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on behalf of herself and all others similarly situated

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

JULIE M. BARDELMEIER, an individual,
on behalf of herself and others similarly
situated,

Plaintiff,

vs.

LAND OCEAN, INC., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: S-CV-0052963

CLASS ACTION

Assigned for All Purposes To:
Department: 42

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

*[filed concurrently with Plaintiff's Notice of
Motion and Motion; Memorandum of Points and
Authorities; Declarations of Lisa Mullins and
Julie M. Bardelmeier; and [Proposed] Order]*

Date: April 28, 2026
Time: 8:30 a.m.
Dept.: 42

Original Complaint Filed: June 6, 2024
First Amended Complaint Filed: April 7, 2025
Trial Date: None Set

DECLARATION OF ENOCH J. KIM

I, Enoch J. Kim, declare as follows:

1. I am an attorney licensed and admitted to practice before all courts of the State of California and the United States District Court for the Central, Southern, Eastern, and Northern Districts of California. I am Senior Counsel at D.Law, Inc. and counsel for Plaintiff Julie M. Bardelmeier (“Plaintiff”), on behalf of herself and all other similarly situated employees of Defendant Land Ocean, Inc. (“Defendant”) (Plaintiff and Defendant collectively referred to herein as “the Parties”).

2. All of the matters set forth herein are within my personal knowledge. I submit this Declaration in support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement Agreement (“Motion”). A true and correct copy of the Parties’ Class Action and PAGA Settlement Agreement (“Settlement Agreement” or “Settlement”) is attached as **Exhibit 1** hereto, with the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached as **Exhibit A** to the Settlement Agreement.

Procedural History

3. On June 6, 2024, Plaintiff commenced a Class Action by filing a Complaint alleging twelve causes of action against Defendant for (1) Failure to Pay Minimum Wages and for All Hours Worked, (2) Failure to Pay Wages and Overtime Under Labor Code § 510, (3) Failure to Provide Suitable Seating, (4) Meal Period Liability Under Labor Code § 226.7, (5) Rest-Break Liability Under Labor Code § 226.7, (6) Violation of Labor Code § 226(a), (7) Violation of Labor Code § 221, (8) Violation of Labor Code § 204, (9) Violation of Labor Code § 203, (10) Violation of Labor Code § 245 and § 246, (11) Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802, and (12) Violation of Business & Professions Code § 17200 *et seq.* (the “Action”).

4. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff contends she gave timely written notice to Defendant and California’s Labor and Workforce Development Agency (“LWDA”) by sending her PAGA Notice on June 4, 2024 (LWDA-CM-1032089-24). A true and correct copy of her PAGA Notice is attached hereto as **Exhibit 2**. Plaintiff subsequently filed her First Amended

1 Complaint, which adds a thirteenth cause of action for Penalties Under PAGA Labor Code § 2698,
2 on April 7, 2025 (“Operative Complaint”).

3 5. Plaintiff contends that Defendant failed to pay all wages due by requiring Class
4 Members to work off the clock, failed to provide meal and rest breaks and premium wages for non-
5 compliant meal and rest breaks, failed to furnish accurate wage statements, failed to timely pay wages
6 including final wages, failed to provide paid sick time, failed to provide suitable seating, failed to
7 reimburse necessary business expenses, and engaged in unlawful tip practices. Defendant denies any
8 liability and maintains that its policies and practices fully comply with the California Labor Code.

9 **Investigation**

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

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

28 ///

Settlement Efforts

8. On January 8, 2025, the Parties participated in an all-day mediation with mediator Darren Cohen, a respected and highly experienced mediator in wage and hour class actions and were able to reach an agreement on general settlement terms. During mediation, counsel for Plaintiff and Defendant discussed all aspects of the case, including the risks of litigation and the risks to both Parties of proceeding with a class certification motion, as well as the law on unpaid wages, meal periods, rest periods, wage statements, and final pay. Following a full day of mediation, the Parties agreed to general settlement terms to resolve the lawsuit. The Parties continued to work together negotiating the long form settlement terms following mediation, as set forth in the Settlement Agreement.

9. Based on their own independent investigations and evaluations, Class Counsel is of the opinion that the Settlement with Defendant for the consideration and terms set forth herein, considering the representative and class claims, and the risk of loss, is fair, reasonable, and adequate in light of all known facts and circumstances, and is in the best interests of the Class. Class Counsel is also of the opinion that the total consideration and payment set forth in this Settlement Agreement is adequate in light of the uncertainties surrounding the risk of further litigation, the possibility of losing class certification, that the PAGA claim could be deemed unmanageable, and the defenses that Defendant has asserted and/or could assert as to the substantive merit of the claims. Based on the settlement negotiations, which were extensive and conducted in good faith and at arm's length between attorneys with substantial experience litigating wage and hour class action cases, the Settlement was the product of a non-collusive settlement process and compromises in the interest of reaching a full and complete settlement. As a result, Class Counsel has determined that the Settlement set forth in this Settlement Agreement is in the best interests of the Class.

Summary of the Settlement

10. Under the terms of the proposed Settlement Agreement, Defendant has agreed to pay \$385,000.00 ("Gross Settlement Amount" or "GSA") on a non-reversionary basis to settle and release all claims asserted by Plaintiff in the Operative Complaint on behalf of the proposed Class. (Exhibit 1, Settlement Agreement, ¶ 1.19.) The Gross Settlement Amount will be used to pay Individual Class

1 Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment,
2 Class Counsel Litigation Expenses Payment, Class Representative Enhancement Award, and the
3 Settlement Administration Costs. (*Id.* at ¶¶ 3.4–3.4.5.) The Gross Settlement Amount does not include
4 the employer’s share of payroll taxes, which will be paid by Defendant in addition to the Gross
5 Settlement Amount. (*Id.* at ¶ 3.1.) The Settlement Agreement defines the “Class” as all non-exempt,
6 hourly-paid employees that worked for Defendant in California during the Settlement Class Period,
7 which is the period from June 6, 2020, through March 10, 2025. (*Id.* at ¶¶ 1.3, 1.44.) Based on its
8 records, Defendant estimated that 447 Class Members collectively worked a total of 18,200
9 Workweeks from June 6, 2020, through January 8, 2025 (*Id.* at ¶ 8.) If the total number of Workweeks
10 in the Settlement Class Period is calculated to be more than 10% higher (*i.e.*, exceeds 20,020
11 Workweeks), then the Gross Settlement Amount is to be increased proportionally by the Workweeks
12 in excess of 20,020 Workweeks. (*Id.*) For example, if the total Workweeks for the applicable period
13 are 20,202, representing an eleven percent (11%) increase in the number of Workweeks, then the
14 Gross Settlement Amount will increase by one percent (1%). (*Id.*) Alternatively, if this provision is
15 triggered, Defendant may choose not to increase the Gross Settlement Amount, and instead,
16 Defendant may choose to end the Class Period on an earlier date that results in a Workweek count
17 that does not exceed 20,020. (*Id.*)

18 11. The Settlement Agreement also defines “Aggrieved Employee” as all non-exempt,
19 hourly-paid employees that worked for Defendant in California during the PAGA Period, which is
20 the period from June 4, 2023 through March 10, 2025. (Exhibit 1, Settlement Agreement, ¶¶ 1.2,
21 1.29.) The “Net Settlement Amount,” available for distribution to Participating Class Members, is the
22 Gross Settlement Amount less the following payments in the amounts approved by the Court:
23 Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class
24 Counsel Litigation Expenses Payment, Class Representative Enhancement Award, and the Settlement
25 Administration Costs. (*Id.* at ¶ 1.25.) The remainder is to be paid to Participating Class Members as
26 Individual Class Payments. These amounts are detailed as follows:

- 27 • Class Counsel Fees Payment: Up to one-third (1/3) of the Gross Settlement Amount, or
28 \$128,333.33, to Class Counsel as attorneys’ fees for the litigation and resolution of this

Action. (Exhibit 1, Settlement Agreement, ¶ 3.4.2);

- Class Counsel Litigation Expenses Payment: Up to **\$20,000.00** for reimbursement of reasonable expenses incurred to prosecute the Action. (Exhibit 1, Settlement Agreement, ¶ 1.6);
- Class Representative Enhancement Award: Up to **\$10,000.00** to Plaintiff as an award for her service as the Class Representative (Exhibit 1, Settlement Agreement, ¶ 3.4.1);
- Settlement Administration Costs: Up to **\$8,950.00** to the Settlement Administrator for its fees and costs to administer the Settlement (Exhibit 1, Settlement Agreement, ¶ 3.4.3); and
- PAGA Penalties: **\$40,000.00** for settlement of claims for civil penalties under PAGA, with 25% allocated to the Individual PAGA Payments (\$10,000.00) to be paid on a pro-rata basis to the Aggrieved Employees and 75% allocated to the LWDA (\$30,000.00) to be paid to the LWDA (“LWDA PAGA Payment”) (Exhibit 1, Settlement Agreement, ¶ 3.4.5.)

12. If the Court approves the above allocations from the Gross Settlement Amount, the Net Settlement Amount is estimated to be **\$177,716.67**. Each Class Member’s share of the Net Settlement Amount (“Individual Class Payment”) will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each individual Participating Class Member’s Workweeks. (Exhibit 1, Settlement Agreement, ¶ 3.4.4.) For the approximately 447 Class Members (if no exclusions), the average Individual Class Payment, using a straight average, is **\$397.58**. If the Court approves a lesser amount for any of the above requested allocations from the Net Settlement Amount, none of the Gross Settlement Amount would revert to Defendant. (*Id.* at ¶ 3.1.) Instead, the remainder will be added to the Net Settlement Amount to be distributed to Participating Class Members. (*Id.*)

13. Not later than fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Settlement Administrator, in the form of a Microsoft Excel spreadsheet. (Exhibit 1, Settlement Agreement, ¶ 4.2.) Not later than fourteen (14) days after receiving the Class Data, the Settlement Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Court

1 Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class
2 Notice”) with Spanish translation substantially in the form attached to the Settlement Agreement as
3 Exhibit A. (Exhibit 1, Settlement Agreement, ¶ 7.4.2.) The Class Notice includes a summary of the
4 case and settlement terms and provides Class Members with detailed instructions on how to exclude
5 themselves, object to the settlement, and challenge the number of Workweeks and/or PAGA Pay
6 Periods attributed to each Class Member per Defendant’s records. (Exhibit 1, Settlement Agreement,
7 Exhibit A, Class Notice). Class Members will have forty-five (45) days from the mailing of the Class
8 Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-
9 mailed) to opt out of the Settlement, object to the Settlement, and/or dispute the number of
10 Workweeks and/or PAGA Pay Periods (“Response Deadline”). (Exhibit 1, Settlement Agreement, ¶¶
11 1.40, 7.4.4.)

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

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

23 15. **Numerosity and Ascertainability.** The putative Class is so numerous that joinder of all
24 members is impractical. Class Members are all non-exempt, hourly-paid employees that worked for
25 Defendant in California during the Settlement Class Period, which is the period from June 6, 2020,
26 through March 10, 2025. (Exhibit 1, Settlement Agreement, ¶¶ 1.3, 1.44.) Defendant has identified
27 447 Class Members based on a review of its payroll and personnel records. Thus, there is numerosity
28 and ascertainability.

1 16. Well-Defined Community of Interest. Plaintiff contends, and Defendant does not
2 dispute for settlement purposes only, that common issues of fact and law predominate as to each of
3 the claims alleged by Plaintiff, and the Class is united in its proof. This action involves, *inter alia*, a
4 determination about Defendant's alleged failure to pay wages and overtime due to allegedly common
5 off-the-clock work, failure to provide meal and rest breaks and premium wages for non-compliant
6 meal and rest breaks, failure to furnish accurate wage statements, failure to timely pay wages
7 including final wages, failure to provide paid sick time, failure to reimburse necessary business
8 expenses, failure to provide suitable seating, and unlawful tip practices. Plaintiff contends
9 Defendant's practices affected Class Members in the same way and presents questions that are
10 suitable for common adjudication because all Class Members were subject to the same employment
11 policies and practices. The outcome of litigation in this matter depends upon questions that are
12 common to Class Members.

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

20 18. Adequacy. Plaintiff's interests are aligned with those of the Class Members, as she has
21 suffered the same injuries as the Class Members and has no conflicts of interest. Plaintiff has not
22 shrunken from this responsibility. Indeed, Plaintiff has devoted a substantial amount of time and
23 energy to litigating this Action and effectuating a settlement. Furthermore, as set forth below, Class
24 Counsel are experienced in wage-and-hour litigation, especially class actions, and have zealously
25 represented the interests of the Class in litigating this case and have no conflicts of interest.
26 Accordingly, the adequacy requirement is satisfied.

27 19. Predominance and Superiority. Plaintiff contends that individualized issues do not
28 predominate over the issues of law and fact that are common to the Class as a whole. As explained,

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

8 20. Plaintiff contends that class resolution is superior to other available methods for the
9 fair and efficient adjudication of the controversy, as there is little interest or incentive for Class
10 Members to individually control the prosecution of separate actions. Although the alleged injuries
11 resulting from Defendant's policies and practices are allegedly real and significant, the cost of
12 individually litigating each such case against Defendant would easily exceed the value of any relief
13 that could be obtained by any one Class Member individually. If Class Members are forced to litigate
14 their claims individually, this would result in over 447 individual actions against Defendant. Here,
15 the alternative methods of resolution are individual suits for relatively small amounts. Hence, an
16 individual suit would prove uneconomical for potential plaintiffs because litigation costs would dwarf
17 a potential recovery.

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

19 21. In deciding whether to approve a proposed class action settlement, the Court must find
20 that a proposed settlement is "fair, adequate, and reasonable" and falls within the "range of approval."
21 *Dunk*, 48 Cal.App.4th at 1801-02. The trial court considers all relevant factors, such as "the strength
22 of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of
23 maintaining class action status through trial, the amount offered in settlement, the extent of discovery
24 completed and the stage of the proceedings, the experience and views of counsel, the presence of a
25 governmental participant, and the reaction of the Class Members to the proposed settlement." *Id.* The
26 Settlement satisfies all of these requirements.

27 ///

28 ///

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

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

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

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

19 **C. Strength of Plaintiff's Case and the Risk, Expense, Complexity, and Likely Duration**
20 **of Any Litigation.**

21 24. Plaintiff's claims are based on Defendant's alleged failure to pay wages (including
22 overtime), failure to provide meal and rest periods, failure to reimburse business expenses, failure to
23 pay final wages when required, failure to provide accurate wage statements, failure to pay all sick pay
24 owed, failure to provide suitable seating, unlawful tip practices, and largely derivative claims under
25 the UCL and PAGA.

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

1 Members to work pre-shift and post-shift by requiring them to perform “opening duties” that included
2 preparing garnishes, brewing coffee, opening the bar, getting set up for shift, helping customers, or
3 helping other employees before clocking in for work. Further, Plaintiff alleges that Defendant’s
4 managers and coworkers contacted Plaintiff and Class Members by phone during off-duty hours to
5 address work issues, scheduling, or other work-related items. Plaintiff also alleges that Defendant had
6 a policy and practice of requiring on-site employees to clock in/out at the exact time they were
7 scheduled for or adjust their time entries before the end of the pay period to reflect their scheduled
8 times instead of their actual time worked.

9 26. Defendant contends that it instructed Class Members to record all hours worked, that
10 it paid Class Members for all reported hours worked, that any alleged off-the-clock work was
11 performed without Defendant’s knowledge and was de minimis, and that it paid wages to Class
12 Members at the proper rates. Defendant contends that off-the-clock work allegations will be difficult
13 to certify because Defendant has a lawful policy prohibiting off-the-clock work. Defendant also
14 argues that, given its written policies and practices, any alleged unrecorded hours are likely subject
15 to individualized inquiry and unlikely to be certified. Given the difficulty in certifying this claim,
16 Class Counsel applied a significant discount to damages based on this theory.

17 27. Plaintiff also alleges that Defendant failed to provide proper meal breaks to Plaintiff
18 and Class Members. Plaintiff alleges Defendant did not attempt to schedule meal periods and that due
19 to job demands and understaffing, compliant meal breaks were not provided or were taken well after
20 five hours into a work shift or were otherwise interrupted due to having to remain under Defendant’s
21 control and respond to work demands. Plaintiff alleges that on the occasions when Plaintiff and Class
22 Members worked over ten hours on a shift, Defendant failed to provide them with a second
23 uninterrupted, duty-free, and timely meal period.

24 28. Defendant argues that its meal period policies comply with California law. Defendant
25 further contends that Class Members were authorized, permitted, and never denied the opportunity to
26 take their unpaid, uninterrupted, off-duty, and timely 30-minute first and second meal periods.
27 Defendant also contends that employees follow a consistent schedule that releases them for their meal
28 period before the end of their fifth hour of work whenever the employees work more than five hours.

1 Further, Defendant argues that many employees voluntarily chose to waive their first meal breaks
2 because most of the workforce works six hours or less and signed valid first meal break waivers.
3 Defendant contends that to the extent any employee worked a shift longer than ten hours, employees
4 chose to waive their second meal break as Defendant had valid second meal break waivers in place.
5 Defendant contends that it paid meal period premiums during the putative class period. Defendant
6 further contends that the meal break claim requires individualized inquiries, which would preclude
7 class certification. If Defendant's contentions are proven true and prevail in trial, the likely outcome
8 would be no recovery for the Class Members on the meal break claim.

9 29. Plaintiff also alleges that Defendant did not provide Class Members with paid 10-
10 minute rest breaks for every four hours or a major fraction thereof. Plaintiff contends that Class
11 Members were not permitted to leave Defendant's premises during rest periods and that Defendant
12 failed to authorize and permit Plaintiff and Class Members to take their required duty-free, net ten-
13 minute rest periods. Plaintiff further alleges that when Plaintiff and Class Members were permitted to
14 take a ten-minute rest break, they were not permitted to take a second or third rest break, and that any
15 breaks were untimely or impermissibly shortened.

16 30. Defendant argues that its rest break policies comply with California law. Defendant
17 maintains that it authorized and permitted Class Members to take duty-free, paid, and uninterrupted
18 rest breaks of at least ten minutes for every four hours worked or major fraction thereof. Defendant
19 contends that there are no restrictions, in policy or practice, on where employees can go during their
20 rest breaks, and employees are allowed to leave the premises. Considering that, unlike meal periods,
21 rest breaks need not be recorded, these violations would likely be difficult to prove at trial and
22 potentially depress the damages ultimately awarded. Therefore, Class Counsel applied significant and
23 appropriate discounts to the rest break claim.

24 31. Additionally, Plaintiff alleges that Defendant required Plaintiff and Class Members to
25 bring their own tool and equipment for work which included pens, server books, lighters, and wine
26 keys, for which they were not reimbursed. Further, Plaintiff alleges that Plaintiff and Class Members
27 used their cellular phones to conduct work-related activities, such as texting and calling supervisors
28 and coworkers regarding scheduling and other restaurant duties. Defendant maintains that Plaintiff

1 and Class Members were not required to use their personal cell phones for business use or to
2 communicate with management regarding any job duties. Defendant also asserts that it provided all
3 tools to employees to perform their job duties at no cost, and employees never incurred any business
4 expenses. Defendant also maintains that individualized issues relating to this claim would preclude
5 class certification.

6 32. Plaintiff alleges that Defendant failed to provide Plaintiff and Class Members with
7 sick pay at the appropriate rate of pay by failing to include shift differentials and/or other non-
8 discretionary bonuses into the calculation of the regular rate of pay upon which sick pay was
9 calculated and paid. Defendant contends that it did not pay employees shift differentials or non-
10 discretionary bonuses. Defendant further contends that it lawfully paid all sick pay. Given the
11 difficulty in certifying this claim, Class Counsel applied a significant discount to damages based on
12 this theory.

13 33. As for the wage statement and waiting time penalties claims, Defendant contends that
14 these claims are merely derivative of the underlying claims and that Plaintiff and Class Members
15 would be unable to first establish liability for the underlying claims for the reasons described above.
16 Defendant further contends that even if they could first establish liability for the underlying claims,
17 Plaintiff and Class Members would be unable to establish that Defendant's conduct was willful and
18 knowing as required by the relevant statutes since Defendant acted in good faith to provide accurate
19 wage statements and pay all wages due to Plaintiff and Class Members. Thus, Defendant contends
20 that the wage statement and waiting time penalties claims to have little to no value.

21 34. Similarly, Defendant contends that the PAGA claim is also derivative of the
22 underlying claims in the Action and ultimately fails because the underlying claims have no merit.
23 Defendant also contends that even if Plaintiff and Class Members could establish Labor Code
24 violations, which Defendant denies Plaintiff and Class Members can establish such violations, the
25 Court has the discretion to award less than the maximum civil penalty amount and would award
26 substantially less civil penalties here because Defendant acted in good faith to comply with the
27 relevant wage and hour laws and any violations were minor and technical in nature.

28

1 35. Defendant generally denies all claims alleged in the Action, First Amended Complaint,
2 and Plaintiff's PAGA Notice, and further denies that class and/or representative treatment is
3 appropriate for any purpose other than this Settlement, that it had compliant policies and practices,
4 and that it complied with all applicable laws. However, after careful consideration, Defendant has
5 concluded that further litigation would be protracted and expensive and that it is desirable for the
6 Operative Complaint to be fully and finally settled in the manner and upon the terms and conditions
7 herein.

8 36. As stated above, while Plaintiff and Class Counsel contend the claims asserted in the
9 Operative Complaint have merit, they also acknowledge the expense, delay, and risks of continued
10 litigation. Although the Parties engaged in significant informal discovery in advance of mediation,
11 the Parties still had significant discovery to complete had the matter not been settled. This would have
12 required the expenditure of substantial time and resources by both Parties that would have very likely
13 spanned several years. Even if Plaintiff was to certify the class, the Parties would incur considerably
14 more attorney fees and costs through a possible decertification motion, trial, and possible appeal. This
15 Settlement avoids those risks and the accompanying expense.

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

17 37. Plaintiff had not yet filed her motion for class certification, and as such, the extent to
18 which Plaintiff's proposed Class was certifiable is somewhat speculative. Absent a settlement, there
19 was a risk that there would not be a certified class at the time of trial, or if there were, it could consist
20 of a significantly smaller group of employees than the proposed Class, resulting in less overall
21 recovery.

22 38. Finally, in class actions, decertification is always a possibility, and there is always a
23 risk that a trial of this magnitude can become unmanageable. Cases like *Duran v. U.S. Bank Nat.*
24 *Assn.* (2014) 59 Cal. 4th 1, 34 addresses the complexity of using statistical samples in class actions
25 and demonstrates that decertification is a real risk that Class Counsel must consider. A class trial
26 would have also required expert witnesses, the accrual of extensive litigation costs, and the
27 commitment of extensive further time and financial resources. Finally, given the complexity and
28 unsettled nature of the issues, it is likely that any outcome at trial would have resulted in a lengthy

1 and costly appeal. An appeal would result in further delay for the Class Members who have already
2 waited years for resolution in this matter. Risk and legal uncertainty must be dealt with in any
3 litigation, and this Settlement was the product of a compromise accounting for those risks and
4 uncertainties.

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

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

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

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

14 41. The strength of the Plaintiff's case in light of the settlement amount is deemed by
15 courts to be the "most important." *Clark v. American Residential Services, LLC* (2009) 175
16 Cal.App.4th 785, 799 (citing *Kullar*). Here, Plaintiff alleges that Defendant failed to pay minimum
17 wages and overtime, failed to provide meal and rest breaks, failed to provide accurate wage
18 statements, failed to pay all wages upon termination, failed to pay all sick pay owed, and failed to
19 reimburse for business expenses, all in violation of California law. Plaintiff seeks related violations
20 of California's Business & Professions Code, penalties pursuant to Labor Code § 2699 *et seq.*
21 Summary calculations for estimated liability for each of these claims follow.

22 Failure to Pay Minimum and Overtime Wages:

23 42. Plaintiff alleges that Defendant failed to pay Plaintiff and Class Members at least
24 minimum wages for all hours worked and proper overtime wages for hours worked in excess of eight
25 hours in a day and 40 hours in a week. Plaintiff alleges Defendant required Plaintiff and Class
26 Members to work pre-shift and post-shift by requiring them to perform "opening duties" that included
27 preparing garnishes, brewing coffee, opening the bar, getting set up for shift, helping customers, or
28 helping other employees before clocking in for work. Further, Plaintiff alleges that Defendant's

1 managers and coworkers contacted Plaintiff and Class Members by phone during off-duty hours to
2 address work issues, scheduling, or other work-related items. Plaintiff also alleges that Defendant had
3 a policy and practice of requiring on-site employees to clock in/out at the exact time they were
4 scheduled for or adjust their time entries before the end of the pay period to reflect their scheduled
5 times instead of their actual time worked.

6 43. Defendant contends that it instructed Class Members to record all hours worked, that
7 it paid Class Members for all reported hours worked, that any alleged off-the-clock work was
8 performed without Defendant's knowledge and was de minimis, and that it paid wages to Class
9 Members at the proper rates. Defendant contends that off-the-clock work allegations will be difficult
10 to certify because Defendant has a lawful policy prohibiting off-the-clock work. Defendant also
11 argues that, given its written policies and practices, any alleged unrecorded hours are likely subject
12 to individualized inquiry and unlikely to be certified. Given the difficulty in certifying this claim,
13 Class Counsel applied a significant discount to damages based on this theory.

14 44. Plaintiff's expert estimated Defendant's exposure on the unpaid wages claims to be
15 approximately \$753.00. However, given Defendant's defenses and the potential hurdles facing
16 certification of off-the-clock claims, Class Counsel applied an 70% discount, making for an adjusted
17 realistic exposure of \$225.90 for Defendant.

18 Meal Periods and Rest Breaks:

19 45. Plaintiff also alleges that Defendant failed to provide proper meal breaks to Plaintiff and
20 Class Members. Plaintiff alleges Defendant did not attempt to schedule meal periods and that due to
21 job demands and understaffing, compliant meal breaks were not provided or were taken well after
22 five hours into a work shift or were otherwise interrupted due to having to remain under Defendant's
23 control and respond to work demands. Plaintiff alleges that on the occasions when Plaintiff and Class
24 Members worked over ten hours on a shift, Defendant failed to provide them with a second
25 uninterrupted, duty-free, and timely meal period.

26 46. For each meal period missed, of less than 30 minutes, or taken late for which the employee
27 was not provided a reasonable opportunity to take a complete and timely meal period, an employer
28 must pay the employee an additional one hour of compensation. Labor Code § 226.7. This additional

1 hour of compensation is referred to as “premium pay.” To comply with these laws, every employer
2 must keep, for each employee, accurate time records showing when the employee begins and ends
3 each work period and takes his or her meal periods. See Wage Order 4-2001(7)(A)(3). Plaintiff alleges
4 that Defendant failed to pay the legally required premium at their regular rate of pay whenever meal
5 periods were missed, interrupted, or late.

6 47. Defendant argues that its meal period policies comply with California law. Defendant
7 further contends that Class Members were authorized, permitted, and never denied the opportunity to
8 take their unpaid, uninterrupted, off-duty, and timely 30-minute first and second meal periods.
9 Defendant also contends that employees follow a consistent schedule that releases them for their meal
10 period before the end of their fifth hour of work whenever the employees work more than five hours.
11 Further, Defendant argues that many employees voluntarily chose to waive their first meal breaks
12 because most of the workforce works six hours or less and signed valid first meal break waivers.
13 Defendant contends that to the extent any employee worked a shift longer than ten hours, employees
14 chose to waive their second meal break as Defendant had valid second meal break waivers in place.
15 Defendant contends that it paid meal period premiums during the putative class period. Defendant
16 further contends that the meal break claim requires individualized inquiries, which would preclude
17 class certification. If Defendant’s contentions are proven true and prevail in trial, the likely outcome
18 would be no recovery for the Class Members on the meal break claim.

19 48. Plaintiff’s expert estimated Defendant’s maximum exposure on the meal period claim at
20 approximately \$670,062.00 (assuming a 100% violation rate for shifts of shifts greater than 5 hours),
21 plus interest in the amount of \$110,118.00 for a total of \$780,181.00. However, given Defendant’s
22 contentions, Class Counsel applied an 80% discount, making for an adjusted realistic exposure of
23 \$156,036.20 for Defendant.

24 49. Rest Breaks: The same argument applied to rest breaks. Plaintiff also alleges that Defendant
25 did not provide Class Members with paid 10-minute rest breaks for every four hours or a major
26 fraction thereof. Plaintiff contends that Class Members were not permitted to leave Defendant’s
27 premises during rest periods and that Defendant failed to authorize and permit Plaintiff and Class
28 Members to take their required duty-free, net ten-minute rest periods. Plaintiff further alleges that

1 when Plaintiff and Class Members were permitted to take a ten-minute rest break, they were not
2 permitted to take a second or third rest break, and that any breaks were untimely or impermissibly
3 shortened.

4 50. Defendant argues that its rest break policies comply with California law. Defendant
5 maintains that it authorized and permitted Class Members to take duty-free, paid, and uninterrupted
6 rest breaks of at least ten minutes for every four hours worked or major fraction thereof. Defendant
7 contends that there are no restrictions, in policy or practice, on where employees can go during their
8 rest breaks, and employees are allowed to leave the premises. Considering that, unlike meal periods,
9 rest breaks need not be recorded, these violations would likely be difficult to prove at trial and
10 potentially depress the damages ultimately awarded. Therefore, Class Counsel applied significant and
11 appropriate discounts to the rest break claim.

12 51. Plaintiff's expert estimated Defendant's maximum liability exposure on the rest break
13 period claim at approximately \$1,426,667.00 using a 100% violation rate, plus interest in the amount
14 of \$230,453.00 for a total of \$1,657,120.00. However, given Defendant's contentions and considering
15 a more realistic violation rate for the Class as well as the potential hurdles facing certification of rest
16 break claims, Class Counsel applied a 90% discount making for an adjusted realistic exposure of
17 \$165,712.00 for Defendant. Owing to the arguments above and the fact that the recording of rest
18 periods is not required, this claim was substantially discounted and was not a major driver of exposure
19 in this case.

20 Inaccurate Wage Statement Violations:

21 52. Under Labor Code § 226(a), Plaintiff and the Class are entitled to recover \$50 for initial
22 violations for inaccurate wage statements and \$100 for subsequent violations, up to a maximum of
23 \$4,000 per employee. Plaintiff alleges Defendant issued wage statements to Plaintiff and the Class
24 Members that listed a different address than Defendant's address on the California Secretary of State
25 Website.

26 53. Defendant challenged Plaintiff's claim for Labor Code § 226(e) penalties, including by
27 arguing they were merely derivative of the other claims that lacked merit, and Plaintiff's failure to
28 prove the underlying claims could result in the dismissal of these derivative claims. Defendant also

1 argued that it did not knowingly and intentionally commit these alleged violations. *See, e.g.*, Labor
2 Code § 226(e) (recovery of penalties requires showing there was “a knowing and intentional failure
3 by an employer”). Defendant also argued that the California Labor Code does not require employers
4 to list more than one business address on their wage statements when they have more than one
5 business location.

6 54. Plaintiff’s expert estimated Defendant’s maximum total exposure on the section 226 claim
7 at approximately \$404,950.00 (225 employees from June 6, 2023 to January 8, 2025). After
8 considering Defendant’s contentions and the potential class certification issues, Class Counsel
9 discounted this amount by 90% to get an adjusted realistic exposure of \$40,495.00.

10 Failure to Pay Final Wages at Termination or Separation:

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

15 56. Section 203 further provides that if an employer willfully fails to pay an employee all
16 wages due at termination or within 72 hours of resignation, then that employee’s wages will continue
17 as a penalty until paid for a period of up to 30 days from the date they were due. Because Class
18 Members stopped working for Defendant but were allegedly not paid their full compensation for the
19 reasons discussed above, Class Members did not receive all wages due upon termination of
20 employment.

21 57. Defendant challenged this claim under Labor Code § 203 with several arguments, including
22 that this claim is merely derivative of the other claims that lacked merit and that under Labor Code §
23 203, employers are only obligated to pay waiting-time penalties if they “willfully” fail to pay wages
24 due and owing at the time of termination or resignation. As Title 8, California Code of Regulations,
25 § 13520 states: “A willful failure to pay wages within the meaning of Labor Code Section 203 occurs
26 when an employer intentionally fails to pay wages to an employee when those wages are due.
27 However, a good faith dispute that any wages are due will preclude imposition of waiting time
28 penalties under Section 203.” Defendant argued that their good faith disputes and lack of willfulness

1 would excuse its violations. Defendant maintained that because they had viable defenses in both law
2 and fact, such penalties were subject to a three-year limitations period under Labor Code § 203(b).

3 58. Plaintiff's expert estimated Defendant's maximum total exposure on the section 203 claim
4 at approximately \$793,595.00 (279 terminated employees (commencing on June 6, 2021) during the
5 relevant period x 30 days x average hourly rate per year x hours per work day). Given the foregoing
6 arguments, Class Counsel discounted this amount by 90% to get an adjusted realistic exposure of
7 \$79,359.50.

8 Unpaid Sick Pay:

9 59. Labor Code Section 246 affords an employee "who works in California for 30 or more
10 days within a year from the commencement of employment [] paid sick days . . . of not less than one
11 hour per every 30 hours worked" and "no less than 24 hours of accrued sick leave or paid time off by
12 the 120th calendar day of employment or each calendar year, or in each 12-month period." Plaintiff
13 alleges Defendant had a common policy and practice of systemically failing to pay Class Members
14 the requisite sick time pay in accordance with California Law, at the employees' applicable regular
15 rates of pay. Specifically, Plaintiff alleges that Defendant failed to provide Plaintiff and Class
16 Members with sick pay at the appropriate rate of pay by failing to include shift differentials and/or
17 other non-discretionary bonuses into the calculation of the regular rate of pay upon which sick pay
18 was calculated and paid. Defendant contends that it did not pay employees shift differentials or non-
19 discretionary bonuses. Defendant further contends that it lawfully paid all sick pay. Plaintiff's expert
20 estimated Defendant's maximum total exposure on the unpaid sick pay claim at approximately
21 \$1,103.00 including interest.

22 Failure to Reimburse for Necessary Business Expenditures:

23 60. Under Labor Code § 22802(a) Defendant must indemnify Plaintiff and Class Members for
24 all necessary expenditures or losses incurred in direct consequence of the discharge of their duties.
25 As discussed above, Plaintiff alleges that Defendant required Plaintiff and Class Members to bring
26 their own tool and equipment for work which included pens, server books, lighters, and wine keys,
27 for which they were not reimbursed. Further, Plaintiff alleges that Plaintiff and Class Members used
28 their cellular phones to conduct work-related activities, such as texting and calling supervisors and

1 coworkers regarding scheduling and other restaurant duties. Defendant maintains that Plaintiff and
2 Class Members were not required to use their personal cell phones for business use or to communicate
3 with management regarding any job duties. Defendant also asserts that it provided all tools to
4 employees to perform their job duties at no cost, and employees never incurred any business expenses.
5 Defendant also maintains that individualized issues relating to this claim would preclude class
6 certification.

7 61. Plaintiff estimated Defendant's total exposure on the unreimbursed business expenses
8 claim at approximately \$11,175.00 (\$25 x 447 Class Members). However, given Defendant's
9 contentions and the potential for the need for individualized inquiries, making class certification of
10 this claim difficult, Class Counsel applied a discount of 80% to get an adjusted realistic exposure of
11 \$2,235.00.

12 PAGA Penalties:

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

24 63. The provisions of the Labor Code potentially triggering PAGA penalties in this case
25 include, but are not limited to, Labor Code §§ 203, 226(a), 226.3, 226.7, 510, and 1194. PAGA
26 penalties are not mandatory and are instead permissive. Labor Code § 2699(e)(2) states that "a court
27 may award a lesser amount than the maximum civil penalty amount specified by this part if, based on
28 the facts and circumstances of the particular case, to do otherwise would result in an award that is

1 unjust, arbitrary and oppressive, or confiscatory.” *See Thurman v. Bayshore* (2012) 203 Cal. App. 4th
2 1112 (substantially reducing PAGA penalties by 30% under this provision). Defendant contested
3 Plaintiff’s claim for PAGA penalties.

4 64. PAGA penalties are also derivative of each and every other claim, and Defendant argued
5 the PAGA claims would be subject to the same defenses as the underlying claims, as well as additional
6 equitable defenses, including substantial compliance. Finally, under *Amaral v. Cintas Corp.* (2008)
7 163 Cal.App.4th 1157, Defendant asserted that penalties under PAGA could, at best, be awarded only
8 at the rates obtainable for initial violations under the applicable statutes, because Defendant had never
9 been notified of the alleged violations. *Id.* at 1208-1209.

10 65. Plaintiff estimated Defendant’s total exposure on the PAGA claim at approximately
11 **\$416,200.00** (4,162 PAGA Pay Periods x \$100). However, Class Counsel also estimated any PAGA
12 recovery would be substantially reduced and applied discounts in light of the countervailing
13 arguments with regard to the other causes of action and the Court’s power to award “a lesser amount
14 than the maximum civil liability.” Class Counsel applied a discount of 90% to get an adjusted realistic
15 exposure of \$41,620.00. The PAGA allocation agreed upon by the Parties, therefore, was **\$40,000.00**,
16 subject to the Court’s final approval. 75% of that amount (\$30,000.00) will be paid to the LWDA out
17 of the Gross Settlement Amount, and the remaining 25% (\$10,000.00) will be distributed to the
18 Aggrieved Employees.

19 Unfair Business Practices

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

24 Summary

25 67. The foregoing discussion establishes the adequacy of the Settlement amount in light of the
26 merits of Plaintiff’s case and establishes the fairness of the class-action settlement in the instant case,
27 including by analyzing it in light of the *Clark* and *Kullar* decisions. It does so by explaining the legal
28 basis for each of Plaintiff’s causes of action, summarizing the evidence that Class Counsel gathered

1 in support of those causes of action, and relating to Defendant's legal and factual arguments that
2 worked to detract from the strength of Plaintiff's case.

3 68. Class Counsel applied reasonable and justified discounts, considering the facts and legal
4 contexts outlined above. These substantial discounts were necessary in light of Defendant's
5 contentions and denial of liability. In addition, Defendant argued that said employees were
6 dissimilarly situated co-workers, making the certification of all Class Members less than a certainty.
7 This Settlement, like most others, was the product of compromise. As addressed above, Plaintiff
8 estimated that Defendant faced approximately \$486,786.60 in total realistic exposure on Plaintiff's
9 main claims. The Gross Settlement Amount of \$385,000.00, therefore, represents a recovery for the
10 Class Members of approximately 79% of the total realistic exposure Plaintiff estimated Defendant
11 could face on these class-wide claims. Class Counsel submits that this is an optimal result for the
12 Class in light of all of the factors described above.

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

14 69. Under the Settlement, Class Counsel requests, without opposition from Defendant, an
15 award of \$128,333.33 for attorneys' fees and up to \$20,000.00 for reasonable expenses incurred to
16 prosecute the Action. This request is fair, reasonable, and adequate to compensate Class Counsel for
17 the substantial work they have put into this case. Moreover, the risk they assumed by taking it in the
18 first place as they will not receive any compensation for their efforts until recovery is obtained for the
19 Class. The attorneys' fees award is intended to reimburse Class Counsel for all uncompensated work
20 that they have already done and for all the work they will continue to do in carrying out and overseeing
21 the notification to Class Members, communicating with Class Members regarding their claims, and
22 assisting in the administration of the Settlement if it is preliminarily approved. The requested fee is
23 reasonable for the services provided to Class Members and for the benefits they are to receive.

24 **Class Representative Enhancement Award is Fair and Reasonable**

25 70. Plaintiff is entitled to a reasonable service payment for her efforts and initiative in bringing
26 and helping to prosecute this action. Plaintiff spent significant time better apprising herself of her
27 rights, deciding whether remedial action should be taken and how it should be taken, searching for
28

1 attorneys, and contacting Class Counsel, who spent many hours with Plaintiff discussing the case and
2 the law.

3 71. Both before and after the filing of this lawsuit, Plaintiff conferred with Class Counsel to
4 discuss every aspect of her case. Plaintiff provided Class Counsel with information about Defendant
5 and about the industry generally, produced and reviewed documents, identified witnesses, consulted
6 with Class Counsel regarding litigation strategy, participated in the mediation process, monitored the
7 progress of the litigation with Class Counsel, and reviewed and signed the Settlement Agreement. In
8 light of the foregoing, Class Counsel believes that the \$10,000.00 Class Representative Enhancement
9 Award to Plaintiff is fair and reasonable.

10 **Proposed Class Notice Provides Adequate Notice**

11 72. The notification procedure set out in the Settlement Agreement provides the greatest
12 likelihood that each and every Class Member will receive the Class Notice, attached to the Settlement
13 as Exhibit A. Under the Settlement, not later than fourteen (14) days after the Court grants Preliminary
14 Approval of the Settlement, Defendant will deliver the Class Data to the Settlement Administrator, in
15 the form of a Microsoft Excel spreadsheet. (Exhibit 1, Settlement Agreement, ¶ 4.2.) Not later than
16 fourteen (14) days after receiving the Class Data, the Settlement Administrator will send to all Class
17 Members identified in the Class Data, via first-class USPS mail, the Class Notice with Spanish
18 translation substantially in the form attached to the Settlement Agreement as Exhibit A. (Exhibit 1,
19 Settlement Agreement, ¶ 7.4.2.) The Class Notice includes a summary of the case and settlement
20 terms and provides Class Members with detailed instructions on how to exclude themselves, object
21 to the settlement, and challenge the number of Workweeks and/or PAGA Pay Periods attributed to
22 each Class Member per Defendant's records. (Exhibit 1, Settlement Agreement, Exhibit A, Class
23 Notice). Class Members will have forty-five (45) days from the mailing of the Class Notice (plus an
24 additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to opt out
25 of the Settlement, object to the Settlement, and/or dispute the number of Workweeks and/or PAGA
26 Pay Periods ("Response Deadline"). (Exhibit 1, Settlement Agreement, ¶¶ 1.40, 7.4.4.) This is the
27 best and most practicable way to ensure the greatest possible number of Class Members will receive
28 the Class Notice.

73. The Class Notice itself fully apprises Class Members of the nature of the lawsuit, the claims involved, the terms of the Settlement, and their options thereunder. (Exhibit 1, Settlement Agreement, Exhibit A, Class Notice). It provides for a specific procedure to seek exclusion from the Class, dispute payments and Class Data, challenge Workweek and PAGA Pay Period data, and make objections to the Settlement. (Exhibit 1, Settlement Agreement, Exhibit A, Class Notice). In the Class Notice, Class Members will also receive Class Counsel's contact information so they can speak to attorneys conversant with the legal and factual issues involved in this case, as well as the contact information for the Settlement Administrator. The efforts taken to ensure that Class Members receive the Class Notice and are well informed about the settlement are reasonable and provide the best notice practicable under the facts.

Qualifications and Adequacy of Class Counsel

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

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

76. D.Law has litigated and successfully resolved many wage and hour class action cases involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. De La Rosa v. The Coca Cola Company et al. (Superior Court of California in Napa, 17CV000787), Harvey v. Bed Bath & Beyond of California Limited Liability Company (Superior Court of California in Alameda, RG17885153), Paredes v. Bottling Group LLC et. al. (Superior Court of California in Kern), Ramirez v. Harris Ranch Beef Company (Superior Court of California in Fresno, 16CECG04103), Gates v. Gate Gourmet, Inc. et. al. (Southern District of California, 16-cv-01084-L-

1 AGS), Hargrave v. Antelope Valley Hospital (Superior Court of California in Los Angeles,
2 BC663252), Ramirez v. Milton Roy et. al. (Superior Court of California in Los Angeles, BC 632
3 276), Hawkins v. AvalonBay Communities (Superior Court of California in Santa Clara,
4 17CV316492), Jones Tharpe et al. v. Sprint Corporation et al. (Superior Court of California in Los
5 Angeles, BC644645), Ortega et al. v. Nestle Waters North America, Inc. et al. (Superior Court of
6 California in Los Angeles, BC623610), Schultz v. Jimbo's Natural Family, Inc. (Superior Court of
7 California in San Diego, 37-2017-00022348-CUE-OE-CTL), Ambrose v. Victor Valley Global et al.
8 (Superior Court of California in San Bernardino, CIVDS1709289), Puerta-Gildardo v. Real Time
9 Staffing Services LLC et. al. (Superior Court of California in Los Angeles, BC565445), Vargo v.
10 Pregis Innovative Packaging LLC (Superior Court of California in Tulare, 270836), Conlin v. Aegis
11 Senior Communities LLC (Northern District of California, 17-cv-05534-LHK), Galarza v. Kloeckner
12 Metals Corporation (Central District of California, 2:17-cv-04910-FMO), Estes v. L3 Technologies,
13 Inc. et al. (Southern District of California, 3:17-cv-02356-H-JMA), Rowser v. Trunk Club, Inc.
14 (Central District of California, 2:17-cv-05064-DSF-RAO), Leach v. The Claremont Colleges, Inc.
15 (Superior Court of California in Los Angeles, BC686451), Vaesau v. PCT Enterprises, Inc. dba
16 Precision Cabinets (Superior Court of California, County of Contra Costa MSC18-02404), Terry v.
17 TF Louderback, Inc. dba Bay Area Beverage Company (Superior Court of the State of California,
18 County of Contra Costa, MSC18-00859), Roach v. Westcare California, Inc. (Superior Court of
19 California in Kern County, BCV-17-102367-SDS), Patton v. Church & Dwight Co., Inc. (Central
20 District of California, EDCV 18-903-MWF (KKx)), Juarez v. ISL Employees, Inc. (Superior Court
21 of California in Madera, MCV074787), Ferraro v. USC Verdugo Hill s Hospital, et al. (Superior Court
22 of California in Los Angeles, 18STCV09463), Ford v. Account Control Technology, Inc., et al.
23 (Superior Court of California in Los Angeles, 19STCV09369), Ornelas v. iStorage, et al. (Superior
24 Court of California in San Francisco, CGC-18-571421), Martinez v. Ronpak, Inc. (Superior Court of
25 California in Riverside, RIC1901307), Barrera et al. v. Exclusive Wireless, Inc. (Superior Court of
26 California in Stanislaus, 9000687), Barajas v. Mancha Development Company LLC (Superior Court
27 of California in Orange County, 30-2018-00974707-CU-OE-CXC), Prado v. IMAX Corporation dba
28 IMAC Worldwide Home (Superior Court of California in San Bernardino, CIVDS1820265),

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

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

78. The collective experience of the D.Law attorneys in litigating employment wage and hour matters has been integral in identifying legal issues, evaluating the strengths and weaknesses of a case, and generally negotiating fair and reasonable class and representative action settlements. Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the constantly evolving substantive law (state and federal), as well as the procedural law of class and representative action litigation. In this action, the attorneys at D.Law are fully equipped to use the skills and knowledge developed over decades of prosecuting and defending wage and hour class actions to fairly and adequately represent the interests of the Class Members and Aggrieved

1 Employees. Therefore, based on our resources, experience, and knowledge, the attorneys at D.Law
2 are well-qualified to act as Class Counsel and represent the Plaintiff and the putative Class Members
3 and Aggrieved Employees in this action.

4 79. We understand the responsibilities owed as counsel to the class members and the aggrieved
5 employees we represent. The attorneys at D.Law thoroughly investigated the claims asserted in this
6 action and have remained committed to dedicating the resources necessary to represent the Class and
7 vigorously pursue their claims. Based upon my experience and understanding of the claims and
8 defenses in this action, I believe the settlement is fair, adequate, and reasonable for the Class Members
9 and Aggrieved Employees and all involved, and that the Settlement is well within the range of
10 reasonableness that would permit it to be finally approved. I am not aware of any conflict of interest
11 with Plaintiff or any other Class Member that would interfere with the duties as Class Counsel.

12 80. On December 19, 2025, Plaintiff submitted the Class Action and PAGA Settlement
13 Agreement and Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement
14 Agreement and supporting documents to the LWDA. A true and correct copy of the confirmatory
15 email from the LWDA is attached hereto as **Exhibit 3.**

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

18 Executed this 19th day of December 2025 in Glendale, California

19 

20 _____
Enoch J. Kim

EXHIBIT 1

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

JULIE M. BARDELMEIER, an individual,
on behalf of herself and others similarly
situated,

Plaintiff

vs.

LAND OCEAN, INC., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants

Case No. S-CV-0052963

CLASS ACTION

Assigned for all purposes to:

Hon. Leon Dixon

Dept.: 40

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

Original Complaint filed: June 6, 2024

First Amended Complaint filed: April 7, 2025

Trial: None Set

This “Class Action and PAGA Settlement Agreement” (“Agreement”) is made by and between plaintiff Julie M. Bardelmeier (“Plaintiff”) and Land Ocean, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

1.1 “Action” means Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Julie M. Bardelmeier v. Land Ocean, Inc.*, filed on June 6, 2024, in Placer County Superior Court.

1.2 “Aggrieved Employee” means all non-exempt, hourly-paid employees that worked for Defendant in California during the PAGA Period (i.e. the period from June 4, 2023 through March 10, 2025).

1.3 “Class” means all non-exempt, hourly-paid employees that worked for Defendant in California during the Settlement Class Period (i.e. the period from June 6, 2020, through March 10, 2025).

1.4 “Class Counsel” means Emil Davtyan, David Yeremian, Alvin B. Lindsay, Enoch J. Kim, Jean Power, and Arianna Razi of D.Law, Inc.

1.5 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will request approval from the Court of up to one-third of the Gross Settlement Amount, i.e. up to \$128,333.33.

1.6 “Class Counsel Litigation Expenses Payment” means the amount allocated from the Gross Settlement Amount to Class Counsel for reimbursement of reasonable expenses and costs incurred in the Action, not to exceed \$20,000.00. If the Class Counsel Litigation Expenses Payment is less than \$20,000.00, the difference will remain in the Net Settlement Amount to be distributed to the Class Members.

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

1.8 “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).

1.9 “Class Member Address Search” means the Settlement 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 Settlement Administrator with Class Members.

1.10 “Class Notice” means the Court approved Notice of Settlement and Hearing Date for Final Approval, with a Spanish translation, to be mailed to Class Members and as attached at Exhibit A and incorporated by reference into this Agreement.

1.11 “Class Representative” means the named Plaintiff Julie M. Bardelmeier, in the Action seeking Court approval to serve as a Class Representative.

1.12 “Class Representative Enhancement Award” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.13 “Court” means the Superior Court of California, County of Placer.

1.14 “Defendant” means named Defendant Land Ocean, Inc.

1.15 “Defense Counsel” means Alexander M. Medina and Mayra D. Sandoval of Medina McKelvey LLP.

1.16 “Effective Date” means the date by which all of the following have occurred: (a) the Court enters Judgment upon Final Approval; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

1.19 “Gross Settlement Amount” means \$385,000.00 (Three Hundred Eighty-Five Thousand Dollars and Zero Cents), which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below.

1.20 “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.

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

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

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

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

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

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

1.27 “Operative Complaint” means the operative “First Amended Complaint” filed in the Action on April 7, 2025.

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

1.29 “PAGA Period” means the period from June 4, 2023 through March 10, 2025.

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

1.31 “PAGA Notice” means Plaintiff’s June 4, 2024 letter to LWDA and the Defendant providing notice pursuant to Labor Code section 2699.3, subd. (a).

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

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

1.34 “Plaintiff” means Julie M. Bardelmeier, the named plaintiff in the Action.

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

1.36 “Released Class Claims” means the class claims being released on the Release Effective Date and as described in Paragraph 5.2 below.

1.37 “Released PAGA Claims” means the PAGA claims being released on the Release Effective Date as described in Paragraph 5.3 below.

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

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

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

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

1.42 “Settlement Administrator” means ILYM Group (“ILYM”), and ILYM is the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.43 “Settlement Administration Costs” means the amount the Settlement Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Settlement Administrator’s “not to exceed” bid the parties received from ILYM for \$8,950.00.

1.44 “Settlement Class Period” means the period from June 6, 2020, through March 10, 2025.

1.45 “Workweek” means any week, as calculated in this paragraph, during the Class Period which a Class Member worked for Defendant. Workweeks shall be calculated as follows: total number of hours worked, divided by 6 (the average hours worked in a shift rounded), then divided by 5 (number of work days in a workweek). To qualify as hours worked during the Class Period, the Class Member must have time worked recorded in Defendant’s time and payroll system. Time paid, but not worked, such as vacation, medical leave, or any other type of unpaid time off, does not qualify.

2. **RECITALS.**

2.1 On June 6, 2024, Plaintiff commenced the Action by filing a complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum Wages and for All Hours Worked; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Failure to Provide Suitable Seating Under Labor Code § 1198; (4) Meal Period Violations Under Labor Code § 512 and § 226.7; (5) Rest Period Violations Under Labor Code § 226.7; (6) Failure to Provide Accurate and Itemized Wage Statements Under Labor Code § 226; (7) Violation of Labor Code § 221 (Unlawful Deductions); (8) Labor Code § 204 (Timely Payment of Wages); (9) Violation of Labor Code § 203 (Timely Payment of Wages at Termination); (10) Violation of Labor Code § 245 and § 246 (Accurate Payment of Paid Sick Time); (11) Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802; and (12) Violation of Business & Professions Code § 17200 *et seq.* On June 4, 2024, and pursuant to Labor Code § 2699.3, subd.(a), Plaintiff gave timely notice to the LWDA and Defendant that Plaintiff intended to proceed with a representative action under PAGA (LWDA-CM-1032089-24). On April 7, 2025, after the 65-day statutory period

1 passed and after Plaintiff received leave to file an amended complaint by the Court, Plaintiff filed
2 her First Amended Complaint (Operative Complaint), which added claims for penalties under
3 PAGA, Labor Code §2698 *et seq.*

4 2.2 Defendant denies the allegations in the Operative Complaint, denies any failure to
5 comply with the laws identified in the Operative Complaint, and denies any and all liability for
6 the causes of action alleged.

7 2.3 On January 8, 2025, the Parties participated in a mediation presided over by mediator
8 Darren Cohen and were able to reach an agreement on general settlement terms. The Parties'
9 agreement was memorialized thereafter in a Memorandum of Understanding.

10 2.4 In advance of mediation, Class Counsel conducted a thorough investigation into the facts
11 of, and applicable law to, the Action, including speaking to current and former employees of
12 Defendant regarding Defendant's employment policies and practices. Prior to mediation, Plaintiff
13 also obtained and analyzed 100% sampled production of time and payroll data for Class Members
14 and the necessary policy documents through informal discovery to properly evaluate the strengths
15 and weaknesses of the claims and engage in meaningful settlement discussions. Plaintiff's
16 investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot*
17 *Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168
18 Cal.App.4th 116, 129-130 (2008) ("*Dunk/Kullar*").

19 2.5 The Court has not granted class certification.

20 2.6 The Parties, Class Counsel, and Defense Counsel represent that they are not aware of
21 any other pending matter or action asserting claims that will be extinguished or affected by the
22 Settlement.

23 3. **MONETARY TERMS.**

24 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
25 Defendant will pay \$385,000.00 ("Gross Settlement Amount") on a non-reversionary basis. The
26 Gross Settlement Amount does not include employer payroll taxes owed on the Wage Portion of
27 the Individual Class Payments, which Defendant will pay separately.
28

1 3.2 Schedule for Payment of the Gross Settlement Amount: Defendant shall fully fund the
2 Gross Settlement Amount and also fund the amounts necessary to fully pay Defendant's share of
3 payroll taxes by transmitting the funds to the Settlement Administrator no later than fifteen (15)
4 days after the Effective Date.

5 3.3 Cure Period, Interest Clause: If Defendant fails to make any payment of the Gross
6 Settlement Amount by the deadlines set forth in Paragraph 3.2 and pursuant to the Settlement
7 Administrator's payment timeline, and such failure continues for more than thirty (30) days after
8 written notice from the Settlement Administrator of such failure, then the unpaid portion of the
9 Gross Settlement Amount due will incur interest at the statutory rate for a judgment for wage
10 under California law. Any such interest accrued will be distributed pro rata to the Participating
11 Class Members or otherwise as the Court directs. Defendant shall have no power over transferred
12 funds, or to alter the schedule set forth in Paragraph 3.2 of this Agreement, absent court order.
13 Any dispute between the Parties as to the meaning and/or application of Paragraph 3.2 will be
14 submitted to the Court. No interest will accrue during the time that any Paragraph 3.2 issue is
15 submitted to and is before the Court.

16 3.4 Payments from the Gross Settlement Amount. Subject to the terms and conditions of this
17 Agreement, the Settlement Administrator will make and deduct the following payments from the
18 Gross Settlement Amount in the amounts specified by the Court in the Final Approval:

19 3.4.1 To Plaintiff: A payment for the Class Representative Enhancement Award to the
20 Class Representative, Julie M. Bardelmeier, of not more than \$10,000.00 (Ten Thousand Dollars
21 and Zero Cents) in addition to any Individual Class Payment and any Individual PAGA Payment
22 the Class Representative is entitled to receive as a Participating Class Member. Defendant will
23 not oppose Plaintiff's request for a Class Representative Enhancement Award that does not
24 exceed this amount. As part of the motion for the Class Counsel Fees Payment and Class Counsel
25 Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative
26 Enhancement Award. If the Court approves a Class Representative Enhancement Award less than
27 the amount requested, the Settlement Administrator will retain the remainder in the Net
28 Settlement Amount to be distributed to Participating Class Members. The Settlement

Administrator will pay the Class Representative Enhancement Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Enhancement Award.

3.4.2 To Class Counsel: A Class Counsel Fees Payment of one-third of the Gross Settlement Amount, which is currently estimated to be \$128,333.33, and a Class Counsel Litigation Expenses Payment for actual costs incurred. Defendant will not oppose requests for these payments. Plaintiff and/or Class Counsel will file a motion requesting Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 (sixteen) court days prior to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Settlement Administrator will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members. Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion of Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Settlement Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms.

3.4.3 To the Settlement Administrator: A Settlement Administration Costs payment not to exceed \$8,950.00 except for a showing of good cause and as approved by the Court. To the extent the Settlement Administration Costs are less or the Court approves payment of less than \$8,950.00, the Settlement Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members.

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

3.4.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. 80%

of each Participating Class Member's Individual Class Payment will be allocated to interest and penalties (the "Non-Wage Portion"). The Non-Wage Portion is not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.4.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Settlement 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.

3.4.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$40,000.00 will be paid from the Gross Settlement Amount, with 75% (\$30,000.00) allocated to the LWDA PAGA Payment and 25% (\$10,000.00) allocated to the Individual PAGA Payments. Aggrieved Employees cannot opt out of the PAGA portion of the Settlement.

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

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Workweeks and PAGA Pay Periods. Defendant estimates that there are **447** Class Members who collectively worked a total of **18,200** Workweeks during the Settlement Class Period, and **201** Aggrieved Employees who worked a total of **4,359** PAGA Pay Periods during the PAGA Period.

1 4.2 Class Data. Not later 14 days after the Court grants Preliminary Approval of the
2 Settlement, Defendant will deliver the Class Data to the Settlement Administrator, in the form of
3 a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Settlement
4 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
5 of this Settlement and for no other purpose, and restrict access to the Class Data to Settlement
6 Administrator employees who need access to the Class Data to effect and perform under this
7 Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers
8 that the Class Data omitted class member identifying information and to provide corrected or
9 updated Class Data as soon as reasonably feasible. Without any extension of the deadline by
10 which Defendant must send the Class Data to the Settlement Administrator, the Parties and their
11 counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any
12 issues related to missing or omitted Class Data.

13 4.3 Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross
14 Settlement Amount and the amounts necessary to fully pay Defendant's share of employer-side
15 payroll taxes by transmitting the funds due to the Administrator no later than 14 days after the
16 Effective Date.

17 4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendant fully
18 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class
19 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
20 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
21 Payment, and the Class Representative Service Payment.

22 4.4.1 The Settlement Administrator will issue checks for the Individual Class Payments
23 and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail.
24 The face of each check shall prominently state the date (180 days after the date of mailing) when
25 the check will be voided ("Void Date"). The Settlement Administrator will cancel all checks not
26 cashed by the Void Date. The Settlement Administrator will send checks for Individual Class
27 Payments to all Participating Class Members (including those for whom the Class Notice was
28 returned undelivered). The Settlement Administrator will send checks for Individual PAGA

1 Payments to all Aggrieved Employees including Non-Participating Class Members who qualify
2 as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The
3 Settlement Administrator may send Participating Class Members a single check combining the
4 Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the
5 Settlement Administrator must update the recipients' mailing addresses using the National
6 Change of Address Database.

7 4.4.2 The Settlement Administrator must conduct a Class Member Address Search for all
8 Class Members whose checks are returned undelivered without a USPS forwarding address.
9 Within seven (7) days of receiving a returned check, the Settlement Administrator must re-mail
10 checks to the USPS forwarding address provided or to an address ascertained through the Class
11 Member Address Search. The Settlement Administrator need not take further steps to deliver
12 checks to Class Members whose re-mailed checks are returned as undelivered. The Settlement
13 Administrator shall promptly send a replacement check to any Class Member whose original
14 check was lost or misplaced, requested by the Class Member prior to the void date.

15 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA
16 Payment check is uncashed and canceled after the Void Date, the Settlement Administrator shall
17 transmit the funds represented by such checks to the California Controller's Unclaimed Property
18 Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the
19 requirements of California Code of Civil Procedure Section 384, subd. (b).

20 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall
21 not obligate Defendant to confer any additional benefits or make any additional payments to Class
22 Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

23 5. **RELEASES OF CLAIMS.** Upon the Effective Date and the date Defendant fully funds the
24 Gross Settlement Amount, Plaintiff, Class Members, and Aggrieved Employees will release
25 claims against all Released Parties as follows:

26 5.1 **Plaintiff's Release.** Plaintiff and her respective former and present spouses,
27 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,
28 releases and discharges Released Parties from all claims, transactions, or occurrences up to the

1 date of Plaintiff's execution of this Agreement, including, but not limited to: (a) all claims that
2 were, or reasonably could have been, alleged, based on the facts contained, in the Operative
3 Complaint; (b) all PAGA claims that were, or reasonably could have been, alleged based on facts
4 contained in the Operative Complaint and the PAGA Notice to the LWDA; (c) any claims arising
5 out of her employment by Defendant ("Plaintiffs' Release"). Plaintiff's Release does not extend
6 to any claims under the Fair Employment and Housing Act, California Family Rights Act, and
7 wrongful termination in violation of public policy or any of the claims articulated in Plaintiff's
8 Right To Sue Letter dated December 15, 2024 (CRD Matter Number: 202412-27425016)
9 ("Preserved Claims"). Plaintiff's Release also does not extend to any claims or actions to enforce
10 this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits,
11 social security benefits, workers' compensation benefits that arose at any time, or to any claims
12 arising after the date of Plaintiffs' execution of this Agreement. Plaintiff acknowledges that
13 Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff
14 now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and
15 remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's
16 discovery of them.

17 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
18 purposes of Plaintiffs' Release, and excluding the Preserved Claims in Paragraph
19 5.1 above, Plaintiff expressly waives and relinquishes the provisions, rights, and
20 benefits, if any, of section 1542 of the California Civil Code, which reads:

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

25 5.2 Release by Participating Class Members: All Participating Class Members, on behalf of
26 themselves and their respective former and present representatives, agents, attorneys, heirs,
27 administrators, successors, and assigns, release the Released Parties from all claims alleged or
28 which could have reasonably been alleged based on the facts alleged in the Operative Complaint
("Released Class Claims"), including claims for unpaid minimum wage payments, regular wages,

overtime wages; failure to pay overtime at the regular rate of pay; failure to pay wages during employment; failure to pay all wages due upon separation of employment; failure to provide suitable seating; failure to maintain and provide accurate records; meal and rest break violations; failure to pay meal and rest break premiums; wage statement violations; failure to pay sick leave wages and pay sick leave wages at the correct rate; failure to reimburse for necessary business expenditures; claims for unlawful deductions; claims for unlawful tip pooling; claims for civil and statutory penalties, interest, liquidated damages, attorney's fees and costs; claims under California Labor Code sections 201, 202, 203, 204, 206.5, 210, 218, 218.5, 218.6, 221, 226, 226.2, 226.7, 245, 246, 248.1, 248.2, 248.5, 351, 432.5, 510, 511, 512, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2802, 2926, 2927, and applicable Industrial Welfare Commission Wage Orders; and unfair competition claims under California Business & Professions Code sections 17200-17204. The Released Class Claims are those that accrued during the Settlement 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 claims for PAGA civil penalties that were alleged or reasonably could have been alleged based on the facts stated in the Operative Complaint and the PAGA Notice to the LWDA ("Released PAGA Claims"), including claims for civil penalties for violations of Labor Code sections 201, 202, 203, 204, 206.5, 210, 218, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 245, 246, 248.1, 248.2, 248.5, 351, 432.5, 510, 511, 512, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2802, 2698 *et seq.*, 2926, 2927, and applicable Industrial Welfare Commission Wage Orders. The Released PAGA Claims are those that accrued during the PAGA Period.

6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiff will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

6.1 Defendant's Statement of Non-Opposition in Support of Preliminary Approval. Defendant may file a statement of non-opposition in support of preliminary approval to be filed with or after the Motion for Preliminary Approval documents.

1 6.2 Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining
2 Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the
3 Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*
4 and a request for approval of the PAGA portion of the Settlement under Labor Code Section 2699,
5 subd. (f)(2)); (ii) a draft proposed Preliminary Approval order; (iii) a draft proposed Class Notice;
6 (iv) a signed declaration from the Settlement Administrator attaching its "not to exceed" bid for
7 administering the Settlement and attesting to its willingness to serve; competency; operative
8 procedures for protecting the security of Class Data; all facts relevant to any actual or potential
9 conflicts of interest with Class Members; and the nature and extent of any financial relationship
10 with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff
11 confirming willingness and competency to serve and disclosing all facts relevant to any actual or
12 potential conflicts of interest with Class Members, and/or the Settlement Administrator; (vi) a
13 signed declaration from Class Counsel firm attesting to its competency to represent the Class
14 Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice
15 of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section
16 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vii) all facts
17 relevant to any actual or potential conflict of interest with Class Members, and/or the Settlement
18 Administrator. In their declarations, Plaintiff and Class Counsel shall aver that they are not aware
19 of any other pending matter or action asserting claims that will be extinguished or adversely
20 affected by the Settlement.

21 6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
22 for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a
23 prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary
24 Approval no later than 16 (sixteen) court days before the hearing, unless otherwise ordered by the
25 Court, and deliver the Court's Preliminary Approval to the Settlement Administrator.

26 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
27 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
28 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person

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

7. SETTLEMENT ADMINISTRATION.

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

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

7.4 Notice to Class Members.

7.4.1 No later than five (5) calendar days after receipt of the Class Data, the Settlement 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 14 (fourteen) days after receiving the Class Data, the Settlement Administrator will send to all Class

Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notice, the Settlement Administrator shall update Class Member addresses using the National Change of Address Database.

7.4.3 Not later than five (5) calendar days after the Settlement Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Settlement 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 Settlement Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Settlement 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 fourteen (14) days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Settlement Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

1 7.5 Requests for Exclusion (Opt-Outs).

2 7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class portion
3 of the Settlement must send the Settlement Administrator, by fax, email, or mail, a signed written
4 Request for Exclusion not later than 45 (forty-five) days after the Settlement Administrator mails
5 the Class Notice (plus an additional 14 (fourteen) days for Class Members whose Class Notice is
6 re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that
7 reasonably communicates the Class Member's election to be excluded from the Class portion of
8 the Settlement and includes the Class Member's name, address and email address or telephone
9 number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by
10 the Response Deadline.

11 7.5.2 The Settlement Administrator may not reject a Request for Exclusion as invalid
12 because it fails to contain all the information specified in the Class Notice. The Settlement
13 Administrator shall accept any Request for Exclusion as valid if the Settlement Administrator can
14 reasonably ascertain the identity of the person as a Class Member and the Class Member's desire
15 to be excluded. The Settlement Administrator's determination shall be final and not appealable
16 or otherwise susceptible to challenge. If the Settlement Administrator has reason to question the
17 authenticity of a Request for Exclusion, the Settlement Administrator may demand additional
18 proof of the Class Member's identity. The Settlement Administrator's determination of
19 authenticity shall be final and not appealable or otherwise susceptible to challenge.

20 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
21 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
22 bound by all terms and conditions of the Settlement, including the Participating Class Members'
23 releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating
24 Class Member actually receives the Class Notice or objects to the Settlement.

25 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
26 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
27 right to object to the class action components of the Settlement. Because future PAGA claims are
28 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who

are Aggrieved Employees are deemed to release the Released PAGA Claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 (forty-five) days after the Settlement Administrator mails the Class Notice (plus an additional 14 (fourteen) days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Settlement Administrator via fax, email or mail. The Settlement Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Settlement Administrator is entitled to presume that the Workweeks and PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Settlement 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 Settlement 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 Settlement 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 Enhancement Award.

7.7.2 Participating Class Members may send written objections to the Settlement 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 Settlement Administrator must do so not later than 45 (forty-five) days after the Settlement Administrator's mailing of the Class Notice (plus an additional 14 (fourteen) days for Class Members whose Class Notice was re-mailed).

1 7.7.3 Non-Participating Class Members have no right to object to any of the class action
2 components of the Settlement.

3 7.8 Settlement Administrator Duties. The Settlement Administrator has a duty to perform or
4 observe all tasks to be performed or observed by the Settlement Administrator contained in this
5 Agreement or otherwise.

6 7.8.1 Website, Email Address and Toll-Free Number. The Settlement Administrator will
7 establish, maintain and use an internet website to post information of interest to Class Members
8 including the date, time and location for the Final Approval Hearing and copies of the Agreement;
9 Motion for Preliminary Approval; Preliminary Approval; Class Notice; Motion for Final
10 Approval; motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
11 and Class Representative Enhancement Award; the Final Approval; and the Judgment. The
12 Settlement Administrator will also maintain and monitor an email address and a toll-free
13 telephone number to receive Class Member calls, faxes and emails.

14 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Settlement
15 Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their
16 validity. Not later than five (5) days after the expiration of the deadline for submitting Requests
17 for Exclusion, the Settlement Administrator shall email a list to Class Counsel and Defense
18 Counsel containing (a) the names and other identifying information of Class Members who have
19 timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other
20 identifying information of Class Members who have submitted invalid Requests for Exclusion;
21 (c) copies of all Requests for Exclusion submitted (whether valid or invalid).

22 7.8.3 Weekly Reports. The Settlement Administrator must, on a weekly basis, provide
23 written reports to Class Counsel and Defense Counsel that, among other things, tally the number
24 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion
25 (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA
26 Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and
27 Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Settlement
28

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 Settlement 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 Settlement Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Settlement Administrator's Declaration. Not later than 14 (fourteen) days before the date by which Plaintiff is required to file the Motion for Final Approval, the Settlement 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 it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Settlement Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Settlement Administrator's declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within 10 (ten) days after the Settlement Administrator disburses all funds in the Gross Settlement Amount, the Settlement 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 (fifteen) days before any deadline set by the Court, the Settlement 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 Settlement Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE**. Defendant estimated that 447 Class Members collectively worked a total of 18,200 Workweeks from June 6, 2020, through January 8, 2025. If the total number of Workweeks in the Settlement Class Period is calculated

to be more than 10% higher (i.e., more than 1,820 Workweeks higher), then the Gross Settlement Amount is to be increased proportionally by the Workweeks in excess of 20,020 Workweeks. For example, if the total Workweeks for the applicable period are 20,202, representing an eleven percent (11%) increase in the number of Workweeks, then the Gross Settlement Amount will increase by one percent (1%). If this provision is triggered, the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third of the Gross Settlement Amount after the upward adjustment required by this provision is implemented. Alternatively, if this provision is triggered, Defendant may choose not to increase the Gross Settlement Amount, and instead, Defendant may choose to end the Class Period on an earlier date that results in a Workweek count that does not exceed 20,020.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ten percent (10%) of the total of all Class Members, Defendant may, but is not obligated, to 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 Settlement Administration Costs incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Settlement Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

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

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

1 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
2 accepted by the Court.

3 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
4 Approval on any material change to the Settlement (including, but not limited to, the scope of
5 release to be granted by Class Members), the Parties will expeditiously work together in good
6 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
7 Approval. The Court's decision to award less than the amounts requested for the Class
8 Representative Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation
9 Expenses Payment, and/or Administration Costs shall not constitute a material modification to
10 the Agreement within the meaning of this paragraph.

11 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
12 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
13 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
14 and (iii) addressing such post-Judgment matters as are permitted by law.

15 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
16 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
17 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
18 counsel, and all Participating Class Members who did not object to the Settlement as provided in
19 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
20 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
21 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
22 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'
23 obligations to perform under this Agreement will be suspended until such time as the appeal is
24 finally resolved and the Judgment becomes final.

25 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
26 reviewing court vacates, reverses, or modifies the Judgment in a manner that requires a material
27 modification of this Agreement (including, but not limited to, the scope of release to be granted
28 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 Judgment, sharing, on a 50-50 basis, any additional Settlement Administration Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Enhancement Award, Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment 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 §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 has 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, Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person

1 to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly,
2 specifically or generally, to any person, corporation, association, government agency, or other
3 entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed
4 to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to
5 report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or
6 (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each
7 Party agrees to immediately notify the other Party of any judicial or agency order, inquiry, or
8 subpoena seeking such information. This paragraph does not restrict Class Counsel's
9 communications with Class Members in accordance with Class Counsel's ethical obligations
10 owed to Class Members.

11 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and
12 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
13 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
14 to communicate with Class Members in accordance with Class Counsel's ethical obligations
15 owed to Class Members.

16 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
17 together with its attached exhibits shall constitute the entire agreement between the Parties
18 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
19 inducements made to or by any Party.

20 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
21 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
22 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
23 its terms, and to execute any other documents reasonably required to effectuate the terms of this
24 Agreement including any amendments to this Agreement.

25 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
26 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
27 Agreement, submitting supplemental evidence and supplementing points and authorities as
28 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 mediator Darren Cohen for resolution.

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

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

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

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

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

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

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

12.14 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.

12.15 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.

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

To Plaintiff:

D.LAW, INC.
David Yeremian
d.yeremian@d.law
Alvin B. Lindsay
a.lindsay@d.law
Enoch J. Kim
e.kim@d.law
Jean Power
j.power@d.law
Arianna Razi
a.razi@d.law
450 N. Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Fax: (818) 962-6469

To Defendant:

MEDINA McKELVEY LLP
Alexander M. Medina
alex@medinamckelvey.com
Mayra D. Sandoval
mayra@medinamckelvey.com
925 Highland Pointe Drive, Suite 300
Roseville, CA 95678
Telephone: (916) 960-2211
Fax: (916) 742-5488

1 12.17 Execution in Counterparts. This Agreement may be executed in one or more
2 counterparts by facsimile, electronically (i.e. DocuSign), or by email which for purposes of this
3 Agreement shall be accepted as an original. All executed counterparts and each of them will be
4 deemed to be one and the same instrument if counsel for the Parties will exchange between
5 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
6 the existence and contents of this Agreement.

7 12.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the
8 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
9 agree that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date
10 to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

11 12.19 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.
12 Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by
13 Defendant in connection with the mediation, other settlement negotiations, or in connection with
14 the Settlement, may be used only with respect to this Settlement, and no other purpose, and may
15 not be used in any way that violates any existing contractual agreement, statute, or rule of court.
16 Not later than 90 (ninety) days after the date when the Court discharges the Settlement
17 Administrator's obligation to provide a declaration confirming the final pay out of all Settlement
18 funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from
19 Defendant unless, prior to the Court's discharge of the Settlement Administrator's obligation,
20 Defendant makes a written request to Class Counsel for the return, rather than the destructions,
21 of Class Data.

22 12.20 Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
23 the Parties request that the Court first attempt to construe the provisions valid to the fullest extent
24 possible consistent with applicable precedents, so as to define all provisions of this Agreement
25 valid and enforceable.

26 12.21 Severability. In the event that one or more of the provisions contained in this Agreement
27 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
28 illegality, or unenforceability shall in no way effect any other provision if Defense Counsel and

Class Counsel, on behalf of the Parties, the Class Members, and the Aggrieved Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED.

By the Parties:

DATED: 10/17/2025

DocuSigned by:

1EB0AG2163444EE...

Plaintiff Julie M. Bardelmeier

DATED: _____

Defendant Land Ocean, Inc.

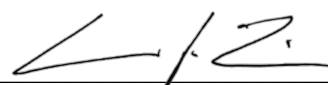
By: _____

Position: _____

Approved by counsel:

DATED: October 17, 2025

D.LAW, INC.

BY: 

David Yeremian

Alvin Lindsay

Enoch J. Kim

Jean Power

Arianna Razi

Counsel for Plaintiff Julie M. Bardelmeier

DATED: October __, 2025

MEDINA McKELVEY LLP

BY: _____

Alexander M. Medina

Mayra D. Sandoval

Attorneys for Defendant Land Ocean, Inc.

Class Counsel, on behalf of the Parties, the Class Members, and the Aggrieved Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED.

By the Parties:

DATED: _____

Plaintiff Julie M. Bardelmeier

DATED: 11/14/2025

DocuSigned by:

Mark Platt

Defendant Land Ocean, Inc.

By: Mark Platt

Position: mp

Approved by counsel:

DATED: October __, 2025

D.LAW, INC.

BY: _____

David Yeremian

Alvin Lindsay

Enoch J. Kim

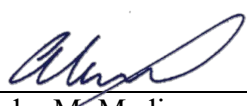
Jean Power

Arianna Razi

Counsel for Plaintiff Julie M. Bardelmeier

DATED: November 21, 2025

MEDINA McKELVEY LLP

BY:  _____

Alexander M. Medina

Mayra D. Sandoval

Attorneys for Defendant Land Ocean, Inc.

EXHIBIT A

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

Julie M. Bardelmeier v. Land Ocean, Inc., No. S-CV-0052963

The Placer County Superior Court authorized this notice. Read it carefully! It is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Land Ocean, Inc. (“Land Ocean”) for alleged wage and hour violations. The Action was filed by former employee, Julie M. Bardelmeier (“Plaintiff”) and seeks payment of (1) unpaid wages and other relief for a class of non-exempt, hourly-paid employees (“Class”) that worked for Land Ocean during the Settlement Class Period (June 6, 2020 through March 10, 2025); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all non-exempt, hourly-paid employees that worked for Land Ocean during the PAGA Period (June 4, 2023 through March 10, 2025) (“Aggrieved Employees”)

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

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

The above estimates are based on Land Ocean’s records showing that **you worked [REDACTED] Workweeks during the Settlement Class Period and you worked [REDACTED] PAGA Pay Periods during the PAGA Period**. If you believe that you worked more Workweeks and/or PAGA Pay Periods during either period, you can submit a challenge by the deadline date. For purposes of this Settlement, a Workweek has been calculated by dividing total hours worked by 6 (the average hours worked in a shift rounded), and dividing by 5 (the number of work days in a workweek).

The Court has already preliminarily approved the proposed Settlement and approved this Class Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Class 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 Land Ocean to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Land Ocean.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Land Ocean for claims released in the Settlement.
EXCLUDE YOURSELF	Receive no money from the Class Settlement. You will retain the right to pursue your own legal claims against Land Ocean. However, even

QUESTIONS? CALL **1-800-XXX-XXXX** TOLL FREE

	if you exclude yourself from the Class Settlement, you will still receive a portion of the PAGA Settlement and be bound by it.
OBJECT	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Land Ocean for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS	Challenge your number of Workweeks and/or PAGA Pay Periods listed in this Class Notice and supply any supporting evidence. If you challenge your Workweeks and/or PAGA Pay Periods, you will still be part of the Settlement and will give up rights to sue Land Ocean for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Land Ocean’s records indicate that you worked for Land Ocean at some point(s) between June 6, 2020 through March 10, 2025 and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the lawsuit, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members’ claims, which are described below, during the Settlement Class Period. The Settlement will also resolve claims for civil penalties brought under PAGA. If you are a Class Member, you are also an “Aggrieved Employee” if you worked for Land Ocean during the “PAGA Period,” which is June 4, 2023 through March 10, 2025.

If the Court grants Final Approval to the Settlement, a Settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to keep your address up to date with the Settlement Administrator at all times (the Settlement Administrator’s contact information can be found in Section 12).

This Class Notice explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

The Court in charge of the lawsuits is the Placer County Superior Court, and the case is named, “*Julie M. Bardelmeier v. Land Ocean, Inc.*” No. S-CV-0052963. The person who sued, Julie M. Bardelmeier, is the Plaintiff, and the company she sued, Land Ocean, Inc., is the Defendant.

2. WHAT ARE THE LAWSUITS ABOUT?

The Plaintiff in the lawsuit claims that Defendant: (1) failed to pay workers for all minimum wages owed; (2) failed to pay workers for all overtime hours worked; (3) failed to provide workers suitable seating; (4) failed to provide workers with lawful meal periods; (5) failed to provide workers with lawful rest periods; (6) failed to provide workers with accurate itemized wage statements; (7) made unlawful deductions from wages; (8) failed to timely pay wages due; (9) failed to timely pay wages upon termination; (10) failed to provide workers paid sick leave at the regular rate of pay; (11) failed to reimburse workers for necessary business expenses; and (12) violated California’s Unfair Competition Law. In addition, the Plaintiff is seeking to recover civil penalties pursuant to PAGA for alleged violations of the California Labor Code by Defendant, based on the allegations above. Defendant denies Plaintiff’s claims and denies any wrongdoing.

3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called a Class Representative (in this case, the Plaintiff) sue on behalf of all employees who they contend have similar claims. All of these employees are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of the Plaintiff or Defendant on the merits of the claims alleged in the lawsuit. Plaintiff believes she would win at trial. Defendant thinks that Plaintiff's lawsuit would not proceed to a trial and/or that Plaintiff would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of proceedings leading up to a trial, a trial, the risk of losing the right to a trial or at trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. The Plaintiff and Class Counsel believe the Settlement is fair and reasonable and in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Class Notice, you are a Class Member for settlement purposes. The Class includes: All non-exempt, hourly-paid employees that worked for Defendant in California at any time from June 6, 2020, through March 10, 2025.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount ("GSA") of \$385,000.00 to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys' fees of \$128,333.33 and reimbursement of costs incurred to prosecute the Action, which is currently estimated not to exceed \$20,000.00; a Class Representative Enhancement Award of \$10,000.00 to Plaintiff (for her work and efforts prosecuting this case); a PAGA Penalties payment of \$40,000.00 to resolve the PAGA claims; and Settlement Administration Costs to ILYM Group, estimated at \$8,950.00. The exact amount of the Class Counsel's Fees Payment and Litigation Expenses Payment, Class Representative Enhancement Award, and Settlement Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the "Net Settlement Amount" or the "NSA," is currently estimated to be approximately **\$177,716.67**. The NSA will be apportioned and paid out as Individual Class Payments to the Participating Class Members, who are the Class Members who have not submitted a valid request for exclusion from the Class Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$40,000.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties payment, or \$30,000.00, will be paid to the

California Labor and Workforce Development Agency. The remaining 25% of the PAGA Penalties payment, or \$10,000.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

Individual Class Payment: An approximation of your Individual Class Payment appears on the first page of this Class Notice and is based on the number of Workweeks you worked, as represented in Defendant's records, in comparison to other employees during the period from June 6, 2020, through March 10, 2025.

Eighty percent (80%) of each Class Member's Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and twenty percent (20%) of each Class Member's Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 20% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

Individual PAGA Payment: If you worked for Defendant from June 4, 2023 through March 10, 2025 ("PAGA Period"), you are also an "Aggrieved Employee" and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. Aggrieved Employees will receive a portion of the PAGA settlement, even if they submit a valid Request for Exclusion from the Settlement. One hundred percent (100%) of each Aggrieved Employees' Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on a Form 1099 by the Settlement Administrator.

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

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, please submit a challenge and provide any supporting evidence to the Settlement Administrator, whose contact information is listed in Section 12 below.

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a final fairness hearing on [REDACTED], 2026, to decide whether to finally approve the Settlement. If the Court finally approves the Settlement, the Settlement Administrator will mail out payments within 30 days of the Court entering judgment upon final approval. However, there could be appeals which delay the Settlement administration process. It is also uncertain whether these appeals can be resolved, and resolving them could take a long time. For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or "releasing" the Released Class Claims described below against Defendant and all of Defendant's

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

former and present officers, directors, subsidiaries, affiliates, shareholders, members, agents, attorneys, insurers, predecessors, successors, owners, and assigns (“Released Parties”):

Released Class Claims: Upon the Effective Date and the date Defendant fully funds the Gross Settlement Amount, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims alleged or which could have reasonably been alleged based on the facts alleged in the Operative Complaint (“Released Class Claims”), including claims for unpaid minimum wage payments, regular wages, overtime wages; failure to pay overtime at the regular rate of pay; failure to pay wages during employment; failure to pay all wages due upon separation of employment; failure to provide suitable seating; failure to maintain and provide accurate records; meal and rest break violations; failure to pay meal and rest break premiums; wage statement violations; failure to pay sick leave wages and pay sick leave wages at the correct rate; failure to reimburse for necessary business expenditures; claims for unlawful deductions; claims for unlawful tip pooling; claims for civil and statutory penalties, interest, liquidated damages, attorney’s fees and costs; claims under California Labor Code sections 201, 202, 203, 204, 206.5, 210, 218, 218.5, 218.6, 221, 226, 226.2, 226.7, 245, 246, 248.1, 248.2, 248.5, 351, 432.5, 510, 511, 512, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2802, 2926, 2927, and applicable Industrial Welfare Commission Wage Orders; and unfair competition claims under California Business & Professions Code sections 17200-17204. The Released Class Claims are those that accrued during the Settlement Class Period.

Released PAGA Claims: Upon the Effective Date and the date Defendant fully funds the Gross Settlement Amount, 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 claims for PAGA civil penalties that were alleged or reasonably could have been alleged based on the facts stated in the Operative Complaint and the PAGA Notice to the LWDA (“Released PAGA Claims”), including claims for civil penalties for violations of Labor Code sections 201, 202, 203, 204, 206.5, 210, 218, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 245, 246, 248.1, 248.2, 248.5, 351, 432.5, 510, 511, 512, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2802, 2698 *et seq.*, 2926, 2927, and applicable Industrial Welfare Commission Wage Orders. The Released PAGA Claims are those that accrued during the PAGA Period.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send the Settlement Administrator, by fax, email, or mail, a written and signed Request for Exclusion which must be postmarked no later than [45 days after Class Notice is Mailed]. Be sure to include your name, address, and email address or telephone number, and any other information you think would be helpful to the settlement Administrator to identify you. You can send your request for exclusion to the Settlement Administrator at:

ILYM Group
Bardelmeier v. Land Ocean, Inc. Settlement
XXXXX
City, State, XXXXX
Email:
Fax:

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the lawsuit, except as it relates to Settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period (June 4, 2023 through March 10, 2025). If you ask to be excluded, you may be able to sue (or continue to sue) Defendant in the future.

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

13. DO I HAVE A LAWYER IN THIS CASE?

The Court has determined that D.Law, Inc. is qualified to represent you and the Class Members in the lawsuit. These lawyers are called Class Counsel and their contact information is listed below.

D.LAW, INC.

Emil Davtyan (SBN 299363)

Emil@d.law

David Yeremian (SBN 226337)

d.yeremnian@d.law

Alvin B. Lindsay (SBN 220236)

a.lindsay@d.law

Jean Hopkins Power (SBN 326509)

j.power@d.law

Enoch J. Kim (SBN 2611716)

e.kim@d.law

Arianna Razi (SBN 356930)

a.razi@d.law

450 N Brand Blvd., Suite 840

Glendale, CA 91203

Telephone: (818) 962-6465

Fax: (818) 962-6469

14. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve \$128,333.33 (or 1/3 of the total settlement) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek reimbursement of costs incurred in the Action, currently estimated not to exceed \$20,000.00. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve payment to Plaintiff Julie M. Bardelmeier in the amount of \$10,000.00 in addition to her Individual Class Payment for the initiative, risk, and time and energy she has spent in service to the Class as Class Representative. The Court may award the Class Representative less than what she has requested.

OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

15. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

Written objections and notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before [REDACTED], 2025, at the following address:

ILYM Group
Bardelmeier v. Land Ocean, Inc. Settlement
XXXXX
City, State, XXXXX
Email:
Fax:

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval hearing, the Settlement Agreement will be approved and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval hearing to voice your objection or to otherwise observe the proceedings.

16. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you are a Participating Class Member.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you, and you do not get any money from the Class Settlement. If you submit both an objection and a request to be excluded from the Settlement, the request to be excluded will control and you will not get any money from this Settlement.

THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

17. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing at [REDACTED] on [REDACTED], 2026 in Department 40 of the Placer County Superior Court located at 10820 Justice Center Drive, Roseville, California 95678, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Enhancement Award and the Class Counsel Fees Payment and Litigations Expenses Payment.

18. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you sent your written objection to the Settlement Administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

GETTING MORE INFORMATION

19. HOW DO I GET MORE INFORMATION?

You may contact Class Counsel at the contact information listed above in Section 15 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, ILYM Group, by calling toll free 1-800-XXXX-XXXX, or you can write to the Settlement Administrator at the following address:

ILYM Group
Bardelmeier v. Land Ocean, Inc. Settlement
XXXXX
City, State, XXXXX
Email:
Fax:

PLEASE DO NOT TELEPHONE THE COURT OR LAND OCEAN, INC.'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL LISTED OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.

EXHIBIT 2

June 4, 2024

VIA ON-LINE SUBMISSION ONLY TO:

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

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

VIA CERTIFIED MAIL TO:

(by certified mail to Land Ocean, Inc. and Tara Alam)

Land Ocean, Inc.
9355 Nine Bark Rd.
Truckee, CA. 96161
Certified Mail Tracking Number: 9414 8112 0620 4706 6588 17

Tara Alam
Agent of Service of Process for Land Ocean, Inc.
9630 Bruceville Road, 106-294
Elk Grove, CA 95757
Certified Mail Tracking Number: 9414 8112 0620 4706 6512 69

**Re: Labor Code § 2698, *et seq.* Private Attorneys' General Act Claim
PAGA Notice Letter to LWDA
Julie M. Bardelmeier v. Land Ocean, Inc.
Superior Court for the County of Placer**

Dear Gentilepersons:

This office represents Plaintiff Julie M. Bardelmeier ("Plaintiff") and other similarly aggrieved employees employed as non-exempt, hourly restaurant workers and other workers and in related positions at Defendants' locations in California during the relevant period (collectively "Aggrieved Employees") for, *inter alia*, violations of California Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.7, 227.3, 246, 248.1, 248.2, 248.5, 351, 354, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, 2810.5, 2698, and 2699, *et seq.*; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq.*

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.* ("the Act"). Plaintiff would like to bring a representative action, pursuant to the Act, on behalf of herself and all other similarly situated Aggrieved Employees, and the State of California, against Defendants LAND OCEAN, INC., a California Corporation and Does 1 through 50 inclusive (all defendants being referred to herein collectively as "Defendants").

Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along with Plaintiff's Class Action Complaint, which is attached to this Notice letter. The



Complaint is being filed concurrently in Placer County Superior Court and will be assigned a local case number. The Complaint allegations and claims are incorporated into this Notice Letter.

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

Relevant Facts

Plaintiff and the Aggrieved Employees worked as hourly, non-exempt servers, bartenders, dishwashers, hosts, bussers, and in other similar and related restaurant work positions for Defendants. Plaintiff, and upon information and belief other similarly situated Employees, were required to perform various restaurant services at Defendants' restaurant locations throughout California. Plaintiff has resided in Placer County, California and was generally employed by Defendants throughout her employment based out of Defendants' restaurant in Roseville, Placer County, California. Defendants own and operate other locations in the State of California, including in Placer County. Additionally, Defendant lists its principal address in Truckee, Nevada County, California. Furthermore, Defendant LAND OCEAN, INC. owns and operates restaurant locations in Folsom, Sacramento County, California and Roseville, Placer County, California. Plaintiff and the other similarly situated Aggrieved Employees were generally asked to perform and engage in similar and related restaurant services tasks for Defendants' customers and at the behest of Defendants and their managers. She consistently worked without being paid all wages due and without being provided all required breaks. More specifically, Plaintiff and the other similarly situated Aggrieved Employees were employed by Defendants and shared similar job duties and responsibilities, were subjected to the same policies and practices, and endured similar violations at the hands of Defendants as the other Employee Aggrieved Employees who served in similar and related positions.

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

Defendant LAND OCEAN, INC., ("LAND OCEAN") is a California Corporation, with its principal executive offices located on Nine Bark Road, Nevada County, California. It is listed as the employer on the wage statements issued to Plaintiff, but with a different address in Folsom,



Sacramento County, California. Plaintiff worked at LAND OCEAN’S location in Roseville, Placer County, California. Upon information and belief other similarly situated Aggrieved Employees employed by the Defendants at their California locations during the relevant time period.

Plaintiff and the Aggrieved Employees were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates, including for meal period and rest break premium payments. Plaintiff also contends that Defendants failed to pay Plaintiff and the Aggrieved Employees all wages due and owing, including by miscalculating wages owed and by requiring off the clock work, failing to provide meal and rest breaks, unlawful tip pooling, and failing to furnish accurate wage statements and timely pay all wages owed, all in violation of various provisions of the California Labor Code and applicable IWC Wage Orders.

During the course of Plaintiff and the Aggrieved Employees’ employment with Defendants, they were not paid all wages they were owed, including for all work performed (resulting in “off the clock” work) and for all their overtime hours worked, or were not paid at the correct rates. This has resulted in systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders. Upon information and belief, Defendants employ other non-exempt, hourly employees as servers, bartenders, dishwashers, hosts, bussers, and in other similar and related restaurant work positions Defendant’s customers based out of Defendants’ facilities in California.

For much of her employment, Plaintiff was employed by Defendants as a server and bartender at one of the Defendants California locations. Plaintiff generally worked over forty hours per week, five to six days per week, which resulted in shifts of approximately eight hours in duration. Plaintiff’s shifts were generally scheduled from 9:30 a.m. through 3:00 p.m. and from 5:30 p.m. to 8:30 p.m.

Plaintiff generally worked more than those scheduled hours due to off the clock work she was required to perform. At least 90% of the time that she worked for the Defendants, Plaintiff was required to go to perform “opening duties” that included preparing garnishes, brewing coffee, opening the bar, getting set up for her shift, helping customers, or helping other employees for 15 – 30 minutes before clocking in for work. All of this time worked went uncompensated by the Defendants.

Moreover, Plaintiff worked more hours than she was scheduled and paid for, including hours worked before and after her work shifts and during her meal and rest breaks, which were consistently interrupted or not provided due to work demands and understaffing. Aggrieved Employees employed as servers, bartenders, dishwashers, hosts, bussers, along with the others in similar and related restaurant services positions, were subject to the same policies and practices uniformly applied and implemented by Defendants.



In addition to their hourly pay, managers would share or pool tips with other employees at a disproportionate and unlawful rate. Upon information and belief, Defendants allowed customers to leave optional tips for employees. The Defendants calculated tips based on sales and not actual tips paid. Upon information and belief, Plaintiff and Aggrieved Employees' shift reports showed the percentage of tips they were to be paid and the Defendants required the Plaintiff and Aggrieved Employees to tip out other employees in the front of the house, even if customers did not actually pay the tips, so the money came out of Plaintiff, and Aggrieved Employees' tips and their minimum wages. Plaintiff was paid \$16 per hour.

Defendants required this tip pooling arrangement and thus violated Labor Code §351, including to the extent Defendants deducted taxes and withholding from the gratuities. Other employees drew from the tip pool and employees were not timely paid all the gratuities they were entitled to receive in the appropriate pay period when the tips were earned.

The Aggrieved Employees therefore experienced violations similar to Plaintiff at Defendants' hands arising under uniformly applied policies. These included requiring off the clock work in the form of hours worked before and after scheduled shifts and during breaks. Some of these tasks required by Defendants and customer demand also occurred before she clocked into Defendants' timekeeping system and after she clocked out for the shift, resulting in further off the clock work. In addition to this pervasive off the clock work before and after scheduled shift start times, Defendants' managers and coworkers contacted Plaintiff by phone during off duty hours before and after her shift hours to address work issues or scheduling or other work related items. She would also receive text messages and instructions regarding work and was required to call other employees to ask, answer and respond to questions, again while off the clock and without compensation.

Plaintiff was therefore not paid for all her hours worked at the required minimum, overtime, and double time wage rates due to Defendants' policy and practice of requiring her to work off the clock and without pay. With work shifts generally scheduled for eight hours or more, this unpaid off the clock work resulted in Plaintiff and the Aggrieved Employees working past eight hours on a shift, which required that they be paid at the correct overtime rate of 1.5 times their regular rate. Defendants thus systematically underpaid Plaintiff and the Aggrieved Employees by failing to pay them at the required overtime rates for all hours over eight in a work shift or over forty in a work week, and all hours over twelve in a day at the required double time rate. Upon information and belief, the Aggrieved Employees were bound by similar scheduling and work policies which Defendants required them to follow and endured similar violations at Defendants' hands as Plaintiff.

As a result of the above-described unlawful requirements to work off the clock, the failure to accurately record all hours worked and the other wage violations they endured at Defendants' hands, Plaintiff and the Aggrieved Employees were not properly paid all wages earned and all wages owed to them by Defendants, including when working more than eight hours in any given day and/or more than forty hours in any given week. As a result of Defendants' unlawful policies and practices, Plaintiff and Aggrieved Employees incurred overtime hours worked for



which they were not adequately and completely compensated, in addition to the hours they were required to work off the clock at their regular rates.

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

Therefore, during the relevant time period, Defendants had a consistent policy or practice of failing to pay Employees for all hours worked and failing to pay minimum wages for all time worked, as required by California law. Defendants had a consistent policy or practice of failing to pay Employees overtime compensation at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a week and double-time rates for all hours worked in excess of twelve hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC Wage Orders. To the extent Defendants paid Plaintiff and the Aggrieved Employees bonuses and shift differentials and other forms of remuneration above and beyond their hourly pay, upon information and belief Defendants miscalculated and therefore underpaid any overtime they paid during these pay periods by failing to include all forms of remuneration in the regular rate used to calculate and pay overtime.

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

More specifically, Plaintiff worked shifts that entitled her to at least one meal period, but Defendants' managers required Plaintiff and the Aggrieved Employees to prioritize work over taking lawful meal periods. To whatever extent there was ever a schedule for meal periods, it went by the wayside quickly as there always seemed to be a customer that needed assistance. Constant short-staffing led to systematically late meal periods, and on-duty meal periods that were incessantly interrupted by customer and management demands and required job duties and tasks. Defendants also required Plaintiff and the Aggrieved Employees to remain available during their breaks regarding work matters and job duties. The heavy workload and management expectations also contributed to Employees working through meal periods or not



taking them or taking them late so work could be accomplished or they were otherwise required to remain under Defendants' control during meal periods.

Therefore, meal period violations systematically occurred throughout all of Plaintiff's work shifts where Defendants failed to provide a lawful meal period and also failed to provide a meal premium payment. To the extent Defendants ever did pay Plaintiff a meal period premium, they failed to include all forms of remuneration beyond hourly wages in the regular hourly rate used to pay the one-hour premium payment. Upon information and belief, the other Aggrieved Employees were subjected to similar unlawful policies and practices and endured similar violations as Plaintiff.

Defendants thus failed to provide all the legally required unpaid, off-duty meal periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Aggrieved Employees, as required by the applicable Wage Order and Labor Code. Plaintiff and other Aggrieved Employees were required to perform work as ordered by Defendants or otherwise remain under Defendants' control for more than five hours during a shift, or ten hours in a shift, but were often required to do so without receiving a lawful, timely, and duty-free 30-minute meal breaks. Additionally, as addressed above, Defendants followed a practice of requiring off the clock work, in a manner that would impact when Employees were to receive meal periods and rest breaks, thus leading to further violations.

As a result, Defendants' failure to provide Plaintiff and the Aggrieved Employees with all legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest periods is and will be evidenced by Defendants' business records, or lack thereof. Defendants also failed to pay Employees "premium pay," i.e. one hour of wages at each Employee's effective hourly rate of pay, for each meal period or rest break that Defendants failed to provide or deficiently provided. Upon information and belief, if and when Defendants did pay any meal period premiums, they failed to include all forms of remuneration in the regular rate used to calculate and pay it. To the extent Plaintiff and the Aggrieved Employees worked shifts of over ten hours, upon information and belief Defendants failed to provide them with a second required meal period.

Therefore, Plaintiff and the Aggrieved Employees were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required meal breaks due to Defendants' policies and practices. On the occasions when Plaintiff and the Aggrieved Employees were provided with a meal period, it was often untimely or interrupted, or was impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof.

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



Given the constant and ongoing job demands she faced and Defendants' failure to adequately staff its facilities to permit employees to take breaks, Plaintiff was compelled to remain on the premises performing job-related duties while also remaining under Defendants' control during times when she was supposed to be enjoying a duty-free rest break. By uniformly requiring Plaintiff and the other similarly situated co-workers to remain under Defendants' control and on premises during rest breaks, Defendants committed systematic and ongoing rest break violations. To the extent Defendants paid any rest break premium payments under Labor Code § 226.7 to Plaintiff or Aggrieved Employees these payments failed to include all forms of remuneration, including shift differentials and bonuses and premium payments to Plaintiff, in the regular hourly rate at which they paid the rest break premiums.

Defendants' management did not emphasize the requirement to provide at least one ten-minute duty-free rest period for each four-hour duty period, or major fraction thereof. If and when Plaintiff was permitted to take a ten-minute rest break on a shift, she was not permitted to take a second one or a third one or any breaks were untimely or impermissibly shortened. Further violations occurred as Plaintiff and the Aggrieved Employees were required to remain under Defendants' control by not being able to leave the premises and by Defendants' requirement that they remain ready to respond to work requirements and job demands. Defendants also required Plaintiff and the Aggrieved Employees to remain under Defendants' control during any rest breaks they were authorized to take by responding to pages and messages and other work related questions and demands from customers and management.

Therefore, Defendants failed to authorize and permit Aggrieved Employees to take all their required rest breaks. Plaintiff and the other similarly situated Aggrieved Employees were either not authorized permitted the opportunity to take a rest break, or were required to remain under Defendants' control and respond to instructions and job demands. Defendants also failed to authorize and permit Employees to leave the property premises during rest breaks, or else prevented them from doing so, thus further evidencing Defendants' policy and practice of requiring Plaintiff and the Aggrieved Employees to remain under their control during required off-duty rest breaks.

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

Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees' earned wages, including by requiring off the clock work during breaks and before and after work shifts and by miscalculating the regular rate and accordingly



underpaying overtime wages and meal and rest break premiums. By not compensating Employees for all hours worked and under Defendants' control at the correct rates, Defendants unlawfully deducted wages earned by and owed to Plaintiff and the Aggrieved Employees, in violation of Labor Code § 221.

Defendants also failed to provide suitable seating to Plaintiff and the Aggrieved Employees. During periods where there were few or no customers, Plaintiff was not permitted to sit during her shift. Plaintiff had to use the dining room chairs that customers would also use to eat if they dined in when Plaintiff worked on Defendants' paperwork during her shift. Plaintiff was not allowed to use the dining room chairs when customers were in the store, and Defendants did not provide any seating for her. Plaintiff was required to work on her feet to complete reports and paperwork demanded by the Defendants, even though it is appropriate to be seated while engaging in these tasks. Additionally, the associates and other employees in the restaurant were not provided a seat to perform their duties. No seating was provided near the register, where it would permit the associate to perform their duties. By failing to provide Plaintiff and certain Aggrieved Employees with suitable seats in accordance with the applicable wage order, Defendants also violated California Labor Code § 1198. Plaintiff and Aggrieved Employees were harmed by Defendants' failure to provide seats because they were required to stand for extended periods of time despite the fact that the nature of her work did not require that they remain standing at all times.

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

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



Defendants also failed to pay Plaintiff and the other Aggrieved Employees all vested vacation time at the time of their separation from Defendants' employment, in violation of Labor Code § 227.3. Specifically, Plaintiff's paystubs do not show a vacation payout or balance. Moreover, Defendants failed to pay Plaintiff for all earned and unused vacation time at her final rate of pay at the time of Plaintiff's resignation from her employment. On information and belief similarly situated Aggrieved Employees are also owed vested vacation time.

Upon information and belief, Defendants also failed to provide Employees such as Plaintiff at the time of her employment and thereafter with written notice complying with all the requirements of Labor Code § 2810.5, which provides that: "At the time of hiring, an employer shall provide to each employee a written notice, in the language the employer normally uses to communicate employment-related information to the employee, containing" specifically required information. Upon information and belief, Defendants failed to provide this information to the Aggrieved Employees as required under Labor Code § 2810.5. Defendants were required to provide Plaintiff and the Aggrieved Employees certain specific information upon hiring pursuant to California Labor Code § 2810.5. Defendants failed to provide Plaintiff with any such information when she was hired, or have failed to produce it, and upon information and belief, Defendants committed similar violations in connection with similarly situated Aggrieved Employees.

Defendants have failed to comply with Labor Code § 226(a) by inaccurately listing the name and address of the legal entity that is the employer. On information and belief, during the relevant time period, Defendants have listed Land Ocean, Inc. on wage statements issued to Plaintiff and Aggrieved Employees but with an address that was different from the address set forth in Defendants' California Secretary of State website. Defendants' failure to accurately provide the address of the legal entity employing Plaintiff and Aggrieved Employees on wage statements issued to them has caused confusion over the entity responsible for addressing the Labor Code violations alleged by Plaintiff.

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



worked and submitted by Plaintiff and the Aggrieved Employees, including by failing to pay all overtime hours at the correctly calculated overtime premium rate.

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

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

Defendants also required Plaintiff and the Aggrieved Employees to work hours off the clock for which they were not compensated. They were also required to endure off the clock work addressed above during interrupted or otherwise on-duty meal and rest periods and were not provided with sick pay and supplemental sick leave and were subjected to systematic off the clock work. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday or failed to pay it at the correct rate, as addressed above. Therefore, Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to Plaintiff and other similarly situated Employees at the time of their termination or within seventy-two hours of their resignation, as required by California wage-and-hour laws, including under Labor Code § 203.

Defendants have also regularly required Plaintiff and the Aggrieved Employees to incur necessary business expenses in the course of performing their required job duties without reimbursement. Defendants required Plaintiff and the Aggrieved Employees to use their cellular phones to conduct work related activities such as texting and calling supervisors and coworkers regarding scheduling and other restaurant duties. Moreover, Defendants required Plaintiff and Aggrieved Employees to bring their own tools and equipment that included pens, server book, lighter, and wine key to perform their jobs. Plaintiff and the Aggrieved Employees must be



reimbursed for these necessary business expenses under Labor Code § 2802, and Defendants systematically failed to do so.

PAGA Claim Details, Legal Bases for Violations and Penalties:

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

Failure to Pay Minimum Wages

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

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

In light of the foregoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other Aggrieved employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants’ conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants’ failure to timely pay all wages owed also violated



Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful, intentional, and not in good faith. Further, Plaintiff and other Aggrieved Employees are entitled to seek and recover statutory costs.

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

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

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime. Specifically, Defendants had a consistent policy of not paying Employees wages for all hours worked, including hours at their required regular, overtime, and double-time rates. Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted and/or modified certain employees' hours, including Plaintiff's, or required Aggrieved Employees to do so, or otherwise caused them to work off the clock to avoid paying Aggrieved Employees all earned and owed straight time and overtime wages and other benefits, in violation of the California Labor Code, the California Code of Regulations and the IWC Wage Orders and guidelines set forth by the Division of Labor Standards and Enforcement.

Defendants have also violated these provisions by requiring Plaintiff and other similarly situated non-exempt employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties or remain under Defendant's control. When considered in combination with the unlawful rounding to their detriment, Aggrieved Employees were not properly compensated, nor were they paid overtime rates or the correct overtime rate (addressed above) for hours worked in excess of eight hours in a given day, and/or forty hours in a given week. Based on information and belief, Defendants did not make available to Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's detriment. Defendants have also violated these provisions by requiring Plaintiff and other Aggrieved Employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties.

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



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

Failure to Pay Vacation Wages in Violation of Labor Code § 227.3

Cal. Labor Code § 227.3 requires that employers who provide employees with vacation time must pay employees for all unused vacation at the time of termination of employment. Defendants violated Cal. Labor Code § 227.3 by failing to pay Plaintiff and Aggrieved Employees the vacation time due and owing to them at the time of termination of their employment. Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 203, 558, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Provide Suitable Seating to Employees Under the Wage Orders:

Plaintiff also alleges that operations at Defendants' facilities allowed for the presence and use of a stool or seat by the Aggrieved Employees during the performance of their work duties. During periods where there were few or no customers, Plaintiff was not permitted to sit during her shift. Plaintiff was required to work on her feet to complete reports and paperwork demanded by the Defendants, even though it is appropriate to be seated while engaging in these tasks. Additionally, the associates and other employees in the restaurant were not provided a seat to perform their duties. By failing to provide Plaintiff and certain Aggrieved Employees with suitable seats in accordance with the applicable wage order, Defendants also violated California Labor Code § 1198. Plaintiff and Aggrieved Employees were harmed by Defendants' failure to provide seats because they were required to stand for extended periods of time despite the fact that the nature of her work did not require that they remain standing at all times.

The nature of the affected job positions can reasonably be accomplished while using a seat or stool. California Labor Code § 1198 requires that "... the standard conditions of labor fixed by the commission shall be the ... standard conditions of labor for employees. The employment of any employee ... under conditions of labor prohibited by the order is unlawful." Paragraph (14)(A) of the applicable IWC Wage Orders provides that "[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats." Paragraph 14(B) of the applicable IWC Wage Orders provides that "[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties."

In violation of the applicable sections of the California Labor Code and the requirements of the applicable IWC Wage Order, Defendants failed to provide Aggrieved Employees suitable seating when the nature of these employees' work reasonably permitted sitting. Defendants knew or should have known that Aggrieved Employees were entitled to suitable seating and/or were



entitled to sit when it did not interfere with the performance of their duties, and that Defendants did not provide suitable seating and did not allow them to sit when it did not interfere with the performance of their duties. By their conduct, Defendants have violated California Labor Code § 1198 and Paragraph 14 of the applicable IWC Wage Orders by failing to provide suitable seating to Aggrieved Employees. Defendants have violated the California Labor Code, including Section 1198, and regulations promulgated thereunder as herein alleged, including Paragraph 14 of the applicable IWC Wage Orders.

For the above addressed violations of paragraph 14 of the applicable IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, Plaintiff seeks penalties available and applicable under Labor Code § 2699(f)(2) and paragraphs 14 and 20 of the applicable IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Meal-Period Liability Under Labor Code § 226.7 and Penalties

Defendants have regularly required Aggrieved Employees to work shifts in excess of five hours without providing them with uninterrupted meal periods of not less than thirty minutes as required under Labor Code §§ 226.7, 512, and paragraph 11 of the applicable Wage Orders. Specifically, Aggrieved Employees were forced to incur shortened meal periods due to the work demands placed upon them by Defendants' management, were provided with breaks late and well after the fifth hour of work, could not be relieved to take breaks, or were required to remain on-duty at all times and were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks due to Defendants' policies and practices.

On the occasions when Aggrieved Employees were provided with a meal period, it was often untimely or interrupted by having to respond to work demands or remain under Defendant's control, in violation of the Labor Code and applicable Wage Orders. On shifts over ten hours, second meal periods were not provided. Defendants also failed to pay Aggrieved Employees "premium pay," i.e., one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided, including by miscalculating any premium payments they did make. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

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



Rest-Break Liability and Penalties

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours, as required under Labor Code § 226.7. Specifically, Defendants generally failed to authorize and permit any rest breaks, or provided rest periods untimely or for shortened durations, and Defendants' policies and procedures required Aggrieved Employees to remain under Defendants' control during breaks to respond job requirements or simply failed to authorize and permit them at all. Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided, or miscalculated any premiums paid. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each rest break not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their effective hourly rates of pay for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

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

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

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

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Aggrieved Employees inaccurately list the name and address of the legal entity that is the employer and failed to accurately account for unpaid wages, overtime, premium pay for deficiently provided



meal periods and rest breaks, and unlawfully received or collected wages, as discussed above, and failed to list accurate rates of pay due to miscalculations of overtime and premium pay. In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

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

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

Labor Code § 221 provides, "It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." As discussed above, Defendants have consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees' earned wages, including by the above described off the clock work and unlawful rounding and overtime miscalculation. By not compensating Employees for all hours worked, Defendant unlawfully deducted wages earned by and owed to Aggrieved Employees, in violation of Labor Code § 221.

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

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

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



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

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

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

Waiting Time Penalties Pursuant to Labor Code § 203

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

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



Failure to Keep Records In Accordance With Labor Code § 1174

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

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

Failure to Provide Information Upon Hiring Pursuant to Labor Code § 2810.5:

Labor Code § 2810.5 provides that: "At the time of hiring, an employer shall provide to each employee a written notice, in the language the employer normally uses to communicate employment-related information to the employee, containing" specific required information. Upon information and belief, Defendants failed to provide this information to the Aggrieved Employees as required under Labor Code § 2810.5. Under the PAGA, and following exhaustion of the notice period, Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2810.5, 1198, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802

Defendants required Plaintiff and the Aggrieved Employees to pay for necessary work-related expenses they incurred. Defendants required Plaintiff and the Aggrieved Employees to use their cellular phones to conduct work related activities such as texting and calling supervisors and coworkers regarding scheduling and other restaurant duties. Moreover, Defendants required Plaintiff and Aggrieved Employees to bring their own tools and equipment that included pens, server book, lighter, and wine key to perform their jobs. Plaintiff and the Aggrieved Employees must be reimbursed for these necessary business expenses under Labor Code § 2802 and Defendants systematically failed to do so.

Defendants thus uniformly failed to reimburse those lawful and necessary work-related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and



at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees.

Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

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

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

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

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

Plaintiff and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: §§ 201, 202, 203, 204, 210, 221, 226, 226.7, 227.3, 246, 248.1, 248.2, 248.5, 351, 354, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, 2810.5, 2698, and 2699, *et seq.*; including as follows:

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

(b) **Meal and Rest Period Claims:** For failure to provide Plaintiff and the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512,



558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

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

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

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

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

(g) Failure to Provide Suitable Seating: For the above addressed violations of paragraph 14 of the applicable IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and the civil and statutory penalties available and applicable under Labor Code § 2699(f)(2) and paragraphs 14 and 20 of the applicable IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1); and



(h) All Other Alleged Violations of the Labor Code and IWC Wage Orders: For Labor Code §§ 227.3, 2810.5, and any above addressed violation of the applicable provisions of the Labor Code and IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

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

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

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

Regards,
D.LAW, INC.

A handwritten signature in black ink, appearing to read 'Alvin B. Lindsay'.

Alvin B. Lindsay
a.lindsay@d.law
Jean Hopkins Power
j.power@d.law

Cc: Land Ocean, Inc. and Tara Alam by Certified Mail

EXHIBIT 3