaintiff as an hourly-paid, non-exempt employee from approximately November 4, 2022 to approximately April 4, 2024 as an assembler. The "aggrieved employees" that Plaintiff seeks civil penalties on behalf of are all current and former hourly-paid or non-exempt employees, whether directly hired or through a staffing agency, who worked for Defendant Escalette, LLC within the State of California.

Based on the following facts and theories, Defendants violated and/or continue to violate, among other provisions of the Labor Code and applicable wage law, California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 256, 510, 512, 516, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, and 2802, and applicable IWC Wage Orders.

Labor Code §§ 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. The applicable Wage Order 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." See §2 of all applicable Wage Orders. Therefore, employers are required to pay employees for all time spent subject to the control of the employer and all time the employee is suffered or permitted to work. During the relevant time period, Defendants required Plaintiff and other aggrieved employees to perform work before clocking in, after clocking out, and/or during off-the-clock meal breaks, including unlawfully rounding their time punches, and failed to compensate aggrieved employees for this time.

Labor Code §§ 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Plaintiff and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week but were not paid for all hours worked before clocking in, after clocking out, and/or during off-the-clock meal breaks, including unlawfully rounding their time punches.

Labor Code §§ 226.7, 512, 516, and the Wage Orders require employers to pay an employee one additional hour of pay at the employee's regular rate of compensation for each meal or rest period that is not provided. During the relevant time period, Defendants required Plaintiff and other aggrieved employees to work during meal and rest periods and failed to compensate them properly and at the regular rate of compensation for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods and unlawful rounding of meal period punches.

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Defendants failed to pay Plaintiff and other aggrieved employees all wages due to them within any time period specified by Labor Code §§ 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

Labor Code § 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. Labor Code § 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Defendants failed to pay Plaintiff and other

aggrieved employees all wages due to them within any time period specified by Labor Code § 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

Labor Code § 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Defendants did not provide Plaintiff and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Defendants were in violation of Labor Code § 226(a). The violations include, but are not limited to, the failure to include the total hours worked, including time spent working off the clock and during meal and rest periods, erroneously stating the address of the legal entity that is the employer as 1267 S. Logan Ave., Cost Mesa, CA 92626, failure to state the correct gross and net wages earned for all time worked, and failure to state all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Labor Code § 1174 requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Defendants failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Plaintiff and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

Therefore, on behalf of all aggrieved employees, Plaintiff seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the LWDA, for violation of the Labor Code pursuant to PAGA. Labor Code § 2699.3 requires that a claimant send a certified letter (i.e. this letter) to the employer in question and file an online claim to the LWDA setting forth the claims and the basis for the claims, thereby giving the LWDA and employer an opportunity to investigate the claims and/or take any action they deem appropriate. If the LWDA and Defendants elect not to take any action with respect to any of the foregoing claims, Plaintiff will seek these penalties in a civil action on behalf of all aggrieved employees within one year of the date of this letter as allowed by law.

If you have any questions, please contact me at the phone number or address below:

William C. Sung
JUSTICE FOR WORKERS, P.C.
9575 Bolsa Avenue
Westminster, CA 92683
Office: 323-922-2000
Fax: 323-922-2000
Email: william@justiceforworkers.com

Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read 'William C. Sung', written in a cursive style.

William C. Sung
JUSTICE FOR WORKERS, P.C.

Cc: Via USPS Certified Mail – Return Receipt Requested

Escalette, LLC
c/o Geoffrey Escalette
Agent for Service of Process
1261 S. Logan Ave.
Costa Mesa, CA 92626

7022 2410 0001 8622 4052

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Extra Services & Fees (check box, and fee as appropriate)
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☐ Certified Mail Restricted Delivery \$ _____
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☐ Adult Signature Restricted Delivery \$ _____

Postmark
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Postage
 \$ 8.69

Total Postage and Fees
 \$ 8.69

Send To

Escalante, LLC
 Street and Apt. No. or PO Box No.

1261 S. Logan Ave.

City, State, Zip+4
 Costa Mesa, CA 92626

PS Form 3800, April 2015 PSN 7500-02-000-9041 See Reverse for Instructions

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06/18/2024 ZIP 92683

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US POSTAGE

JUSTICE FOR WORKERS, P.C.
 3600 Wilshire Blvd Ste 1815
 Los Angeles, CA 90010

Escalante, LLC
 c/o Geoffrey Escalante
 Agent for Service of Process
 1261 S. Logan Ave.
 Costa Mesa, CA 92626

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS FIELD AT BOTTOM LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Escalette, LLC
c/o Geoffrey Escalette
Agent for Service of Process
1261 S. Logan Ave.
Costa Mesa, CA 92626



9590 9402 8702 3310 1891 70

2. Article Number (Transfer from service label)

7022 2410 0001 8622 4052

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Mail
Restricted Delivery
(30)

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

Subject: Thank you for submission of your PAGA Case.

Date: Monday, June 17, 2024 at 8:42:49 PM Pacific Daylight Time

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

To: William Sung

6/17/2024

LWDA Case No. LWDA-CM-1034493-24

Law Firm : Justice for Workers, P.C.

Plaintiff Name : Katherine Vergara Polanco

Employer: Escalette, LLC

Filing Fee : \$75.00

IFP Claimed : No

Item submitted: Initial PAGA Notice

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

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

EXHIBIT 3

JUSTICE FOR WORKERS, P.C.
William C. Sung, SB# 280792
E-Mail: william@justiceforworkers.com
Tiffany L. Luu, SB# 335127
E-Mail: tluu@justiceforworkers.com
9575 Bolsa Avenue
Westminster, CA 92683
Tel: 323-922-2000
Fax: 323-922-2000

Attorneys for Plaintiff KATHERINE VERGARA POLANCO

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

KATHERINE VERGARA POLANCO, an
individual and on behalf of all others similarly
situated;

Plaintiff,

vs.

ESCALETTE, LLC, a California limited
liability company; and DOES 1 through 50,

Defendants.

Case No.: 30-2024-01407947-CU-OE-CXC

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

- (1) **MINIMUM WAGE VIOLATIONS**
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);
- (2) **OVERTIME WAGE VIOLATIONS**
(LABOR CODE §§ 204, 510, 1194,
1198);
- (3) **MEAL PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7, 512, 558);
- (4) **REST PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7, 516, 558);
- (5) **WAGE STATEMENT PENALTIES**
(LABOR CODE § 226);
- (6) **WAITING TIME PENALTIES**
(LABOR CODE §§ 201-203);
- (7) **FAILURE TO REIMBURSE
NECESSARY BUSINESS EXPENSES**
(LABOR CODE § 2802)
- (8) **UNFAIR COMPETITION (BUS &
PROF CODE §§ 17200, *et seq.*); and**
- (9) **CIVIL PENALTIES UNDER THE
CALIFORNIA PRIVATE**

DEMAND FOR JURY TRIAL

Plaintiff KATHERINE VERGARA POLANCO (“Plaintiff”), on behalf of herself and all others similarly situated, hereby brings this Second Amended Class and Representative Action Complaint (“Complaint”) against Defendants ESCALETTE, LLC, a California limited liability company, and DOES 1 to 50 (collectively “Defendants”), and on information and belief alleges as follows:

JURISDICTION AND VENUE

1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this Complaint for recovery of unpaid wages and penalties under California Business and Professions Code § 17200, *et seq.*, Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2698, *et seq.*, and applicable Industrial Welfare Commission (“IWC”) Wage Orders (“Wage Orders”), in addition to seeking injunctive relief, declaratory relief, and restitution. This Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations of the Labor Code because the amount in controversy exceeds \$25,000.

2. Venue is proper in this judicial district because Defendants maintain offices, have agents, and/or transact business in the State of California, including Orange County, and some of the acts and omissions complained of herein occurred in Orange County. Furthermore, Plaintiff was employed by Defendants within Orange County.

PARTIES

3. Plaintiff is, and at all times relevant herein was, an individual over the age of eighteen (18) and is a California resident. Within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff was, and is, a victim of Defendants’ policies, practices, and/or customs complained of herein and has been deprived of the rights guaranteed by Business and Professions Code § 17200, *et seq.*, Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197,

1 1198, 2802, 2698, *et seq.*, and Wage Orders.

2 4. Plaintiff is informed and believes, and based thereon alleges, that during the
3 applicable statute of limitations for each cause of action pled herein and continuing to the present,
4 Defendants engaged in, and continue to engage in, business, and employed Plaintiff and other,
5 similarly-situated non-exempt employees within Orange County, and the State of California and,
6 therefore, were (and are) doing business in Orange County and the State of California.

7 5. Plaintiff does not know the true names or capacities, whether individual, partner, or
8 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
9 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
10 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
11 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
12 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,
13 and proximately caused Plaintiff and the Classes (as defined below) to be subject to the unlawful
14 employment practices, wrongs, injuries, and damages complained of herein.

15 6. At all times herein mentioned, each of said Defendants participated in the doing of
16 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,
17 Defendants, and each of them, were the agents, servants, and employees of each of the other
18 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
19 within the course and scope of said agency and employment.

20 7. Plaintiff is informed and believes, and based thereon alleges, that at all times
21 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
22 joint venturer of, or working in concert with each of the other co-Defendants and was acting within
23 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent
24 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining
25 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

26 8. At all times herein mentioned, Defendants, and each of them, were members of, and
27 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
28 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

1 9. At all times herein mentioned, the acts and omissions of various Defendants, and
2 each of them, concurred and contributed to the various acts and omissions of each and all of the
3 other Defendants in proximately causing the injuries and damages as herein alleged.

4 **FACTUAL ALLEGATIONS**

5 10. Defendants own and operate a warehouse in Costa Mesa, California. Defendants
6 employed Plaintiff as an hourly-paid, non-exempt employee from approximately November 4, 2022
7 to approximately April 4, 2024 as an assembler.

8 11. Throughout Plaintiff's employment with Defendants, Defendants' timekeeping
9 and/or payroll policies and practices resulted in Plaintiff and other non-exempt employees not being
10 compensated for all hours actually worked. Plaintiff and other non-exempt employees regularly
11 worked more than eight hours in a workday or 40 hours in a workweek. Upon information and
12 belief, Defendants required Plaintiff and other non-exempt employees to perform work before their
13 scheduled shifts, after their scheduled shifts, and/or during off-the-clock meal breaks, deducted time
14 for meal periods that were not actually taken, unlawful rounded employee time punches and failed
15 to compensate employees for this time, and failed to pay business reimbursements. Upon
16 information and belief, Defendants also failed to incorporate multiple rates of pay and/or all non-
17 discretionary remuneration into the regular rate of pay. As a result, Plaintiff and other non-exempt
18 employees were not compensated for all earned minimum and overtime wages and reimbursements

19 12. Defendants failed to provide Plaintiff and other non-exempt employees with all
20 legally compliant meal periods due to Defendants' meal period policies/practices, which have
21 frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes),
22 and/or missed meal periods. Upon information and belief, Plaintiff and other non-exempt
23 employees were not able to take their legally compliant meal breaks due to work demands imposed
24 by Defendants and unlawfully rounded employee time punches. Upon information and belief,
25 Defendants do not keep accurate records of Plaintiff's and other non-exempt employees' hours
26 worked, including accurate time records showing when employees take their meal periods. On those
27 occasions when Plaintiff and other non-exempt employees were not provided with all legally
28 compliant meal periods to which they were entitled, Defendants failed to compensate Plaintiff and

1 other non-exempt employees with the required meal period premium(s) for each workday there was
2 a meal period violation as mandated by Labor Code § 226.7. Upon information and belief,
3 Defendants maintained no mechanism for the payment of meal period premium payments as
4 required by Labor Code § 226.7 in the event that a legally compliant meal period was not provided
5 to their non-exempt employees.

6 13. Plaintiff and other non-exempt employees were not authorized and permitted to take
7 all required rest periods due to Defendants' unlawful rest period policies/practices, which failed to
8 authorize and permit a net 10-minute rest period for every four hours worked, or major fraction
9 thereof. Plaintiff and other non-exempt employees were not able to take their legally compliant rest
10 breaks due to work demands imposed by Defendants. On those occasions when Plaintiff and other
11 non-exempt employees were not authorized and permitted to take all legally compliant rest periods
12 to which they were entitled, Defendants failed to compensate them with the required rest period
13 premium(s) for each workday there was a rest period violation as mandated by Labor Code § 226.7.
14 Upon information and belief, Defendants maintained no mechanism for the payment of rest period
15 premium payments as required by Labor Code § 226.7, in the event that a legally compliant rest
16 period was not authorized and permitted to their non-exempt employees.

17 14. As a result of Defendants' failure to pay all minimum and overtime wages, failure to
18 pay all meal and rest period premium wages, and unlawful timekeeping and payroll practices as
19 alleged above, Defendants maintained inaccurate payroll records and issued inaccurate wage
20 statements to Plaintiff and other non-exempt employees. As a further result of Defendants' failure to
21 pay all minimum and overtime wages, and meal and rest period premium wages, Defendants failed
22 to timely pay all final wages to Plaintiff and other former non-exempt employees upon their
23 separation of employment from Defendants.

24 **CLASS ACTION ALLEGATIONS**

25 15. **Class Definitions:** Plaintiff brings this action on behalf of herself and the following
26 Classes pursuant to § 382 of the California Code of Civil Procedure:

- 27 a. Minimum Wage Class: All current and former non-exempt employees of Defendants
28 in the State of California, whether directly hired or through staffing agencies, who

1 were subject to Defendants' timekeeping and payroll policies and/or practices,
2 during the four years immediately preceding the filing of this action through the
3 present.

4 b. Overtime Class: All current and former non-exempt employees of Defendants in the
5 State of California, whether directly hired or through staffing agencies, who worked
6 more than eight hours per day and/or 40 hours per week and were subject to
7 Defendants' timekeeping policies and/or practices, during the four years immediately
8 preceding the filing of this action through the present.

9 c. Meal Period Class: All current and former non-exempt employees of Defendants in
10 the State of California, whether directly hired or through staffing agencies, who: (i)
11 worked at least one shift in excess of 5.0 hours; and/or (ii) worked at least one shift
12 in excess of 10.0 hours, during the four years immediately preceding the filing of this
13 action through the present.

14 d. Rest Period Class: All current and former non-exempt employees of Defendants in
15 the State of California, whether directly hired or through staffing agencies, who
16 worked at least one shift of 3.5 or more hours, during the four years immediately
17 preceding the filing of this action through the present.

18 e. Wage Statement Class: All current and former non-exempt employees of Defendants
19 in the State of California, whether directly hired or through staffing agencies, who
20 received a wage statement, during the one year immediately preceding the filing of
21 this action through the present.

22 f. Waiting Time Penalty Class: All of Defendants' formerly employed members of the
23 Minimum Wage Class, Overtime Class, Rest Period Class, and/or Meal Period Class
24 during the three years immediately preceding the filing of this action through the
25 present.

26 g. Expense Reimbursement Class: All current and former non-exempt employees of
27 Defendants in the State of California who were not reimbursed for all necessary
28 business expenses, during the four years immediately preceding the filing of this

1 action through the present.

2 16. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
3 joinder of all members would be impractical, if not impossible. The membership of the Classes is
4 unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number
5 greater than 50 individuals. The identity of such membership is readily ascertainable via inspection
6 of Defendants' employment records, including payroll records.

7 17. **Common Questions of Law and Fact Predominate/Well-Defined Community of**
8 **Interest:** There are predominant common questions of law and fact as to Plaintiff and members of
9 the Classes, which predominate over questions affecting only individual members including,
10 without limitation to:

- 11 a. Whether Defendants properly paid all overtime wages to members of the Overtime
12 Class;
- 13 b. Whether Defendants paid at least the minimum wage for all hours worked to
14 members of the Minimum Wage Class;
- 15 c. Whether Defendants provided all legally compliant meal periods or paid meal period
16 premium wages due to members of the Meal Period Class pursuant to Labor Code §§
17 226.7 and 512;
- 18 d. Whether Defendants authorized and permitted all legally compliant rest periods or
19 paid all rest period premium wages due to members of the Rest Period Class
20 pursuant to Labor Code §§ 226.7 and 516;
- 21 e. Whether Defendants reimburses to members of the Expense Reimbursement Class
22 all necessary business expenses pursuant to Labor Code § 2802;
- 23 f. Whether Defendants furnished legally compliant wage statements to members of the
24 Wage Statement Class pursuant to Labor Code § 226; and
- 25 g. Whether Defendants timely paid all final wages to members of the Waiting Time
26 Class at the time of their separation of employment pursuant to Labor Code §§ 201
27 and 202.

28 These common questions of law and fact set forth above are numerous and substantial and

1 stem from Defendants' policies and/or practices applicable to each individual class member. As
2 such, the common questions predominate over individual questions concerning each individual
3 class member's showing as to their eligibility for recovery or as to the amount of their damages.

4 18. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
5 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)
6 of limitations period applicable to each cause of action pled in the Complaint. As alleged herein,
7 Plaintiff, like the members of the Classes, was not paid all minimum and overtime wages owed due
8 to Defendants' timekeeping and payroll policies/practices, was not provided all required meal
9 periods, was not authorized and permitted all rest periods, did not receive premium pay for non-
10 compliant meal and rest periods, was not paid all final wages upon separation of employment, and
11 was not provided with accurate, compliant, itemized wage statements.

12 19. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
13 to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
14 attorneys are ready, willing and able to fully and adequately represent the members of the Classes
15 and Plaintiff. Plaintiff's attorneys have litigated numerous wage-and-hour class actions in state and
16 federal courts in the past and are committed to vigorously prosecuting this action on behalf of the
17 members of the Classes.

18 20. **Superiority:** The Labor Code is broadly remedial in nature and serves an important
19 public interest in establishing minimum working conditions and standards in California. These laws
20 and labor standards protect the average working employee from exploitation by employers who
21 have the responsibility to follow the laws and who may seek to take advantage of superior economic
22 and bargaining power in setting onerous terms and conditions of employment. The nature of this
23 action and the format of laws available to Plaintiff and members of the Classes make the class
24 action format a particularly efficient and appropriate procedure to redress the violations alleged
25 herein. If each employee were required to file an individual lawsuit, Defendants would necessarily
26 gain an unconscionable advantage since they would be able to exploit and overwhelm the limited
27 resources of each individual plaintiff with their vastly superior financial and legal resources.

28 21. Moreover, requiring each member of the Class(es) to pursue an individual remedy

1 would also discourage the assertion of lawful claims by employees who would be disinclined to file
2 an action against their former and/or current employer for real and justifiable fear of retaliation and
3 permanent damages to their careers at subsequent employment. The claims of the individual
4 members of the Class are not sufficiently large to warrant vigorous individual prosecution
5 considering all of the concomitant costs and expenses attending hereto.

6 22. Furthermore, the prosecution of separate actions by the individual class members,
7 even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
8 with respect to the individual class members against Defendants herein; and which would establish
9 potentially incompatible standards of conduct for Defendants; and/or legal determinations with
10 respect to individual class members which would, as a practical matter, be dispositive of the interest
11 of the other class members not parties to adjudications or which would substantially impair or
12 impede the ability of the class members to protect their interests. As such, the Classes identified
13 hereinabove are maintainable as classes under § 382 of the Code of Civil Procedure.

14 **FIRST CAUSE OF ACTION**

15 **MINIMUM WAGE VIOLATIONS**

16 **(Against All Defendants)**

17 23. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
18 fully set forth herein.

19 24. Labor Code §§ 1182.12, 1197, and Wage Orders, § 4 establish the right of
20 employees to be paid minimum wages for all hours worked, in amounts set by state or local law.
21 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
22 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
23 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
24 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform its
25 pay practices to the requirements of the law by failing to pay Plaintiff and members of the
26 Minimum Wage Class for all hours worked, including, but not limited to, all hours they were
27 subject to the control of Defendants and/or suffered or permitted to work under the Labor Code and
28 Wage Orders.

1 ///

2 25. Labor Code § 1198 makes unlawful the employment of an employee under
3 conditions that the IWC prohibits. California Labor Code § 1194(a) and 1194.2(a) provide that an
4 employer who has failed to pay its employees the legal minimum wage is liable to pay those
5 employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount
6 equal to the wages due and interest thereon.

7 26. As a consequence of Defendants' non-payment of minimum wages, Plaintiff and
8 members of the Minimum Wage Class seek recovery of the balance of unpaid wages, including
9 interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§
10 218.6, 558, 1194, 1194.2, and 1199, Code of Civil Procedure § 1021.5; and Civil Code §§ 3287 and
11 3289.

12 **SECOND CAUSE OF ACTION**
13 **OVERTIME WAGE VIOLATIONS**
14 **(Against All Defendants)**

15 27. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
16 fully set forth herein.

17 28. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, 1198, and
18 Wage Orders, § 3, which provide that non-exempt employees are entitled to all overtime wages and
19 compensation for all overtime hours worked and provide a private right of action for the failure to
20 pay all overtime compensation for overtime work performed.

21 29. At all times relevant herein, Defendants were required to properly compensate non-
22 exempt employees, including Plaintiff and members of the Overtime Class, for all overtime hours
23 worked pursuant to Labor Code § 1194 and Wage Orders. Wage Orders, § 3 requires an employer
24 to pay an employee one and one-half (1½) times and two times the employee's regular rate of pay
25 for overtime and double time hours work. Defendants caused Plaintiff and members of the Overtime
26 Class to work overtime hours but failed to compensate these employees for all overtime hours
27 actually worked.

28 30. As a consequence of Defendants' non-payment of overtime wages, Plaintiff and

1 members of the Overtime Class seek recovery of the balance of unpaid overtime wages, including
2 interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§
3 204, 210, 216, 218.6, 510, 1194, and 1198; Code of Civil Procedure § 1021.5; and Civil Code §§
4 3287 and 3289.

5 **THIRD CAUSE OF ACTION**

6 **MEAL PERIOD VIOLATIONS**

7 **(Against All Defendants)**

8 31. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
9 fully set forth herein.

10 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
11 in their affirmative obligation to provide all of their non-exempt employees in California, including
12 Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in
13 accordance with the mandates of the Labor Code and Wage Orders, § 11.

14 33. Despite Defendants' violations, Defendants did not pay an additional hour of pay to
15 Plaintiff and members of the Meal Period Class at their respective regular rates of compensation, in
16 accordance with California Labor Code §§ 204, 210, 226.7, and 512.

17 34. As a consequence of Defendants' unlawful meal period practices, Plaintiff and
18 members of the Meal Period Class seek recovery of unpaid premium wages for meal period
19 violations including interest thereon, statutory penalties, and costs of suit, pursuant to Labor Code
20 §§ 226.7, 512, 558, Wage Orders, and Civil Code §§ 3287 and 3289.

21 **FOURTH CAUSE OF ACTION**

22 **REST PERIOD VIOLATIONS**

23 **(Against All Defendants)**

24 35. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
25 fully set forth herein.

26 36. Labor Code §§ 226.7, 516, 558, and Wage Orders, § 12 and establish the right of
27 employees to be provided with a rest period of at least 10 minutes for each four-hour period
28 worked, or major fraction thereof. Plaintiff is informed and believes, and based thereon alleges, that

1 despite Defendants' failure to authorize and permit Plaintiff and members of the Rest Period Class
2 to take all legally compliant rest periods as alleged herein, Defendants did not pay these individuals
3 an additional hour of pay at their respective regular rate for the rest periods that they failed to
4 authorize and permit them to take, as required by Labor Code § 226.7.

5 37. As a consequence of Defendants' unlawful rest period practices, Plaintiff and
6 members of the Rest Period Class seek recovery of unpaid premium wages for rest period violations
7 including interest thereon, statutory penalties, and costs of suit, statutory penalties, attorneys' fees,
8 and costs of suit according to Labor Code §§ 226.7, 516, 558, Wage Orders, and Civil Code §§
9 3287 and 3289.

10 **FIFTH CAUSE OF ACTION**

11 **WAGE STATEMENT PENALTIES**

12 **(Against All Defendants)**

13 38. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
14 fully set forth herein.

15 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
17 and members of the Wage Statement Class with accurate and complete, itemized wage statements
18 that included, among other requirements, all hours worked, total gross wages earned, all rates of pay
19 and corresponding number of hours worked, total net wages earned, the inclusive dates of the pay
20 period, and/or the correct name and address of the legal entity that is the employer in violation of
21 Labor Code § 226.

22 40. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
23 with accurate and complete, itemized wage statements resulted in actual injury, as said failures led
24 to, among other things, the non-payment of minimum and overtime wages and meal and rest period
25 premium wages owed and deprived them of the information necessary to identify the discrepancies
26 in Defendants' reported payroll data.

27 41. As a consequence of Defendants' unlawful wage statement practices, Plaintiff and
28 members of the Wage Statement Class seek damages and/or statutory penalties, reasonable

attorneys' fees, and costs of suit according to California Labor Code § 226.

SIXTH CAUSE OF ACTION

WAITING TIME PENALTIES

(Against All Defendants)

42. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

43. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of separation of employment in the event the employer discharges the employee or the employee provides at least 72 hours of notice of their intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

44. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at their separation from employment, including unpaid minimum and overtime wages as well as unpaid meal and rest period premium wages.

45. Furthermore, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-202.

46. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting Time Class their earned wages upon separation from employment results in continued payment of daily wages up to thirty days from the time the wages were due.

47. As a consequence of Defendants' unlawful practices, Plaintiff and members of the Waiting Time Class seek statutory penalties, and costs of suit according to California Labor Code § 203.

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2 **SEVENTH CAUSE OF ACTION**

3 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

4 **(Against All Defendants)**

5 48. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
6 fully set forth herein.

7 49. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
8 states that “an employer shall indemnify his or her employees for all necessary expenditures or
9 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his
10 or obedience to the directions of the employer.”

11 50. Defendants violated Labor Code § 2802 by failing to reimburse Plaintiff and
12 members of the Expense Reimbursement Class all necessary business expenses they incurred in the
13 performance of their job duties.

14 51. As a consequence of Defendants’ unlawful practices, Plaintiff and members of the
15 class seek recovery of unreimbursed business expenses, including interest thereon, reasonable
16 attorneys’ fees, and costs of suit pursuant to Labor Code § 2802.

17 **EIGHTH CAUSE OF ACTION**

18 **UNFAIR COMPETITION**

19 **(Against All Defendants)**

20 52. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
21 fully set forth herein.

22 53. Defendants have engaged and continue to engage in unfair and/or unlawful business
23 practices in California in violation of Business and Professions Code § 17200, *et seq.*, by:

- 24 a. failing to pay Plaintiff and members of the Minimum Wage Class all minimum
25 wages due;
- 26 b. failing to pay Plaintiff and members of the Overtime Class all overtime wages due;
- 27 c. failing to provide Plaintiff and members of the Meal Period Class with all meal
28 periods to which they are entitled, and failing to pay them all meal period premium

- 1 wages due;
- 2 d. failing to authorize and permit Plaintiff and members of the Rest Period Class all rest
- 3 periods to which they are entitled, and failing to pay them all rest period premium
- 4 wages due;
- 5 e. failing to reimburse necessary business expenses to Plaintiff and members of the
- 6 Expense Reimbursement Class;
- 7 f. failing to issue accurate and itemized wage statements to Plaintiff and members of
- 8 the Wage Statement Class; and
- 9 g. failing to timely pay all final wages to Plaintiff and members of the Waiting Time
- 10 Penalty Class.

11 54. Defendants' utilization of these unfair and/or unlawful business practices deprived

12 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally

13 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over

14 Defendants' competitors who have been and/or are currently employing workers and attempting to

15 do so in honest compliance with applicable wage and hour laws.

16 55. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged

17 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of

18 monies, as necessary and according to proof, to restore any and all monies withheld, acquired

19 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

20 56. The acts complained of herein occurred within the last four years immediately

21 preceding the filing of the Complaint in this action.

22 **NINTH CAUSE OF ACTION**

23 **PRIVATE ATTORNEYS GENERAL ACT**

24 **(Against All Defendants)**

25 57. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though

26 fully set forth herein.

27 58. Plaintiff, an "aggrieved employee" within the meaning of Labor Code §§ 2698, *et*

28 *seq.*, acting on behalf of herself and other aggrieved employees (collectively, "Aggrieved

Employees”), brings this representative action against Defendants to recover the civil penalties due to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay minimum wages for all hours worked to Aggrieved Employees in violation of Labor Code § 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- b. Failing to pay Aggrieved Employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- c. Failing to pay Aggrieved Employees paid sick leave in violation of Labor Code §§ 246;
- d. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Aggrieved Employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- e. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Aggrieved Employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;

1 Failing to furnish Aggrieved Employees with complete, accurate, itemized wage
2 statements in violation of Labor Code § 226;

3 f. Failure to reimburse Aggrieved Employees for all necessary business expenses in
4 violation of Labor Code § 2802;

5 g. Failing to timely pay all final wages and compensation earned by Aggrieved
6 Employees at the time of separation in violation of Labor Code §§ 201-202;

7 h. Failing to pay Aggrieved Employees all earned wages at least twice during each
8 calendar month in violation of Labor Code § 204; and

9 i. Failing to maintain accurate records on behalf of Aggrieved Employees in violation
10 of Labor Code §§ 1174 and 1198.

11 59. On or about June 17, 2024, Plaintiff notified Defendants via certified mail, and
12 notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of
13 Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties
14 under Labor Code §§ 2698, *et seq.* with respect to the violations of the Labor Code identified in the
15 preceding paragraph. Now that 33 days and 65 days have passed from Plaintiff notifying
16 Defendants and the LWDA of these violations, Defendants have not cured any curable violations,
17 and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has
18 exhausted administrative requirements for bringing a claim under the Private Attorneys General Act
19 with respect to these violations.

20 60. Plaintiff has incurred attorneys’ fees and costs, which Plaintiff is entitled to receive
21 under California Labor Code § 2699(g).

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf
24 this suit is brought against Defendants, as follows:

- 25 1. For an order certifying the proposed Classes;
- 26 2. For an order appointing Plaintiff as representative of the Classes;
- 27 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 28 4. Upon the First Cause of Action, for payment of minimum wages, liquidated

1 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and
2 1197;

3 5. Upon the Second Cause of Action, for payment of overtime wages and penalties
4 according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;

5 6. Upon the Third Cause of Action, for meal period premium wages according to proof
6 pursuant to Labor Code §§ 226.7, 512, and 558;

7 7. Upon the Fourth Cause of Action, for rest period premium wages according to proof
8 pursuant to Labor Code §§ 226.7, 516, and 558;

9 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
10 226;

11 9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §
12 203;

13 10. Upon the Seventh Cause of Action, for unreimbursed business expenses according to
14 proof pursuant to Labor Code § 2802;

15 11. Upon the Eighth Cause of Action, for restitution to Plaintiff and members of the
16 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
17 practices declared by this Court to be in violation of Business and Professions Code §§ 17200, *et*
18 *seq.*;

19 12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiff, other Aggrieved
20 Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
21 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to
22 pay each employee and \$200 for each subsequent violation or willful or intentional violation
23 pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the
24 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
25 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
26 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee
27 per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation
28 pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code § 256, a

1 civil penalty in an amount not exceeding 30 days per former employee as waiting time under the
2 terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each
3 subsequent violation per employee per pay period for those violations of the Labor Code for which
4 no civil penalty is specifically provided;

5 13. Prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6
6 and Civil Code §§ 3287 and 3289;

7 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
8 218.5, 226, 1194, 2699(g), and Code of Civil Procedure § 1021.5; and

9 15. For such other and further relief, the Court may deem just and proper.

10 **DEMAND FOR JURY TRIAL**

11 Plaintiff hereby demands a trial by jury on all claims.

12
13 DATED: October 27, 2025

JUSTICE FOR WORKERS, P.C.

14
15 By: 

16 William C. Sung
17 Tiffany L. Luu
18 Attorneys for Plaintiff
19 KATHERINE VERGARA POLANCO
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PROOF OF SERVICE
KATHERINE VERGARA POLANCO v. ESCALETTE, LLC
STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 3600 Wilshire Boulevard, Suite 1815, Los Angeles, CA 90010

On October 27, 2025, I served the foregoing document described as:

SECOND AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

☐ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail in the State of California addressed as set forth below:

☐ by placing a true copy thereof enclosed in a sealed envelope addressed as stated on the attached mailing list.

☒ by electronically serving the document(s) listed above to:

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610 Newport Center Drive

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Newport Beach, CA 92660

Attorneys for Defendant Escalette, LLC

☐ by having copies **personally delivered to the designed party(ies)**

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on the same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ (State) I declare under penalty of perjury the laws of the State of California that the foregoing is true and correct.

☐ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made

Executed on October 27, 2025 at Los Angeles, California.

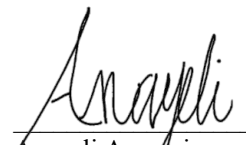

Anayeli Ascencio

EXHIBIT 4