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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF KERN**

MARIBEL GONZALEZ and BEATRIZ RAMIREZ, as individuals and on behalf of all others similarly situated,

Plaintiffs,

vs.

VOLT MANAGEMENT CORP., a Delaware Corporation; IKEA DISTRIBUTION SERVICES, INC., a Delaware Corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: BCV-24-103281

[*Assigned for all purposes to the Hon. Thomas S. Clark, Dept. 17*]

**DECLARATION OF MATTHEW K. MOEN IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

Date: December 1, 2026
Time: 8:15 a.m.
Dept.: 17

Action Filed: September 26, 2024
Trial Date: Not Set

**DECLARATION OF MATTHEW K. MOEN**

I, Matthew K. Moen, declare as follows:

1. I am a Senior Associate with Haines Law Group, APC, and counsel for the named Plaintiffs Beatriz Ramirez and Maribel Gonzalez ("Plaintiffs") in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I received a Bachelor of Arts degree from UCLA in 2011, and a Juris Doctor from Loyola Law School, Los Angeles, in 2015. Both before and during law school, I worked for the law firm of Prindle, Amaro, Goetz, Hillyard, Barnes & Reinholtz LLP (now known as Prindle, Goetz, Barnes & Reinholtz LLP), located in Long Beach, California. Both before and during law school, I also worked for Jill McBride Baxter, Certified Sports Agent and Sports Law Attorney.

3. From January 2016 to December 2017, I worked as an associate at Baltodano & Baltodano LLP, a law firm dedicated exclusively to the practice of Plaintiff-side employment law located in San Luis Obispo, California. After the founding partner and senior litigation partner at Baltodano & Baltodano LLP, Justice Hernaldo J. Baltodano, was appointed to the California judiciary in December 2017, the firm dissolved on December 31, 2017. Since January 1, 2018, I have worked as an associate at my current firm, Haines Law Group, APC.

4. During my time with both Baltodano & Baltodano LLP and Haines Law Group, APC, my practice has been solely devoted to litigating plaintiff-side employment related cases in both state and federal court, including wage and hour class actions arising under the California Labor Code and the Fair Labor Standards Act. I am currently responsible for overseeing over sixty (60) active wage and hour class action and/or PAGA representative actions in which I am integrally involved in all aspects of the litigation. I also supervise the work of several junior attorneys staffed on the same wage and hour actions.

5. I have been appointed as Class Counsel in over fifty (50) class action settlements that have been granted final approval. In 2025, I was named as Class Counsel and awarded attorney's fees following a lodestar cross-check in the following wage and hour class action cases:

*Ruben Hernandez, et al. v. Neovia Logistics Services, LLC, et al.*, Case No. CIVSB2305867, San Bernardino County Superior Court, Honorable Tony Raphael, presiding (using an hourly rate of $650 for work performed in 2023-2025); *Jonathan Jauregui Gutierrez, et al. v. PASHA Automotive Services*, Case No. 37-2021-00011967-CU-CO-CTL, San Diego County Superior Court, Honorable Katherine A. Bacal, presiding (using an hourly rate of $650 for work performed in 2021-2025); *Miriam Moreno v. Beacon Day School, Inc.*, Case No. 30-2022-01296662-CU-OE-CXC, Orange County Superior Court, Honorable Lon F. Hurwitz, presiding (using an hourly rate of $650 for work performed in 2022-2025); *Raul Camacho, et al. v. Residential Fire Systems, Inc., et al.*, Case No. 30-2015-00775372-CU-OE-CXC, Orange County Superior Court, Honorable Lon F. Hurwitz, presiding (using an hourly rate of $650 for work performed in 2018-2025); *Christian Alanis v. Leonard Roofing, Inc.*, Case No. BC672028, Los Angeles County Superior Court, Honorable William F. Highberger, presiding (using an hourly rate of $650 for work performed in 2018-2025); *Georgina Espinoza, et al. v. Warehouse Demo Services, Inc., et al.*, Case No. 17CV310844, Santa Clara County Superior Court, Honorable Theodore C. Zayner, presiding (using an hourly rate of $650 for work performed in 2021-2025); *In Re: Stanislaus Food Products Company Employment Cases*, Lead Case No. CV-23-001433, Stanislaus County Superior Court, Honorable John D. Freeland, presiding (using an hourly rate of $725 for work performed in 2023-2025); *Samantha Vvanti, et al. v. O'Reilly Auto Enterprises, LLC*, Case No. 19STCV00091, Los Angeles County Superior Court, Honorable Timothy Patrick Dillon, presiding (using an hourly rate of $725 for work performed in 2022-2025); and *John Ledbetter, et al. v. CJ Logistics America, LLC*, Case No. CIVSB2207118, San Bernardino County Superior Court, Honorable David E. Driscoll, presiding (using an hourly rate of $725 for work performed in 2022-2025).

6. So far in 2026, I have been awarded attorney's fees following a lodestar cross-check based on an hourly rate of $775 per hour in the following cases:

- *Vicente Sandoval v. Cybex Security Solutions, LLC, et al.*, Case No. 30-2024-01398109-CU-OE-CXC, Orange County Superior Court, Honorable Layne H. Melzer, presiding (using an hourly rate of $775 for work performed in 2024-2026);

- *Falcao Rivelino Hernandez, et al. v. LDI Mechanical, Inc.*, Case No. CVRI2401542, Riverside County Superior Court, Honorable Harold W. Hopp, presiding (using an hourly rate of $775 for work performed in 2024-2026);
- *Jose Fuentes v. Southwest Material Handling, Inc.*, Case No. CVRI2404365, Riverside County Superior Court, Honorable Harold W. Hopp, presiding (using an hourly rate of $775 for work performed in 2024-2026);
- *Brianna McCulin, et al. v. South Coast Children's Society, Inc.*, Case No. 25STCV09319, Los Angeles County Superior Court, Honorable Elaine Lu, presiding (using an hourly rate of $775 for work performed in 2025-2026);
- *Jose Moran vs. Araca Merchandise, L.P., et al.*, Case No. 24STCV02003, Los Angeles County Superior Court, Honorable William F. Highberger, presiding (using an hourly rate of $775 for work performed in 2024-2026);
- *Jose Vasquez v. Santa Clarita Valley Committee on Aging Corporation, dba SCV Senior Center*, Case No. 25STCV06096, Los Angeles County Superior Court, Honorable Laura A. Seigle, presiding (using an hourly rate of $775 for work performed in 2025-2026);
- *Darren Cain v. Bellhops Moving, LLC*, Case No. 24STCV09965, Los Angeles County Superior Court, Honorable Theresa M. Traber, presiding (using an hourly rate of $775 for work performed in 2024-2026);
- *Juan Dorantes Miranda v. C M C Steel Fabricators, Inc.*, Case No. CIVSB2511003, San Bernardino County Superior Court, Honorable Wilfred J. Schneider, Jr., presiding (using an hourly rate of $775 for work performed in 2025-2026); and
- *George Gomez v. The Bedrock Company*, Case No. CIVDS1824255, San Bernardino County Superior Court, Honorable Kevin C. Lee, presiding (using an hourly rate of $775 for work performed in 2018-2026)

7. I have also been appointed as Class Counsel following a contested motion to certify one or more classes in the following cases:

- *Staublein v. Wells Fargo Bank, National Association,* Case No. CIVDS1712267, San Bernardino Superior Court, Honorable David Cohn presiding (certifying a wage statement class);
- *George Gomez v. The Bedrock Company*, Case No. CIVDS1824255, San Bernardino County Superior Court, Honorable David Cohn, presiding (certifying claims for unpaid overtime and minimum wage violations, meal period violations, rest period violations, wage statement violations, and waiting time penalties); and
- *Aurora Gatica v. Valley Ag, Inc. et al.*, Case No. 19CECG03018, Fresno County Superior Court, Honorable D. Tyler Tharpe, presiding (certifying claims for meal period violations, unpaid rest period violations, wage statement violations, and waiting time penalties).

8. In every year from 2020 to 2025, Thomson Reuters and Los Angeles Magazine recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of forty in Southern California each year.

9. As counsel for Plaintiffs, I have been actively involved in all aspects of this litigation since its inception.

10. Attached hereto as **Exhibit 1** is a true and correct copy of the proposed Class Action and PAGA Settlement Agreement and Class Notice ("Settlement" or "Settlement Agreement"). The proposed Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval ("Class Notice") is attached to the Settlement Agreement as Exhibit A. Attached hereto as **Exhibit 2** is a true and correct copy of Plaintiff Ramirez's January 19, 2022 notice letter to the California Labor and Workforce Development Agency ("LWDA") under the Private Attorneys General Act ("PAGA"). Attached hereto as **Exhibit 3** is a true and correct copy of Plaintiff Gonzalez's September 26, 2024 PAGA notice letter to the LWDA. Attached hereto as **Exhibit 4** is a true and correct copy of Plaintiffs' Submission to the LWDA of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement, including all documents filed in support thereof, and the LWDA's confirmation of receipt.

Plaintiffs have submitted the proposed Settlement to the LWDA in accordance with Labor Code § 2699(s)(2).

11. After Court-approved deductions for Plaintiffs' Class Representative Service Payments, Settlement Administrator costs, the PAGA Penalties to the LWDA and Aggrieved Employees, and attorneys' fees and costs to Class Counsel, the remaining Net Settlement Amount ("NSA") is estimated to be no less than $422,000.00. This results in an average Individual Class Payment of approximately $248.24, with the lowest possible estimated Individual Class Payment of $14.81 (in the event a Settlement Class member worked only one workweek during the Class Period) and the highest possible estimated Individual Class Payment of $4,324.52 (in the event a Settlement Class member performed work in every workweek during the Class Period).

12. Further, an additional $7,500.00 will be distributed among approximately 1,560 Aggrieved Employees, resulting in an average Individual PAGA Payment of approximately $4.81 and a highest possible Individual PAGA Payment of approximately $41.57.

13. Defendant Volt Management Corp. is a staffing and recruitment agency that supplied non-exempt employees to client companies, including Defendant IKEA Distribution Services, Inc. Defendant IKEA Distribution Services, Inc. is a multinational home-furnishing company operating warehouse and distribution facilities in California, including in Kern County.

14. On November 16, 2021, Plaintiff Ramirez initiated a class action lawsuit against Defendants, captioned *Beatriz Ramirez v. Volt Management Corp., et al.*, Case No. BCV-21-102735 (the "Ramirez Class Action"). Following the full briefing of Defendants' Motion to Compel Arbitration, the Ramirez Class Action was stayed. On April 1, 2022, after submitting a PAGA letter to the LWDA and exhausting her administrative remedies, Plaintiff Ramirez filed a separate PAGA action in Kern County Superior Court, captioned *Beatriz Ramirez v. Volt Management Corp., et al.*, Case No. BCV-22-100758 (the "Ramirez PAGA Action").

15. On September 26, 2024, Plaintiff Gonzalez initiated the instant action (the "Gonzalez Class Action"), alleging Defendants failed to: (1) provide compliant meal periods; (2) provide compliant rest breaks; (3) reimburse business expenditures; (4) provide accurate wage statements; (5) refrain from unfair and unlawful business practices; (6) pay minimum wages; (7)

pay overtime wages; (8) timely pay wages during employment; and (9) timely pay all wages due at separation. On September 26, 2024, Plaintiff Gonzalez submitted a PAGA letter to the LWDA, and after exhausting her administrative remedies, filed a separate PAGA action on December 2, 2024, captioned *Maribel Gonzalez v. Volt Management Corp., et al.*, Case No. BCV-24-104151 (the "Gonzalez PAGA Action").

16. As a material term of the Parties' settlement, the Parties agreed to Plaintiff Gonzalez's filing of a First Amended Complaint ("FAC") in the Gonzalez Class Action, adding Plaintiff Ramirez as a named plaintiff and consolidating the factual allegations and causes of action in the Gonzalez Class Action, Gonzalez PAGA Action, Ramirez Class Action, and Ramirez PAGA Action, in order for the Parties to proceed collectively through settlement approval in the Gonzalez Class Action. On June 11, 2026, Plaintiffs filed the operative FAC, adding Plaintiff Ramirez as a named plaintiff, adding a tenth cause of action for civil penalties under PAGA, and consolidating the class and PAGA allegations from the related actions.

17. Plaintiffs assert that Defendants required non-exempt employees to undergo off-the-clock COVID-19 temperature checks and complete medical questionnaires prior to being permitted to clock in for their shifts. Plaintiffs also assert Defendants required employees to travel to and from designated break areas during their off-the-clock meal breaks without paying for that time. Further, Plaintiffs allege employees were required to report to supervisors approximately 10 minutes before their shifts to receive job duties, but were not paid for this time. Additionally, to the extent this uncompensated time resulted in employees working more than 8 hours in a workday or 40 hours in a workweek, Plaintiffs allege Defendants also failed to pay the applicable overtime rate for that time.

18. Defendants deny Plaintiffs' claims and contend that Defendant Volt has complied with all applicable laws, including that they maintain compliant timekeeping policies that properly record and compensate all hours worked. Defendant Volt further asserts that, during the period when its COVID-19 temperature check practice was in place, it ensured a Volt supervisor was present at the temperature check station with a paper timesheet to record exactly when each Volt employee arrived at the facility, prior to undergoing the temperature checks. Defendants

further assert that this claim is not amenable to class treatment, as individual inquiries would be required to determine whether any Volt employee performed off-the-clock work and exactly how much time each employee purportedly spent working off the clock on any given day, resulting in an unmanageable series of mini-trials.

19. Plaintiffs assert that Defendants failed to provide all legally compliant meal periods. Specifically, Plaintiffs allege Defendants required employees to travel to and from designated break areas during their off-the-clock meal breaks, effectively reducing meal periods below "net" 30-minutes. Plaintiffs further allege Defendants failed to provide second meal periods for shifts exceeding 10 hours.

20. Defendants argue they are only required to "provide" the opportunity to take meal periods, not "ensure" they are taken. Defendants also assert that Volt employees were, at all times, provided with lawful meal periods of at least 30-minutes in length, as corroborated by employee timekeeping records. Further, Defendants contend that second meal periods on shifts between 10.0 and 12.0 hours were lawfully waived by mutual consent, and that Defendant Volt paid meal period premiums throughout the relevant time period. Defendants also argue that individualized inquiries will be required to determine why meal periods were late, short, or missed, and whether there was a valid waiver, thereby precluding class certification.

21. Plaintiffs assert that Defendants failed to authorize and permit all legally compliant rest periods. Plaintiffs allege Defendant Volt maintained a written rest period policy that authorizes exactly 10-minute rest periods beginning the moment the employee leaves their workstation, failing to account for travel time to appropriate rest areas. Plaintiffs assert that, in practice, Defendant Volt's non-exempt employees were threatened with "immediate termination" for any time beyond 10 minutes that employees were away from their work stations during purported rest periods. Plaintiffs further allege Defendants failed to authorize and permit a third rest period for shifts exceeding 10 hours.

22. Defendants argue Defendant Volt maintains a lawful rest period policy that authorizes and permits Volt employees to take all required rest periods, and assert that Volt employees were authorized to take 15-minute rest periods per policy, rather than 10. Defendants

assert this claim is not amenable to class treatment, as individual inquiries would be required to determine whether each Volt employee was authorized and permitted to take lawful rest periods on each particular shift, which is made exceedingly difficult given that rest periods are not required to be recorded, resulting in an unmanageable series of mini-trials.

23. Plaintiffs assert that Defendants required non-exempt employees to use their personal cellular phones for necessary work purposes to communicate with coworkers and supervisors regarding work-related matters, but failed to reimburse employees for a reasonable portion of their monthly cellular phone bills.

24. Defendants argue that Defendant Volt maintained a policy to reimburse all reasonable and necessary business expenditures and that, to the extent any expenses were not reimbursed, they were not reasonably incurred. Defendants further assert that any use of personal cell phones was individualized and the result of employee choice, not Defendants' policies. Defendants also maintain that this claim would require a series of mini-trials to determine which Volt employees were actually required to use their cell phones for business purposes and in which pay periods such expenses were incurred.

25. As a result of Defendants' failure to pay all minimum and overtime wages and meal/rest period premiums, Plaintiffs assert that Defendants also failed to maintain accurate payroll records, timely pay all final wages during employment, and issued inaccurate wage statements. Plaintiffs also seek PAGA civil penalties based on these predicate Labor Code violations on behalf of all Aggrieved Employees.

26. Defendants argue that Plaintiffs' underlying claims will fail and, as a result, these derivative claims will also fail. Defendants also maintain that the alleged wage statement violations were not "knowing and intentional," and that Plaintiffs could not show employees "suffer[ed] injury," as required by Labor Code § 226(e) for imposition of penalties. Defendants further contend that they possess strong, good faith defenses to Plaintiffs' underlying claims, which precludes imposition of wage statement penalties. As to the PAGA cause of action, Defendants argue that the Court would exercise its discretion to substantially reduce any PAGA penalties.

27. The Parties engaged in formal and informal discovery prior to attending mediation. Through discovery, Defendants provided Plaintiffs with a representative 30% sample of timekeeping records, payroll records, class list and workweek/pay period data, policies and employee handbooks, wage statements, and personnel records spanning the putative class period. Plaintiffs also retained an expert to assist in analyzing the data and modeling Defendants' potential exposure. The Parties initially scheduled mediation to take place on September 16, 2025. However, following a September 15, 2025 pre-mediation conference between the Parties and the mediator, the Parties agreed to a brief continuance of mediation to allow the Parties additional time to prepare for a meaningful mediation. On February 3, 2026, the Parties participated in a mediation session with Jeffrey Fuchsman, Esq., an experienced wage-and-hour class action mediator, during which the Parties exchanged divergent views on Defendants' liability and exposure valuations, their legal positions, and the likelihood of certification of Plaintiffs' claims. After the Parties reached an impasse, the mediator issued a mediator's proposal, which the Parties ultimately accepted. Over the following months, the Parties negotiated and executed the long-form Settlement Agreement that is now before this Court for preliminary approval.

28. According to Defendants' records, there are approximately 1,700 putative Settlement Class members. Based on the estimated NSA, the average Individual Class Payment is projected to be approximately $248.24.

29. At the time of seeking final settlement approval, Plaintiffs will apply for Class Representative Service Payments in the amount of $10,000.00 each for their service to the Settlement Class and general release of all claims. Plaintiffs' requested Class Representative Service Payments are intended to recognize the significant time and effort that Plaintiffs expended on behalf of the Settlement Class, including searching for relevant documents for use in the lawsuit, producing documents and providing factual information to their attorneys, attending meetings and many phone calls with counsel to discuss the claims in the lawsuit and Defendants' practices, discussing the status of the case and general case strategy with counsel on multiple occasions, providing valuable input to assist counsel in preparing for mediation, being available throughout the mediation that led to this settlement to answer questions posed by the mediator,

reviewing and providing input regarding the settlement in this case, and otherwise assisting counsel in moving the case towards resolution, the significant risks Plaintiffs undertook by serving as the named plaintiffs, and the fact that they agreed to a general release of all claims subject to a waiver of Civil Code § 1542.

30. Class Counsel will also apply for an attorneys' fee award of up to one-third (1/3) of the Gross Settlement Amount (currently estimated at $265,000.00), and up to $40,000.00 in reimbursement for actual litigation costs. Plaintiffs submit that the requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee basis. Class Counsel has incurred substantial attorneys' fees conducting pre-filing investigation, analyzing Plaintiffs' claims, engaging in contested motion practice to oppose Defendants' Motions to Compel Arbitration, reviewing Defendants' policies and timekeeping/payroll data, retaining an expert and building a comprehensive damages model to evaluate Defendants' potential exposure, conducting meet-and-confer efforts, propounding formal written discovery, preparing two mediation briefs, participating in multiple pre-mediation phone calls with the mediator, and preparing for and attending mediation. Class Counsel will also expend future attorney time attending the hearing on this Motion, overseeing the Notice process, drafting the Motion for Final Approval and supporting documents, attending the Final Approval hearing, and completing other tasks, such as fielding questions from Settlement Class members.

31. Class Counsel submits that the request for attorneys' fees is reasonable when viewed as an overall percentage of the Settlement in light of the risks and work undertaken, the positive results obtained for the class, and the efficiency with which the Parties have conducted the litigation.

32. Class Counsel carefully vetted the claims at issue, reviewed Settlement Class member timekeeping records, payroll records, policies and employee handbooks, wage statements, and personnel records spanning the entire Class Period, reviewed all relevant policy documents, and retained an expert who created a comprehensive damages model for Defendants' liability.

33. Although the Parties have conducted substantial discovery and mediation, the Parties have not yet completed formal deposition discovery or class certification briefing. Absent settlement, the Parties will be required to expend substantial time and resources conducting formal written and deposition discovery, briefing class certification, litigating summary judgment or adjudication, preparing for trial, and facing potential appellate proceedings.

34. At the time of the proposed Settlement, Plaintiffs had not filed their motion for class certification. Had the Court certified any claims, Plaintiffs anticipated that Defendants would seek decertification. Therefore, absent the Settlement, there was a serious risk that Plaintiffs would be unable to move forward on a class-wide basis.

35. Plaintiffs' expert's data analysis determined that non-exempt employees performed an average of 15 minutes of unpaid off-the-clock work per day for COVID-19 screening, meal-break travel, and pre-shift reporting. Plaintiffs therefore calculated Defendants' maximum exposure for the minimum and overtime wage claim at $579,949 (0.25 hours × 5 days × 27,666 workweeks × $16.77 avg. rate).

36. Defendants argue they have complied with all applicable laws and that this claim is not amenable to class treatment, as individualized inquiries would be required to determine whether and how much off-the-clock work each employee performed. In light of these certification risks, Plaintiffs discounted the maximum exposure by 75% for the risk of non-certification, and by an additional 45% for the risk of failing to prove liability on the merits, resulting in estimated exposure of $79,743.

37. Plaintiffs' expert's data analysis found 23,633 unique meal break violations net of premiums in Defendant Volt's timekeeping and payroll records. Plaintiffs therefore calculated Defendants' maximum exposure for the meal period claim at $396,325 (23,633 unique meal break violations net of premiums × $16.77 avg. rate).

38. Defendants argue they are only required to provide the opportunity to take meal periods, not ensure they are taken, and that individualized inquiries into waivers and the reasons for late, short, or missed meal periods preclude class certification. In light of the substantial certification risks, Plaintiffs discounted the maximum exposure by 45% for the risk of non-

certification, and by an additional 40% for the risk of failing to establish liability on the merits, resulting in estimated exposure of $130,787.

39. Plaintiffs' expert's data analysis determined that Defendant Volt's employees worked approximately 60,460 shifts in excess of 3.5 hours, on each of which Plaintiffs allege a rest break violation occurred as a result of Defendants' failure to authorize 10-minute "net" rest periods. Plaintiffs therefore calculated Defendants' maximum exposure for the rest period claim at $1,013,914 (60,460 rest break violations × $16.77 avg. rate).

40. Defendants argue they maintain a lawful rest period policy, authorize 15-minute rest periods enabling sufficient time for employees to travel between their workstations and the break room while still being permitted 10-minutes "net" in the break area, and that individualized inquiries into whether each employee was authorized and permitted to take lawful rest periods on each shift would render class treatment unmanageable. In light of these substantial certification risks, Plaintiffs discounted the maximum exposure by 75% for the risk of non-certification, and by an additional 70% for the risk of failing to establish liability on the merits, resulting in estimated exposure of $76,044.

41. Plaintiffs assert that employees were required to use their personal cell phones for work purposes and that $15 per month represents a reasonable percentage of the employee's cell phone bill. Plaintiffs therefore calculated Defendants' maximum exposure for the business expense reimbursement claim at $103,740 (6,916 aggregate work-months × $15 cell phone bill).

42. Defendants argue that they maintain a policy to reimburse all reasonable and necessary business expenditures and that individualized inquiries into which employees were required to use personal cell phones for business purposes would render class treatment unmanageable. In light of these substantial certification risks, Plaintiffs discounted the maximum exposure by 45% for the risk of non-certification, and by an additional 45% for the risk of failing to establish liability on the merits, resulting in estimated exposure of $31,381.

43. Plaintiffs' expert's data analysis determined that there are 299 eligible class members who received wage statements in the one-year limitations period, and a total of 5,738 wage statements issued during the relevant time period. Plaintiffs therefore calculated

Defendants' maximum exposure for the wage statement claim at $558,850 ((299 initial violations × $50) + (5,439 subsequent violations × $100)).

44. Defendants argue that the alleged violations were not knowing and intentional and that Plaintiffs cannot show the requisite injury under Labor Code § 226(e). Defendants further argue that Plaintiffs' underlying claims would fail, and, therefore, their derivative wage statement claim would also fail. In light of these risks, Plaintiffs discounted the maximum exposure by 40% to account for the risk of non-certification of the underlying claims, and by an additional 85% for the risk of failing to establish liability on the merits, including failing to prove the violations were "knowing and intentional," that the Settlement Class members "suffer[ed] injury," or that the Court would find that Defendants had a reasonable, good faith belief of compliance with wage and hour laws precluding the imposition of wage statement penalties, resulting in estimated exposure of $50,297.

45. Plaintiffs' expert's data analysis determined that 1,362 employees separated their respective employments with Defendant Volt during the relevant 3-year period associated with waiting time penalties. Plaintiffs therefore calculated Defendants' maximum exposure for the waiting time penalty claim at $5,481,778 (1,362 former employees × $16.77 avg. rate × 8 hours × 30 days).

46. Defendants argue they attempted to pay all final wages in good faith and invoke the good faith dispute defense, thereby precluding a finding of willfulness. Therefore, Plaintiffs discounted the maximum exposure by 40% for the risk of non-certification, and by an additional 85% for the risk of being unsuccessful on the merits or failing to establish "willfulness," resulting in estimated exposure of $493,360.

47. Plaintiffs' expert's data analysis determined the Aggrieved Employees worked for an aggregate total of 25,380 pay periods during the PAGA liability period in which at least one of the predicate Labor Code violations described above occurred. Therefore, Plaintiffs calculated Defendants' maximum exposure for the PAGA claim at $2,538,000 (25,380 pay periods × $100 violation rate).

48. Defendants argue that the PAGA civil penalties are exclusively derivative of the underlying wage and hour violations Defendants dispute, and that their good-faith defenses would apply to defeat or reduce any PAGA award. Defendants also argue that the Court has discretion to reduce any award of PAGA penalties. Plaintiffs therefore discounted the maximum figure by 70% for the risk they would not prevail on the merits of the underlying claims, and by an additional 95% to account for the likelihood of the Court reducing PAGA penalties, for an estimated exposure of $38,070.

49. Using these estimated figures, Plaintiffs estimated that the potential reasonable recovery for the Settlement Class would be approximately $899,682. Thus, the Gross Settlement Amount of $795,000.00 represents approximately 88.4% of Plaintiffs' reasonably forecasted aggregate recovery. This is well within the range approved by courts as fair, reasonable, and adequate, while also avoiding the further expense and risk of proceeding toward class certification and trial.

50. Class Counsel conducted an extensive review and analysis of Defendants' produced timekeeping, payroll, and personnel data and drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiffs' case. It was only after the completion of this work that the Parties attended mediation and ultimately accepted a mediator's proposal for a class-wide settlement of all claims at issue.

51. The Settlement resulted from informed, arm's-length negotiations after Plaintiffs analyzed Defendants' records and the Parties mediated before Jeffrey Fuchsman, Esq., who issued a mediator's proposal the Parties accepted.

52. Settlement Class members can be easily identified using Defendant Volt's employment and payroll records. Defendants represent that the Settlement Class consists of approximately 1,700 individuals, rendering it impracticable to bring all Settlement Class members before the Court.

53. I confirm that I do not have any interest or involvement in, and am not affiliated with, the proposed settlement administrator, CPT Group, Inc.

54. I confirm that my firm is not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by this Settlement. Further, I sent a firm-wide email inquiring if any member of my law firm was aware of any other pending matter or action that asserts claims similar to those asserted in this action that will be extinguished or adversely affected by this Settlement. No one from my law firm stated that they were aware of any other pending matter or action that asserts claims similar to those asserted in this action that will be extinguished or adversely affected by this Settlement.

I declare under penalty of perjury under the laws of California and the United States that the foregoing is true and correct. Executed on November 3, 2026, at El Segundo, California.



Matthew K. Moen

# EXHIBIT 1

Vinesign Document ID: EFCBF39B-2275-499D-8428-271742B9C4FE

# CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement and Class Notice (this "Agreement") is made by and between Plaintiffs Beatriz Ramirez and Maribel Gonzalez ("Plaintiffs") and Defendants Volt Management Corp. and IKEA Distribution Services, Inc. (together, "Defendants"). This Agreement refers to Plaintiffs and Defendants collectively as the "Parties", or individually as "Party".

## 1. DEFINITIONS.

1.1 "Action" means Plaintiffs' lawsuit alleging wage and hour violations against Defendants captioned *Maribel Gonzalez, et al. v. Volt Management Corp., et al.*, Kern County Superior Court Case No. BCV-24-103281.

1.2 "Administrator" means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses, not to exceed $18,000.00, in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with preliminary settlement approval.

1.4 "Aggrieved Employees" are all current and former nonexempt employees employed by Defendant Volt Management Corp. who performed work at a location operated by Defendant IKEA Distribution Services, Inc. in California during the PAGA Period.

1.5 "Class" means all current and former nonexempt employees employed by Defendant Volt Management Corp. who performed work at a location operated by Defendant IKEA Distribution Services, Inc. in California during the Class Period.

1.6 "Class Counsel" or "Plaintiffs' Counsel" means Paul K. Haines, Fletcher W. Schmidt, Matthew K. Moen, and Ian T. Mallery of Haines Law Group, APC, and Joseph Lavi, Jeffrey D. Klein, Vincent C. Granberry, Jovahn M. Wiggins, and Daniel U. Frydman of Lavi & Ebrahimian, LLP.

1.7 "Class Counsel Fees Payment" means the amount allocated to Class Counsel for reimbursement of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount.

1.8 "Class Counsel Litigation Expenses Payment" means the amount allocated to Class Counsel for reasonable verified litigation costs and expenses not to exceed $40,000.00.

1.9 "Class Data" means Class Member identifying information in Defendants' possession including the Class Member's name, last-known mailing address, phone number, Social Security number, and number of Individual Workweeks and PAGA Pay Periods.

1.10 "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).



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The signed document can be validated at https://app.vinesign.com/Verify

1.11 "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means, including, but not limited to, the National Change of Address database ("NCOA"), skip traces, and direct contact by the Administrator with Class Members.

1.12 "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English only, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.13 "Class Period" means the time period from September 26, 2020 through May 4, 2026.

1.14 "Class Representatives" means Beatriz Ramirez and Maribel Gonzalez, who are the named Plaintiffs in the operative complaint in the Actions seeking Court approval to serve as Class Representatives.

1.15 "Class Representative Service Payments" means the payments to the Class Representatives for initiating the Actions and providing services in support of the Actions.

1.16 "Court" means the Superior Court of California, County of Kern.

1.17 "Defendants" means Defendants Volt Management Corp. and IKEA Distribution Services, Inc.

1.18 "Defense Counsel" means Shaun Voigt, Areen Babajanian, and Sohin Gautam of Fisher & Phillips LLP (counsel for Volt Management Corp.) and Shareef S. Farag, Kerri H. Sakaue, and Matthew P. Eaton of Baker & Hostetler LLP (counsel for IKEA Distribution Services, Inc.).

1.19 "Effective Date" is defined as the latest of the following dates: (i) if no Class Member timely and properly intervenes or files a motion to vacate the Judgment under Code of Civil Procedure § 663, then the date the Court enters an order granting Final Approval of the Settlement; (ii) if a Class Member intervenes or files a motion to vacate the Judgment, then sixty-one (61) calendar days following the date the Court enters an order granting Final Approval, assuming no appeal is filed; or (iii) if a Class Member timely and properly intervenes or files a motion to vacate the Judgment under Code of Civil Procedure § 663 or initiates another collateral attack, and if a timely appeal is filed, then the date of final resolution of that appeal or other collateral attack (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement. The Releases of Claims detailed in Section 5 of this Settlement, *infra*, shall not be effective until all of the above conditions are met and Defendant Volt Management Corp. has fully funded the Gross Settlement Amount.

1.20 "Final Approval" means the Court's order granting final approval of the Settlement.

1.21 "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.22 "Gross Settlement Amount" means Seven Hundred Ninety-Five Thousand Dollars and No Cents ($795,000.00), which is the total amount Defendant Volt Management Corp. agrees to pay under the Settlement except as provided in Paragraph 8 below (Escalator Clause). The Gross Settlement Amount will include payments for the Class Counsel Fees Payment, Class Counsel Litigation



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Expenses Payment, Administrator Expenses Payment, settlement payments to Class Members who do not opt out of the Settlement, the PAGA Settlement Amount, and the Class Representative Service Payments. The Gross Settlement Amount shall be all-in with no reversion to Defendant. The employer's share of payroll taxes shall be paid separate and apart from, and in addition to, the Gross Settlement Amount, and shall remain the sole responsibility of Defendant Volt Management Corp.

1.23 "Individual Class Payment" means the Participating Class Member's share of the Net Settlement Amount calculated in accordance with Paragraph 3.2.4.

1.24 "Individual PAGA Payment" means the Aggrieved Employee's share of 25% of the PAGA Settlement Amount calculated in accordance with Paragraph 3.2.5.1.

1.25 "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.26 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699, subd. (i).

1.27 "LWDA PAGA Payment" means the 75% portion of the PAGA Penalties (i.e., $22,500.00) allocated and paid to the LWDA under Labor Code § 2699, subd. (i).

1.28 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments. To the extent the Court does not approve the full requested attorneys' fees, litigation costs, Class Representative Service Payments, or settlement administration costs, the Net Settlement Amount will increase.

1.29 "Non-Participating Class Member" means any Class Member who opts-out of the class action portion of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30 "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant Volt Management Corp. and performed work at a location operated by Defendant IKEA Distribution Services, Inc. for at least one day during the PAGA Period.

1.31 "PAGA Period" means the time period from January 19, 2021 through May 4, 2026.

1.32 "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698, *et seq*.).

1.33 "PAGA Notices" means Plaintiff Ramirez's January 19, 2022 letter and Plaintiff Gonzalez's September 26, 2024 letter to Defendants and the LWDA providing notice pursuant to Labor Code § 2699.3, subd.(a).

1.34 "PAGA Settlement Amount" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (i.e., $30,000.00), allocated 25% to the Aggrieved Employees ($7,500.00) and 75% to LWDA ($22,500.00) in settlement of PAGA claims.



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1.35 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the class action portion of the Settlement.

1.36 "Plaintiffs" means Beatriz Ramirez and Maribel Gonzalez, the named plaintiffs in the Actions.

1.37 "Preliminary Approval Order" means the Court's Order Granting Preliminary Approval of the Settlement.

1.38 "Released Class Claims" means the claims being released by Participating Class Members, as described in Paragraph 5.2 below.

1.39 "Released PAGA Claims" means the claims being released by the Aggrieved Employees, as described in Paragraph 5.3 below.

1.40 "Released Parties" means: Defendants and their respective parents, subsidiaries, directors, owners, shareholders, officers, and attorneys, past and present, and each of them acting in concert with the foregoing.

1.41 "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member and including the information specified in Paragraph 7.5.1.

1.42 "Response Deadline" means sixty (60) calendar days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

1.43 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.44 "Workweek" means any week during which a Class Member worked for Defendant Volt Management Corp. at a location operated by Defendant IKEA Distribution Services, Inc. for at least one day, during the Class Period.

## 2. RECITALS.

2.1 On November 16, 2021, Plaintiff Beatriz Ramirez filed a class action complaint against Defendants in Kern County Superior Court titled *Beatriz Ramirez v. Volt Management Corp., et al.*, Case No. BCV-21-102735 ("Ramirez Class Action"). On January 19, 2022, Plaintiff Ramirez submitted a letter to the LWDA indicating her intent to pursue civil penalties pursuant to the PAGA. On April 1, 2022, after exhausting her administrative remedies with the LWDA, Plaintiff Ramirez filed a PAGA complaint in Kern County Superior Court titled *Beatriz Ramirez v. Volt Management Corp., et al.*, Case No. BCV-22-100758 (the "Ramirez PAGA Action"). On September 26, 2024, Plaintiff Maribel Gonzalez filed a class action complaint against Defendants in Kern County Superior Court titled *Maribel Gonzalez v. Volt Management Corp., et al.*, Case No. BCV-24-103281 (the "Action"). On the same day, Plaintiff Gonzalez submitted a letter to the LWDA indicating her intent to pursue civil penalties pursuant to the PAGA. On December 2,



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2024, after exhausting her administrative remedies with the LWDA, Plaintiff Gonzalez filed a PAGA complaint in Kern County Superior Court titled *Maribel Gonzalez v. Volt Management Corp., et al.*, Case No. BCV-24-104151 (the "Gonzalez PAGA Action"). On July 1, 2026, Plaintiff Gonzalez filed the operative First Amended Complaint, consolidating all factual allegations and causes of action alleged in the Ramirez Class Action, Ramirez PAGA Action, and Gonzalez PAGA Action into the Action.

2.3 On February 3, 2026, the Parties participated in a full day mediation presided over by Jeffrey Fuchsman, Esq., which led to this Agreement to settle the Actions.

2.4 Prior to mediation, Plaintiffs obtained, through informal discovery, a representative sampling of timekeeping records and all payroll records for the Class Members, and key policy documents from Defendants. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc*. (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc*. (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5 The Court has not granted class certification.

2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement. Plaintiff Ramirez will file a request for dismissal of the Ramirez Class Action and Ramirez PAGA Action, following the filing of the First Amended Complaint in the Action.

## 3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below (Escalator Clause), Defendant Volt Management Corp. promises to pay a total of $795,000.00 as the Gross Settlement Amount. Defendant Volt Management Corp. has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than $10,000.00 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as Participating Class Members), in exchange for a full release and Civil Code § 1542 waiver by each Plaintiff. Plaintiffs' general releases and Civil Code § 1542 waivers shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law. Defendants will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves



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Class Representative Service Payments less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

3.2.2 To Class Counsel: The Class Counsel Fees Payment shall not exceed one-third (1/3) of the Gross Settlement Amount and is currently estimated to be $265,000.00, and the Class Counsel Litigation Expenses Payment shall not exceed $40,000.00. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment for less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed $18,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administrator Expenses Payment is less or the Court approves payment less than the above stated amount, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: The Individual Class Payment will be calculated as follows: (a) As reflected in their payroll and time records, Defendants will calculate the total number of weeks in which each individual Participating Class Member ("Individual Workweeks") and all aggregate Participating Class Members ("Class Workweeks") performed any work during the Class Period; (b) diving each Participating Class Member's Individual Workweeks by the Total Class Workweeks; and (c) multiplying the result by the Net Settlement Amount to determine each Estimated Individual Settlement Payment.

3.2.4.1 Tax Allocation of Individual Class Payments. Individual Class Payments made to Participating Class Members will be attributed as twenty percent (20%) wages and eighty percent (80%) interest and penalties. Individual PAGA Payments will be allocated as 100% penalties. The amounts paid as wages shall be subject to all tax withholdings customarily made from the employee's wages and all other authorized and required withholdings. The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages. The Settlement Administrator will be responsible for issuing to Participating Class Members a form W-2 for amounts deemed "wages" and an IRS Form 1099 for the amounts deemed penalties and interest. The Participating Class Members are responsible



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for their share of the payroll taxes, which will be deducted from their Individual Class Payments. Volt Management Corp. is responsible for the employer share of payroll taxes, including the employer FICA, FUTA, and SDI contributions, separate and apart from the Gross Settlement Amount, and these taxes will not be deducted from the Gross Settlement Amount.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments for the class action portion of the Settlement. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members pursuant to the formula in Paragraph 3.2.4.

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

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($7,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the total number of PAGA Pay Periods worked by each Aggrieved Employee. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

## 4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Data. Not later than ten (10) business days after the Court grants Preliminary Approval of the Settlement and subject to the Administrator, Defendants will deliver the Class Data to the Administrator (to the extent such information is available). To protect Class Members' privacy rights, the Administrator will maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement; the Administrator will be responsible for any breach of this Paragraph by its employees. Administrator may share sufficient data (excluding contact information) with Class Counsel to help resolve issues regarding the distribution of the Settlement and Class Members' questions, should they arise. Defendants have a continuing duty to promptly notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.



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4.2 Funding of Gross Settlement Amount. Defendant Volt Management Corp. shall fully fund the Gross Settlement Amount, along with all amounts necessary to fully pay Defendant Volt Management Corp.'s share of payroll taxes (which will be paid separate and apart from the Gross Settlement Amount), by transmitting the funds into a Qualified Settlement Fund ("QSF") established and maintained by the Administrator within fourteen (14) days of the Effective Date.

4.2.2 Return of Funds. Exclusively in the event that the QSF is partially or fully funded prior to the Court's granting of Final Approval and the Settlement Agreement is denied final approval by the Court, all installment payments made by Volt Management Corp. shall remain the property of Volt Management Corp. and be returned to Volt Management Corp. by the Administrator from the QSF.

4.3 Payments from the Gross Settlement Amount. Within ten (10) business days after Volt Management Corp.'s full funding of the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Enhancement Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Enhancement Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.3.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator will update the recipients' mailing addresses using the National Change of Address Database.

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

4.3.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall



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transmit the funds represented by such checks to the State Controller Unclaimed Property Fund. After the void date, the Parties will submit a declaration from the Administrator attesting to the total amount that was actually paid to the Participating Class Members and Aggrieved Employees along with any interest accrued thereon. The Parties will concurrently submit an amended Judgment to direct the Administrator to disburse these amounts to the State Controller Unclaimed Property Fund in compliance with California Code of Civil Procedure § 384(b).

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

**5. RELEASES OF CLAIMS.** As of the Effective Date and Volt Management Corp.'s full funding of the Gross Settlement Amount, Plaintiffs, Participating Class Members and Aggrieved Employees hereby fully and forever release and discharge all claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Upon entry of the final order and judgment and Defendant Volt Management Corp.'s full funding of the Gross Settlement Amount, Plaintiffs and their successors, agents, heirs, administrators, and assigns waive, release, forever discharge, and will not pursue any manner of action, cause of action, claim, demand, right, suit, obligation, debt, contract, agreement, promise, liability, or remedy of any nature whatsoever (including without limitation any damages, charges, penalties, losses, costs, expenses, and attorneys' fees), whether in law or in equity, under contract, tort or any other subject area, or under any statute, rule, regulation, order, or law, whether federal, state, or local, on any grounds whatsoever, arising out of or relating to any acts, facts, omissions or obligations, whether known or unknown, whether foreseen or unforeseen, fixed or contingent, against Defendants, their respective and former parents, subsidiaries, and affiliated corporations, and each of their officers, directors, shareholders, employees, agents, attorneys, and successors-in-interest, based on Plaintiffs' employment with Defendants, or any of them. This release shall not apply to claims for workers' compensation benefits, unemployment insurance benefits, pension or retirement benefits, or any other claim or right that cannot be waived or released as a matter of law.

5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code § 1542. In addition, Plaintiffs, and their successors, agents, heirs, administrators, and assigns, expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

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

5.2 Release by Participating Class Members: Upon entry of the final order and judgment and Defendant Volt Management Corp.'s full funding of the Gross Settlement Amount, Plaintiffs and



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all Participating Class Members who do not validly and timely request to be excluded from the class action portion of the Settlement, and each of their respective successors, agents, heirs, administrators, and assigns release the Released Parties from the Released Class Claims, meaning all claims that were alleged in the operative First Amended Complaint, or that reasonably could have been alleged based upon the facts stated in the operative First Amended Complaint under California Labor Code Sections 201, 202, 203, 204, 218, 226 *et seq*., 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, 2804, and all applicable Industrial Welfare Commission Wage Orders and the Unfair Competition Law, including but not limited to: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to indemnify employees for work-related expenditures, (6) failure to timely pay earned wages during employment, (7) failure to provide accurate itemized wage statements, (8) failure to timely pay all earned wages at time of separation, and (9) unfair and unlawful competition. The time period covered by this release mirrors the Class Period.

5.3 Release by Aggrieved Employees: Upon entry of the final order and judgment and Defendant Volt Management Corp.'s full funding of the Gross Settlement Amount, Plaintiffs and all Aggrieved Employees shall on behalf of themselves and on behalf of the LWDA waive, release, and forever discharge the Released Parties from the Released PAGA Claims, meaning the PAGA claims alleged in the operative First Amended Complaint, or that reasonably could have been based on the facts stated in the operative First Amended Complaint and in the relevant LWDA notice letters under California Labor Code Sections 201, 202, 203, 204, 218, 226 *et seq*., 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, 2804, and all applicable Industrial Welfare Commission Wage Orders, including all PAGA claims seeking civil penalties premised upon: (1) failure to pay wages for all hours worked at the legal minimum wage, (2) failure to pay overtime hours worked at the overtime rate of pay, (3) failure to pay wages to hourly non-exempt employees for workdays that Defendants failed to provide legally required and compliant meal periods, (4) failure to pay wages to hourly non-exempt employees for workdays that Defendants failed to provide legally required and compliant rest periods, (5) failure to timely pay earned wages during employment, (6) failure to provide complete and accurate wage statements, (7) failure to pay employees all wages due at time of termination/resignation, and (8) failure to maintain temperatures providing reasonable comfort based on the facts alleged in the LWDA notice letters and First Amended Complaint. The time period covered by this release mirrors the PAGA Period. The PAGA Released Claims do not release any Aggrieved Employees' claims for wages or statutory penalties.

**6. MOTION FOR PRELIMINARY APPROVAL.** Plaintiffs will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals. Plaintiffs will send notice of the settlement to the LWDA as required under PAGA.

6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code § 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to



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exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with the Parties, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code § 2699.3, subd. (a)), Operative Complaint (Labor Code § 2699, subd. (l)(1)), this Agreement (Labor Code § 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and the Administrator. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Defendants' Declaration in Support of Preliminary Approval. Within 10 days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel signed declarations from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their declarations, Defense Counsel and Defendants shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval. Class Counsel and Defense Counsel are jointly responsible for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4 Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. The Court's decision to award less than the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Enhancement Payment, and/or Administrator Expenses Payment shall not constitute a material modification to this Agreement within the meaning of this Paragraph.

## 7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected CPT Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, 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 the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall obtain and use its own Employer Identification Number for purposes of providing any necessary reports to state and federal tax



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authorities.

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

7.4 Notice to Class Members.

7.4.1 As expeditiously as possible after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, and Class Period Workweeks and PAGA Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and on or before ten (10) business days after receiving the Class Data from Defendants, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice 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 Class Period Workweeks / PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than seven (7) days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS after being re-mailed a second time.

7.4.4 The deadlines for Class Members' written objections, challenges to Class Period Workweeks and PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received a Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever is later.



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7.5 Requests for Exclusion (Opt-Outs).

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

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

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, is entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' releases under Paragraph 5 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks / Pay Periods. Each Class Member has sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Period Workweeks / PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator will encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the pay periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator shall promptly provide copies of all challenges to calculation of pay periods to Defense Counsel. Determination of any such challenge shall be made by Defendants and Class Counsel and, to the extent possible, resolved prior to finalizing the amounts distributable to Participating Class Members and Aggrieved Employees. If no such solution can be reached, the challenge will be provided to the Court for an ultimate determination.



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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 Representative Enhancement Payment, Class Counsel Fees Payment, and/or Class Counsel Litigation Expenses Payment.

7.7.2 Participating Class Members may send written objections to the Administrator by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so no later than sixty (60) calendar days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

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

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

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

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than seven (7) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to workweeks and/or pay periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include and provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.



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7.8.4 Administrator's Declaration. Not later than fourteen (14) days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.5 Final Report by Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least seven (7) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

**8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE**. It is estimated that there are: (1) 1,700 Class Members who worked an aggregate total of approximately 28,495 Workweeks during the Class Period; and (2) 1,560 Aggrieved Employees who worked an aggregate total of 24,900 PAGA Pay Periods during the PAGA Period. If the total number of Workweeks as of the end of the Class Period exceeds the above figure by greater than 10% (exceeds 31,344), then the Gross Settlement Amount shall increase pro rata based on the number of additional Workweeks above 10% (*i.e.*, if the number of Workweeks is 11% greater than the above figure, then the Gross Settlement Amount shall increase by 1%), or, in lieu of the increase, Defendant Volt Management Corp. may elect to cut short the end date of the Class and PAGA Periods to the date the number of workweeks exceeds 31,344, provided, however, the end date of the periods may not occur before the mediation date.

8.1 Escalator Workweek Declaration. No later than five (5) court days prior to Plaintiffs' hearing date for the Motion for Preliminary Approval, Defendant Volt Management Corp. shall, by and through its counsel, file a declaration informing the Court (1) whether or not the Escalator Clause has been triggered; (2) the option Defendant Volt Management Corp. will select; and (3) in the event that the cut-short option is selected, the class and PAGA periods, as adjusted.

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



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

9.2 Defendant Volt Management Corp.'s Right to Withdraw. If more than 5% of the Class Members submit valid Requests for Exclusion from the Settlement, Defendant Volt Management Corp. may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant Volt Management Corp. 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 Volt Management Corp. will remain responsible for paying all Settlement Administration expenses incurred to that point. Defendant Volt Management Corp. must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel. No Party shall solicit potential Class Members to opt out from participating in this settlement.

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

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

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

**10. 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 and a proposed amended judgment.



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## 11. ADDITIONAL PROVISIONS.

11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Action have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of the Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and 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).

11.2 Confidentiality Prior to Preliminary Approval. Up to and until the Motion for Preliminary Approval is heard, this Agreement and the communications leading to its execution are intended by the Parties to remain confidential and non-public. The communications and discussions regarding this Agreement are further covered by mediation and settlement privileges. The Parties shall not engage in the release of any press releases or advertising relating to this settlement or Defendants, nor shall they initiate any publicity of any kind related to this settlement. The terms of this settlement (including but not limited to the amount of the Gross Settlement Amount) shall remain confidential and shall not be discussed or disclosed by the Parties (other than to her attorneys, spouse (if any), tax advisors (if any), and/or financial advisors (if any)) until the preliminary approval motion is filed in the court overseeing the Action. The Parties shall, and hereby do, direct their respective counsel to abide by the restrictions of this paragraph.

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

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

11.5 Attorney Authorization. The Parties separately warrant and represent that they have authorized their respective Counsel to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best



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efforts, in good faith, to implement the Settlement by, among other things, modifying this Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of this Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

11.7 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 the Settlement.

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

11.9 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.

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

11.11 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.

11.12 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.

11.13 Continuing Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. The Parties agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communications with the press about the facts, amount, or terms of the Settlement. The Parties shall, and hereby do, direct their respective counsel to abide by the restrictions of this paragraph.

11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to the Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendants unless, prior to



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the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destruction, of Class Data.

11.15 Headings. The descriptive heading of any section or Paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

11.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days, unless otherwise noted. 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.

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

To Plaintiffs:
Fletcher W. Schmidt of Haines Law Group, APC
2155 Campus Drive, Suite 180, El Segundo, CA 90265
fschmidt@haineslawgroup.com

Joseph Lavi of Lavi & Ebrahimina, LLP
8889 W. Olympic Boulevard, Suite 200, Beverly Hills, CA 90211
jlavi@lelawfirm.com

To Defendants:
Shaun Voigt of Fisher & Phillips LLP
444 South Flower Street, Suite 1500, Los Angeles, CA 90071
svoigt@fisherphillips.com

Shareef S. Farag of Baker & Hostetler LLP
1900 Avenue of the Stars, Suite 2700, Los Angeles, CA 90067
sfarag@bakerlaw.com

11.18 Execution in Counterparts. This Agreement may be executed in counterparts which shall be deemed to be part of one original, and facsimile and electronic image copies of signatures (including by pdf, Docusign, or any electronic signature complying with the U.S. federal ESIGN Act of 2000), or other transmission method shall be equivalent to original signatures.

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

11.20 Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other party or parties to enforce the provisions of this agreement or to declare rights and/or obligations under this agreement, the successful party or parties will be entitled to recover from the unsuccessful party or parties' reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement action.



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Dated: 08/14, 2026

**BEATRIZ RAMIREZ**

Dated: Jul 29, 2026, 2026

**MARIBEL GONZALEZ**

Maribel G.R
Maribel Gonzalez Ruiz (Jul 29, 2026 20:01:23 PDT)

Dated: _____, 2026

**VOLT MANAGEMENT CORP.**

_____

Name: _____

Title: _____

Dated: _____, 2026

**IKEA DISTRIBUTION SERVICES, INC.**

_____

Name: _____

Title: _____



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Docusign Envelope ID: 9FC2ED67-4FF1-8432-82D8-1EA829626CCB

Dated: _____, 2026

**BEATRIZ RAMIREZ**

_____

Dated: Jul 29, 2026, 2026

**MARIBEL GONZALEZ**

Maribel G.R
Maribel Gonzalez Ruiz (Jul 29, 2026 20:01:23 PDT)

Dated: 9/29/2026, 2026

**VOLT MANAGEMENT CORP.**

_____

Name: Andre Frieden

Title: Global General Counsel

Dated: 8/18/2026, 2026

8/18/2026

**IKEA DISTRIBUTION SERVICES, INC.**

Signed by:
Joe Golden
A89C8AB7ECCD429...

Signed by:
John Robinson
7B943752C6BD4A8...

Name: Joe Golden John Robinson

Title: VP Controller Treasurer

**APPROVED AS TO FORM ONLY**:

Dated: Jul 29, 2026

**HAINES LAW GROUP, APC**

Paul K. Haines
Fletcher W. Schmidt
Matthew K. Moen
Ian T. Mallery
Attorneys for Plaintiff Gonzalez

Dated: 8/16, 2026

**LAVI & EBRAHIMIAN, LLP**

Joseph Lavi
Vincent C. Granberry
Jeffrey D. Klein
Jovahn M. Wiggins
Daniel U. Frydman
Attorneys for Plaintiff Ramirez

Dated: September 29, 2026

**FISHER & PHILLIPS LLP**

Shaun Voigt
Areen Babajanian
Sohin Gautam
Attorneys for Defendant
VOLT MANAGEMENT CORP.

Dated: August 19, 2026

**BAKER & HOSTETLER LLP**

Shareef S. Farag
Kerri H. Sakaue
Matthew P. Eaton
Attorneys for Defendant
IKEA DISTRIBUTION SERVICES INC.



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

*Maribel Gonzalez, et al. v. Volt Management Corp., et al.*
Kern County Superior Court, Case No. BCV-24-103281

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

**You may be eligible to receive money** from an employee class action lawsuit ("Action") against Volt Management Corp. and IKEA Distribution Services, Inc. (collectively, "Defendants") for alleged wage and hour violations. The Action was filed by former employees of Volt Management Corp., Beatriz Ramirez and Maribel Gonzalez ("Plaintiffs"), and seeks payment of alleged unpaid minimum and overtime wages, meal and rest period premium wages, unreimbursed business expenses, wage statement penalties, and waiting time penalties for Class Members. These claims are brought on behalf of Class Members (defined as all current and former nonexempt employees employed by Defendant Volt Management Corp. who performed work at a location operated by Defendant IKEA Distribution Services, Inc. in California at any time from September 26, 2020 through May 4, 2026 (the "Class Period")); and (2) penalties under the California Private Attorney General Act ("PAGA") for all Aggrieved Employees (defined as all current and former nonexempt employees employed by Defendant Volt Management Corp. who performed work at a location operated by Defendant IKEA Distribution Services, Inc. in California at any time from January 19, 2021 through May 4, 2026 (the "PAGA Period")).

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

Based on Defendants' records and the Administrator's current calculations, **your Individual Class Payment is estimated to be $<<CLASS PAYMENT>> and your Individual PAGA Payment is estimated to be $<<PAGA PAYMENT>>**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Defendants' records showing that **you worked <<WORKWEEKS>> workweeks and <<PAY PERIODS>> pay periods** during the Class/PAGA Periods. If you believe that you worked more workweeks and/or pay periods than shown, you can submit a challenge by the deadline date. See Section 4.3 (Workweek / Pay Period Challenges) of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys. The Court will also decide whether to enter a judgment that requires Volt

Management Corp. to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

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

## SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

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|---|---|
| **Do Nothing and Participate in the Settlement** | If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendants that are covered by this Settlement (Released Claims). |
| **Opt-out of the Class Settlement**<br><br>**The Opt-out Deadline is <<RESPONSE DEADLINE>>** | If you don't want to fully participate in the Class Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 (HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?) of this Notice.<br><br>You cannot opt-out of the PAGA portion of the Settlement. Volt Management Corp. will pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below). |
| **Object to the Class Settlement**<br><br>**Written Objections Must be Submitted by <<RESPONSE DEADLINE>>** | All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the Class Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel, but every dollar paid to Class Counsel reduces the overall amount paid to Participating Class Members. You can object to the terms of the Settlement if you think they are unreasonable. See Section 7 (HOW DO I OBJECT TO THE SETTLEMENT?) of this Notice. |
| **Participate in the Final Approval Hearing** | The Court's Final Approval Hearing is scheduled to take place on <<FINAL APPROVAL HEARING DATE>>. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 (CAN I ATTEND THE FINAL APPROVAL HEARING?) of this Notice. |

| | |
|---|---|
| **Challenge the Calculation of Your Workweeks/Pay Periods**<br><br>**Written Challenges Must be Submitted by <<RESPONSE DEADLINE>>** | The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks / pay periods you worked for any amount of time during the Class/PAGA Periods. The number of workweeks and pay periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with this figure, you must challenge it by <<RESPONSE DEADLINE>>. See Section 4.3 (Workweek / Pay Period Challenges) of this Notice. |

## 1. WHAT IS THE LAWSUIT ABOUT?

In the Action, Plaintiffs allege that Defendants violated California labor laws, including failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods, failure to provide compliant rest periods, failure to reimburse all necessary business expenses, failure to timely pay due wages during employment and at termination, failure to issue accurate wage statements, and unfair competition. Based on the same claims, Plaintiffs also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq*.). Plaintiffs are represented by attorneys in the Action: Paul K. Haines, Fletcher W. Schmidt, Matthew K. Moen, and Ian T. Mallery of Haines Law Group, APC, and Joseph Lavi, Jeffrey D. Klein, Vincent C. Granberry, Jovahn M. Wiggins, and Daniel U. Frydman of Lavi & Ebrahimian, LLP ("Class Counsel").

Defendants deny Plaintiffs' claims and contend that they have complied with all applicable laws. Defendants entered into the Settlement solely for purposes of avoiding the risk and uncertainty of litigation.

This Settlement is the result of good-faith, arms-length negotiations between the Parties, through their respective attorneys, with the assistance of a neutral mediator. The Parties agree that in light of the risks and expense associated with continued litigation, this Settlement is fair, adequate, and reasonable, and that it is in the best interest of the Class and Aggrieved Employees.

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

The Court has made no determination whether Defendants or Plaintiffs are correct. Plaintiffs and Defendants reached a settlement by mediating the case with a neutral third party for the sole purpose of resolving the matter and with no admission or finding of liability or wrongdoing by Defendants.

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

A. Defendant Volt Management Corp. Will Pay $795,000.00 as the Gross Settlement Amount (Gross Settlement). Subject to Court Approval, Defendant Volt Management Corp. has agreed to deposit the Gross Settlement into an account controlled by the Administrator. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Counsel's attorney's fees and expenses, the Class Representative Service Payments, the Administrator's expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendant Volt Management Corp. will fund the Gross Settlement within fourteen (14) days of the Effective Date. The

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

B. Due to the timelines for funding of the Gross Settlement Amount, it is currently estimated that Participating Class Members can expect for their Individual Class Payments to be mailed in approximately <<XXXX>> days. Therefore, it is imperative that you notify the Administrator (whose contact information is included in this notice) of any changes to your address that take place prior to the disbursement in order to avoid any delays in receiving your payment.

C. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

   i. Up to one-third (1/3) of the Gross Settlement (currently estimated at $265,000.00) to Class Counsel for attorneys' fees and up to $40,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

   ii. Up to $18,000.00 to the Administrator for services administering the Settlement.

   iii. Up to $10,000.00 each for the named Plaintiffs, Beatriz Ramirez and Maribel Gonzalez, as the Class Representative Service Payments.

   iv. Up to $30,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment ($22,500.00) and 25% to Individual PAGA Payments ($7,500.00) paid on a proportional basis to the Aggrieved Employees based on the number of pay periods they worked during the PAGA Period.

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

D. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on the proportional share of Workweeks worked during the the Class Period.

E. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve the following tax allocation for Individual Class Payments: 80% as penalties and interest and 20% as wages. Class Members are responsible for their share of the payroll taxes, which will be deducted from their Individual Class Payments. Volt Management Corp. is responsible to pay the employer share of payroll taxes, separate and apart from the Gross Settlement Amount, and these taxes will not be deducted from the Gross Settlement Amount. The Administrator will report all wage payments on an IRS Form W2 and all non-wage payments on an IRS Form 1099.

The Individual PAGA Payments are treated as 100% civil penalties, not wages, for tax purposes for which an IRS Form 1099 shall be provided. You should consult your tax advisor concerning the tax consequences of the payment(s) you receive under the Settlement.

F. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). **If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be disbursed to the State Controller Unclaimed Property Fund.**

G. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than <<RESPONSE DEADLINE>>, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by <<RESPONSE DEADLINE>>. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not be eligible to receive an Individual Class Payment or object to the terms of the Settlement. You will not be bound by the non-PAGA terms of the Settlement, and may pursue any individual claims you may have, at your own expense, against Defendants. If you are a PAGA Member, you will still receive an Individual PAGA Payment regardless of whether you submit a Request for Exclusion.

H. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void. If the Settlement becomes void, Volt Management Corp. will not pay any money and Class Members will not release any claims against Defendants.

I. Administrator. The Court has appointed a neutral company, CPT Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also aid in determining the validity and authenticity of Requests for Exclusion, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The

Administrator's contact information is contained in Section 9 (HOW CAN I GET MORE INFORMATION?) of this Notice.

J. Participating Class Members' Release. After the Judgment is final and Volt Management Corp. has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

> Upon entry of the final order and judgment and Defendant Volt Management Corp.'s full funding of the Gross Settlement Amount, Plaintiffs and all Participating Class Members who do not validly and timely request to be excluded from the class action portion of the Settlement, and each of their respective successors, agents, heirs, administrators, and assigns release the Defendants and their respective parents, subsidiaries, directors, owners, shareholders, officers, and attorneys, past and present, and each of them acting in concert with the foregoing ("Released Parties"), from all claims that were alleged in the operative First Amended Complaint, or that reasonably could have been alleged based upon the facts stated in the First Amended Complaint under California Labor Code Sections 201, 202, 203, 204, 218, 226 *et seq*., 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, 2804, and all applicable Industrial Welfare Commission Wage Orders and the Unfair Competition Law, that accrued during the Class Period. The time period covered by this release mirrors the Class Period.

K. Aggrieved Employees' PAGA Release. After the Court's judgment is final and Volt Management Corp. has paid the Gross Settlement, all Aggrieved Employees, including Plaintiffs, will be barred from asserting the PAGA claims against Defendants that are released through this Settlement, whether or not they exclude themselves from the class action portion of the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees will be bound by the following release:

> Upon entry of the final order and judgment and Defendant Volt Management Corp.'s full funding of the Gross Settlement Amount, Plaintiffs and all Aggrieved Employees shall on behalf of themselves and on behalf of the LWDA waive, release, and forever discharge the Released Parties from all PAGA claims alleged in the operative First Amended Complaint, or that reasonably could have been based on the facts stated in the operative First Amended Complaint and in the relevant LWDA notice letters under California Labor Code Sections 201, 202, 203, 204, 218, 226 *et seq*., 226.7, 510, 512,

558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, 2804, and all applicable Industrial Welfare Commission Wage Orders, that accrued during the PAGA Period. The time period covered by this release mirrors the PAGA Period.

## 4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

A. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the 25% share of PAGA Penalties ($7,500.00) by the total number of Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of Pay Periods worked by each individual Aggrieved Employee.

C. Workweek / Pay Period Challenges. The number of Workweeks / Pay Periods you worked during the Class/PAGA Periods, as recorded in Defendants' records, are stated in the first page of this Notice. You have until <<RESPONSE DEADLINE>> to challenge the number credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 (HOW CAN I GET MORE INFORMATION?) of this Notice has the Administrator's contact information.

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

## 5. HOW WILL I GET PAID?

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

B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

**Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 (HOW CAN I GET MORE INFORMATION?) of this Notice has the Administrator's contact information.**

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Beatriz Ramirez and Maribel Gonzalez v. Volt Management Corp., et al.*, Kern County Superior Court, Case No. BCV-24-103281, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by <<RESPONSE DEADLINE>>, or it will be invalid.** Section 9 (HOW CAN I GET MORE INFORMATION?) of the Notice has the Administrator's contact information.

## 7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least sixteen (16) court days before <<FINAL APPROVAL HEARING DATE>> (the Final Approval Hearing), Class Counsel and/or Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, as well as a request for Fees and Litigation Expenses stating the amount Class Counsel is requesting for attorneys' fees and litigation expenses, and requesting Class Representative Service Payments for Plaintiffs. Upon reasonable request, Class Counsel (whose contact information is in Section 9 (HOW CAN I GET MORE INFORMATION?) of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website

**<<ADMIN URL FOR CASE>>**

or the Court's website at https://www.kern.courts.ca.gov/online-services and entering the Case Number for the Action (BCV-24-103281).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees and Litigation Expenses may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel are too high or too low. **The deadline for sending written objections to the Administrator is <<RESPONSE DEADLINE>>**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action (*Maribel Gonzalez, et al. v. Volt Management Corp., et al*., Kern County Superior Court, Case No. BCV-24-103281) and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 (HOW CAN I GET MORE INFORMATION?) of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be

ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 (CAN I ATTEND THE FINAL APPROVAL HEARING?) of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

**8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

You can, but do not have to, attend the Final Approval Hearing on <<FINAL APPROVAL HEARING DATE>> at <<FINAL APPROVAL HEARING TIME>> in Department 17 of the Kern County Superior Court, located at 1415 Truxtun Avenue, Bakersfield, CA 93301. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before deciding. You can attend (or hire a lawyer to attend) either personally or via remote appearance as permitted by the Court. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <<ADMIN URL FOR CASE>> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

**9. HOW CAN I GET MORE INFORMATION?**

The easiest way to access the Settlement Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website <<ADMIN URL FOR CASE>>. You can also contact the Administrator using the contact information listed below, or consult the Superior Court website by going to https://www.kern.courts.ca.gov/online-services and entering the Case Number for the Action, Case No. BCV-24-103281. You can also make an appointment to personally review court documents in the Clerk's Office at the Kern County Superior Court by going to https://www.kern.courts.ca.gov/online-services/book-appointment.

Class Counsel: Lavi & Ebrahimian, LLP
Names of Attorneys: Joseph Lavi & Vincenet Granberry
Email Address: WHTS@lelawfirm.com
Mailing Address: 8889 West Olympic Blvd. Suite 200,
Beverly Hills, CA 90211
Telephone: (310) 432-0000

Settlement Administrator:
Name of Company: CPT Group, Inc.
Email Address: <<ADMIN INFO>>
Mailing Address: <<ADMIN INFO>>
Telephone: <<ADMIN INFO>>
Fax Number: <<ADMIN INFO>>

**10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

**Please make sure you contact the Administrator before the void date otherwise your check will be voided and distributed to the State Controller Unclaimed Property Fund.**

**11. WHAT IF I CHANGE MY ADDRESS?**

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

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

# EXHIBIT 2

LAW OFFICES OF
LAVI & EBRAHIMIAN, LLP
8889 W. OLYMPIC BLVD., SUITE 200
BEVERLY HILLS, CALIFORNIA 90211
TELEPHONE: (310) 432-0000
FACSIMILE: (310) 432-0001
WWW.LELAWFIRM.COM

January 19, 2022

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE § 2699.3**

To: California Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612
*Via Online Submission Only*

Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
Certified Mail Number: **7020 0640 0002 1066 8736**

VOLT MANAGEMENT CORP.
c/o Amanda Garcia Agent for Service of Process
330 N Brand Blvd #700
Glendale, California 91203
Certified Mail Number: **7020 0640 0002 1066 8729**

VOLT MANAGEMENT CORP.
4104 Industrial Pkwy Drive,
Lebec, California 93243
Certified Mail Number: **7020 0640 0002 1066 8712**

From: BEATRIZ RAMIREZ, on behalf of herself and other current and former aggrieved, California-based, hourly non-exempt employees of VOLT MANAGEMENT CORP.
c/o Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Tara Yousif, Esq.

Lavi & Ebrahimian, LLP
8889 West Olympic Boulevard, Suite 200
Beverly Hills, California 902113

Sahag Majarian II, Esq. (State Bar No. 146621)
**Law Office of Sahag Majarian II**
18250 Ventura Boulevard
Tarzana, California 91356
Telephone: (818) 609-0807
Facsimile: (818) 609-0892
Email: sahagii@aol.com

Our firm has been retained by aggrieved employee BEATRIZ RAMIREZ concerning a representative action pursuant to the Private Attorneys General Act of 2004, Labor Code § 2698, *et seq.* ("PAGA") against her employers, VOLT MANAGEMENT CORP.

I am filing this written notice with the Labor and Workforce Development Agency ("LWDA") pursuant to the provisions of the California Labor Code § 2699, 2699.3, and 2698, *et seq*. The purpose of this letter is to inquire whether LWDA intends to investigate and seek civil penalties associated with my client's allegations of violations of the Labor Code by her Employers. In addition to submitting this letter and the $75.00 filing fee via the online PAGA filing system, I am causing a copy of this letter to be mailed to the Department of Industrial Relations – Accounting Unit.

## FACTUAL STATEMENT AND THEORIES OF LABOR CODE VIOLATIONS

Aggrieved employee BEATRIZ RAMIREZ ("Employee") was formerly employed by VOLT MANAGEMENT CORP. ("Employers") as an hourly non-exempt employee from in or around March 2021, until on or about July 19, 2021.

1. *Failure to Pay the Minimum Wage Rate of Pay for All Hours Worked*

First, Employee maintains that, during her employment, Employers failed to pay her and other current and former aggrieved, California-based, hourly non-exempt employees with compensation at the minimum wage rate of pay for all the hours that they worked in violation of California Labor Code § 1194 and 1197. Labor Code § 1197 provides, "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." Labor Code § 1194 states, "...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

Employee maintains that, during her employment, she and other current and former aggrieved, California-based, hourly non-exempt employees worked more hours per day than Employers credited them for having worked based on the following:

- Employers maintained a policy, practice, and/or procedure whereby, requiring, since the outbreak of COVID-19, Employee and other current and former aggrieved, California-based, hourly non-exempt employees to arrive prior to the start of their shift in order to line up to wait to undergo and undergo off-the-clock temperature checks and complete medical questionnaires subject to the control of Employers, but prior to being permitted to clock in for the start of their shifts; and

- Employers maintained a policy, practice, and/or procedure whereby, requiring Employee and other current and former aggrieved, California-based, hourly non-exempt employees to travel to and from a designated area to take lunch while they were off-the-clock during their meal breaks without being paid for that time.

Employers' aforementioned policy, practice, and/or procedure results in time each day in which Employee and other current and former aggrieved, California-based, hourly non-exempt employees are subject to the control of employers' without being compensated for that time.

Based on these violations, Employee intends to seek civil penalties pursuant to the Private Attorney General Act ("PAGA"), California Labor Code §2698, et seq. and Labor Code §1197.1, Subdivisions (a)(1)-(2), on behalf of the Labor and Workforce Development Agency ("LWDA") against Employers if authorized to file a representative action on behalf of the State of California. Employee will also seek statutory penalties under Labor Code 226(a)(1) because the failure to pay such minimum wages for all hours worked rendered Employee's and other current and former aggrieved, California-based, hourly non-exempt employees' pay calculations inaccurate and in violation of Labor Code § 226(e)(2)(B)(i)).

*2. <u>Failure to Pay Overtime Wages for Overtime Hours Worked</u>*

Second, Employee maintains, Employer failed to pay her and other current and former aggrieved, California-based, hourly non-exempt employees for the overtime hours that they worked at their overtime rate of pay.

Labor Code § 510 provides:

> "Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek

> shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

Overtime is based upon an employee's regular rate of pay. "The regular rate at which an employee is employed shall be deemed to include all remuneration for employment paid to, or on behalf, of the employee." *See* Division of Labor Standards Enforcement – Enforcement Policies and Interpretations Manual, § 49.1.2.

Finally, Labor Code § 1194 provides, "...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

As stated above, Employee maintains that Employers failed to pay her and other current and former aggrieved, California-based, hourly non-exempt employees for all of the hours that they worked based on the following:

- Employers maintained a policy, practice, and/or procedure whereby, requiring, since the outbreak of COVID-19, Employee and other current and former aggrieved, California-based, hourly non-exempt employees to arrive prior to the start of their shift in order to line up to wait to undergo and undergo off-the-clock temperature checks and complete medical questionnaires subject to the control of Employers, but prior to being permitted to clock in for the start of their shifts; and

- Employers maintained a policy, practice, and/or procedure whereby, requiring Employee and other current and former aggrieved, California-based, hourly non-exempt employees to travel to and from a designated area to take lunch while they were off-the-clock during their meal breaks without being paid for that time.

Based on these violations, Employee intends to seek civil penalties pursuant to the PAGA, California Labor Code §2698, et seq. and Labor Code § 558 and/or 1197.1, Subdivisions (a)(1)-(2), on behalf of the LWDA against Employers if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employers' failure to pay overtime wages for overtime hours worked. Employee will also seek statutory penalties under Labor Code 226(a)(1) because the failure to pay such overtime wages rendered Employee's and other current and former aggrieved, California-based, hourly non-exempt employees' pay calculations inaccurate and in violation of Labor Code § 226(e)(2)(B)(i).

*3. <u>Failure to Authorize or Permit Meal Periods in Violation of Labor Code § 512 and 226.7 and/or Failure to Pay Meal Period Premiums</u>*

Third, Employee maintains that, during her employment, Employers failed to maintain compliant meal period polices. California law requires an employer to provide an employee an uninterrupted meal period of no less than 30-minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities prior to the employee's sixth

hour of work. Cal. Labor Code § 226.7, 512; Wage Order 4, §11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second such meal period of not less than 30 minutes prior to the start of the eleventh hour of work. *Id*. If the employer requires the employee to remain at the work site or facility during the meal period, the meal period must be paid. This is true even where the employee is relieved of all work duties during the meal period. *Bono Enterprises, Inc. v. Bradshaw* (1995) 32 Cal.App.4th 968. Labor Code § 226.7 provides that if an employee does not receive a required meal or rest period that "the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided."

Employee maintains that Employers failed to authorize or permit her and other current and former aggrieved, California-based, hourly non-exempt employees to take compliant meal periods based on the following:

- Employers maintained a policy, practice, and/or procedure whereby, requiring Employee and other current and former aggrieved, California-based, hourly non-exempt employees required to travel to and from a designated area to take lunch while they were off-the-clock during their meal breaks rendering their meal breaks less than the required 30 minutes and/or not duty-free as required. Employers did not extend or otherwise elongate Employee's and other current and former aggrieved, California-based, hourly non-exempt employees' meal breaks beyond 30 minutes to account for the travel time and ensure they received the required 30-mintues and Employers' continued exercise control over how and/or where Employee and other current and former aggrieved, California-based, hourly non-exempt employees could take their meal breaks rendered them on-duty.

Additionally, Employee alleges that Employers maintained a policy, practice, and/or procedure whereby they failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees a meal period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant meal periods, in violation of Labor Code § 226.7 and Wage Order 4 at § 11.

Based on these violations, Employee intends to seek civil penalties pursuant to the PAGA, California Labor Code § 2698, et seq. on behalf of the LWDA against Employers if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employers' failure to authorize or permit meal or pay meal period premium wages, Employee will seek statutory penalties under Labor Code 226(a)(1) because the failure to pay such meal period premiums rendered Employee's and other current and former aggrieved, California-based, hourly non-exempt employees' pay calculations inaccurate and in violation of Labor Code § 226(e)(2)(B)(i).

4. *Failure to Authorize or Permit Rest Periods in Violation of Labor Code § 226.7 and/or Failure to Pay Rest Period Premiums*

Fourth, Employee maintains that, during her employment, Employers failed to maintain compliant rest period polices. California law requires that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof…." Wage Order 4, § 12. Employees are entitled to 10 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code §226.7. Additionally, the rest period requirement "obligates employers to permit-and authorizes employees to take-off-duty rest periods." *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time. *Id*. If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided." Wage Order 4, § 12; Labor Code § 226.7.

Employee maintains that Employers failed to authorize or permit her and other current and former aggrieved, California-based, hourly non-exempt employees to take compliant rest periods based on the following:

- Employers maintained a policy, practice, and/or procedure whereby, failing to provide Employee and other current and former aggrieved, California-based, hourly non-exempt employees a third uninterrupted duty-free rest period of a net ten (10) minutes when they worked more than 10 hours in a workday.

Additionally, Employee alleges that Employers maintained a policy, practice, and/or procedure whereby they failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees a rest period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant rest periods, in violation of Labor Code § 226.7 and Wage Order 4 at § 12.

Based on these violations, Employee intends to seek civil penalties pursuant to the PAGA, California Labor Code §2698, et seq. on behalf of the LWDA against Employers if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employers' failure to authorize or permit rest periods or pay rest period premium wages, Employee will seek statutory penalties under Labor Code 226(a)(1) because the failure to pay such rest period premiums rendered Employee's and other current and former aggrieved, California-based, hourly non-exempt employees' pay calculations inaccurate and in violation of Labor Code § 226(e)(2)(B)(i).

5. *Failure to Timely Pay Earned Wages During Employment in Violation of Labor Code § 204*

Employee alleges that during her employment, Employers failed to timely pay Employee's and other current and former aggrieved California-based hourly non-exempt employees' earned wages. In California, wages must be paid at least twice during each calendar month on days designated in advance by the employer as regular paydays, subject to some exceptions. Labor Code §204(a). Wages earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any calendar month must be paid between the 1st and 10th day of the following month. *Id*. Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7) calendar days following the close of the payroll period in which wages were earned. Labor Code §204(d).

As a derivative of Employee's claims above, Employee alleges that Employers failed to timely pay her and other current and former aggrieved California-based hourly non-exempt employees' earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), in violation of Labor Code § 204. Employers' aforementioned policies, practices, and/or procedures resulted in Employers failing to pay Employee and other current and former aggrieved California-based hourly non-exempt employees their earned wages within the applicable time frames outlined in Labor Code 204.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code § 2698, *et seq.*, on behalf of LWDA against Employers if authorized to file a representative action on behalf of the State of California.

6. *Failure to Provide Accurate Wage Statements*

Labor Code § 226(a) states that "[a]n employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee…an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee…(3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer…and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee…."

Employee alleges that as a derivative of Employee's claims above, Employers failed to provide accurate wage and hour statements to Employee and other current and former aggrieved California-based hourly non-exempt employees who were subject to Employers' control for uncompensated time and who did not receive all their earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), in violation of Labor Code § 226.

Based on these violations, Employee will seek civil penalties under Labor Code § 226.3, and PAGA, Labor Code § 2698, *et seq.*, on behalf of LWDA, against Employers if authorized to file a representative action on behalf of the State of California.

*7. Failure to Timely Pay Final Wages*

Labor Code § 201(a) states that "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Labor Code § 202(a) continues, "[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter…." Finally, Labor Code § 203(a) provides, "[i]f an employer willfully fails to pay…any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days…."

As a result of the aforementioned violations of the Labor Code, Employee alleges that she was not paid her final wages in a timely manner as required by Labor Code § 203. Earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages) (all described above), were not paid at the time of Employee's separation of employment. Employee is informed and believes and thereon alleges that former aggrieved California-based hourly non-exempt employees who separated from Employers, whether voluntarily or involuntarily, were not paid all wages due in a timely manner, as required by Labor Code § 201, 202, and 203.

Based on these violations, Employee will seek civil penalties under PAGA, Labor Code § 2698, *et seq.*, on behalf of LWDA, against Employers if authorized to file a representative action on behalf of the State of California.

*8. Failure to Maintain Temperature Providing Reasonable Comfort*

Employee maintains that Employers failed to maintain its Lebec, CA facility at temperatures providing reasonable comfort. Labor Code § 1198 requires an employer to comply with the standard conditions of labor for California employees as set forth by the Industrial Welfare Commission ("IWC"). § 15 of the IWC Wage Order 4, states:

> (A) The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed.
>
> (B) If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort. Where the nature of the employment requires a temperature of less than 60° F., a heated room shall be provided to which employees may retire for warmth, and such room shall be maintained at not less than 68°.

> (C) A temperature of not less than 68° shall be maintained in the toilet rooms, resting rooms, and change rooms during hours of use.
>
> (D) Federal and State energy guidelines shall prevail over any conflicting provision of this §.

California law requires an employer to endeavor to provide a safe and healthy workplace. (Cal. Code Regs., tit. 8, §3203.) Further, Labor Code § 6720 required the California Division of Occupational Safety and Health ("Cal/OSHA") to propose an indoor heat illness standard by January 1, 2019. (Lab. Code, § 6720.) Cal/OSHA's draft standard applies its proposed regulations to "all indoor work areas where the temperature equals or exceeds 82 degrees Fahrenheit when employees are present."

At times during the one year prior to the filing of this letter, Employee and other current and former aggrieved California-based hourly non-exempt employees were subjected to excessive heat and/or humidity resulting in temperatures equaling or exceeding 82° F. Relatedly, at times during the one year prior to the filing of this letter in violation of Labor Code § 1198 and § 15 of the IWC Wage Order 4, Employers failed to provide Employee and other current and former aggrieved California-based hourly non-exempt employees with reasonable comfort by maintaining the indoor temperature within the range of industry standards by, inter alia, providing adequate heating, air conditioning, and/or ventilation.

Based on these violations, Employee will seek civil penalties under PAGA, Labor Code § 2698, *et seq.*, on behalf of the LWDA, against Employers if authorized to file a representative action on behalf of the State of California.

9. *Employers' Other Violations of the California Labor Code*

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc*. (2018) 25 Cal.App.5th 745 ("*Huff*"), as an aggrieved employee, Employee has standing, and intends, on behalf of LWDA, to pursue civil penalties against Employers for any and all other Labor Code violations committed by Employers. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against the employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Employee, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employers.

## CONCLUSION

My client intends to file a putative wage and hour class action as well as a representative action pursuant PAGA concerning her wage claims as warranted by Employers' violations of Labor Code § 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1198, and § 15 and the IWC Wage Orders. This letter is being sent to you as an inquiry into whether the LWDA wishes to

investigate my client's allegations for any civil penalties associated with the Employers' alleged violations of the Labor Code. Thank you for your assistance and cooperation in her matter. Please contact me at the above-listed information.

Very truly yours,
**LAVI & EBRAHIMIAN, LLP**

*/s/ Tara Yousif*

Tara Yousif, Esq.

# EXHIBIT 3

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

September 26, 2024

**VIA LWDA WEBSITE**

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Maribel Gonzalez v. Volt Management Corp., et al.*

To Whom It May Concern:

Please be advised that this law firm represents Maribel Gonzalez ("Ms. Gonzalez") in claims arising from her employment with Volt Management Corp., a Delaware Corporation; Ikea Distribution Services, Inc., a Delaware Corporation, and Does 1 through 100 ("Defendants"). The purpose of this letter is to comply with Labor Code § 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, "aggrieved employees" includes all current and former employees who worked for Defendant Ikea Distribution Services, Inc., whether hired directly or through a staffing agency, in California during the one year immediately preceding the date of this letter through the present.

Defendant Volt Management Corp. operates a staffing and recruitment agency servicing an international network of conglomerates. Defendant Ikea Distribution Services, Inc., is a multinational furniture company. Ms. Gonzalez was employed by Defendants as a non-exempt employee at Defendants' warehouse distribution center in Bakersfield, CA from approximately June 2022 until commencing a medical leave of absence in approximately February 2024. Ms. Gonzalez's primary job duties included packaging products for distribution.

Throughout Ms. Gonzalez's employment, Defendants have failed to provide Ms. Gonzalez and other aggrieved employees with all legally compliant meal periods due to Defendants' unlawful meal period policies/practices. Specifically, Defendants fail to provide Ms. Gonzalez and other aggrieved employees with meal periods that are "net" 30 minutes in length, as required by law for the same reasons discussed below pertaining to rest periods. Defendants provide meal periods that are exactly 30-minutes in length. However, this set duration fails to account for the time it takes Ms. Gonzalez and other aggrieved employees to walk through Defendants' large facility to and from the breakroom, thereby shortening their purported meal periods to less than 30 minutes "net" in the designated rest area away from the employee's workstation. In fact, Defendants maintained a written meal period policy that provides 30-minutes for an unpaid meal

period and states, "Any additional time added to lunches or breaks is considered stealing time and will result in immediate termination." In addition, Defendants failed to provide Ms. Gonzalez and other aggrieved employees with a second duty-free, 30-minute meal period for shifts in excess of 10.0 hours in a single workday. Instead, Defendants only provide for up to one single meal period per workday, regardless of the length of the shift, even when a work shift exceeds 10.0 hours in length. On those occasions when Defendants fail to provide Ms. Gonzalez and other aggrieved employees with all legally compliant meal periods to which they are entitled, Defendants failed to compensate Ms. Gonzalez and other aggrieved employees with an additional hour of premium pay at the employees' regular rate of pay for each workday there was a meal period violation, as mandated by Labor Code § 226.7.

Defendants have also failed to authorize and permit all lawful rest periods of at least 10 minutes for every four hours worked, or major fraction thereof for Ms. Gonzalez and other aggrieved employees due to Defendants' unlawful rest period policies/practices. As with meal periods, Defendants failed to authorize and permit Ms. Gonzalez and other aggrieved employees to take duty-free rest periods for a full ten minutes of "net rest" in an area appropriate for rest away from the workstation. Under California law, Defendants are required to authorize and permit a "net" rest period of 10-minutes that begins when the employee reaches a rest area away from his or her workstation and must be uninterrupted during the duration of the rest period. *See e.g.*, Division of Labor Standards Enforcement Manual ("DLSE Manual") §45.3.3; *Vaquero v. Stoneledge Furniture LLC,* (2017) 9 Cal.App.5th 98, 111-112 (citing DLSE Manual § 45.3.3 for the proposition that "the rest period begins when the employee reaches an area away from the workstation that is appropriate for rest"); *Augustus v. ABM Security Services, Inc.*, (2016) 2 Cal.5th 257, 260 ("[D]uring required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time"). Defendants only authorize and permit Ms. Gonzalez and other aggrieved employees to take rest periods of exactly 10 minutes in length, beginning the moment they leave their workstation and requiring Ms. Gonzalez and other aggrieved employees to return to their workstations by the completion of the 10-minutes. In fact, Defendants maintained a written rest period policy that authorizes and permits two 10-minute paid rest period and states, "Any additional time added to lunches or breaks is considered stealing time and will result in immediate termination." In addition, Defendants failed to authorize and permit a third duty-free, 10-minute rest period for Ms. Gonzalez and other aggrieved employees when they work in excess of 10.0 hours in a single workday. Instead, Defendants only authorize and permit for up to two 10-minute rest periods per workday, regardless of the length of the shift, even when a work shift exceeds 10.0 hours in length. Further, on occasions when Ms. Gonzalez and other aggrieved employees are not authorized and permitted to take all lawful rest periods to which they are entitled, Defendants fail to compensate Ms. Gonzalez and other aggrieved employees with an additional hour of rest period premium pay at their respective regular rates of pay for each workday in which a rest period violation occurs, as mandated by Labor Code § 226.7.

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Defendants have also failed to reimburse Ms. Gonzalez and other aggrieved employees for the use of their personal cellular phones for necessary work activities, as required by Labor Code § 2802. Specifically, Defendants require Ms. Gonzalez and other aggrieved employees to communicate with coworkers and their supervisors regarding work-related matters through their personal cellular phones. However, Defendants fail to reimburse Ms. Gonzalez and other aggrieved employees for a reasonable portion of their monthly cellular phone bills despite requiring the use of their personal cellular phones for business purposes, as required by *Cochran v. Schwan's Home Service, Inc.,* (2014) 228 Cal.App.4th 1137.

As a result of Defendants' failure to accurately compensate Ms. Gonzalez and other aggrieved employees for all meal and rest period premium wages, Defendants have maintained inaccurate payroll records and failed to issue accurate itemized wage statements.

As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 9 ("Wage Order 9"):

Meal Period Violations

As alleged above, Defendants failed to provide Ms. Gonzalez and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 9, § 11. As a result, Ms. Gonzalez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with … [an] order of the Industrial Welfare Commission … the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.").

Rest Period Violations

As alleged above, Defendants also failed to authorize and permit Ms. Gonzalez and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 9, § 12. As a result, Ms. Gonzalez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.")

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Failure to Reimburse Necessary Business Expenses

Defendants failed to indemnify Ms. Gonzalez and other aggrieved employees for all necessary business expenses incurred, including, among other things, slip resistant shoes, and mileage reimbursement. As a proximate result of Defendants' policies and/or practices in violation of Labor Code §§ 2802 and 2804, Ms. Gonzalez and other aggrieved employees are entitled to damages, attorneys' fees and costs of suit, and interest thereon, in sums to be shown according to proof at trial, pursuant to Labor Code § 2802 and 2804.

Wage Statement Violations

Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Ms. Gonzalez and other aggrieved employees with complete and accurate wage statements with respect to gross wages earned, total hours worked, net wages earned, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code § 226 *et seq*. Defendants' failures in furnishing Ms. Gonzalez and other aggrieved employees with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all overtime and minimum wages as well as meal and rest period premium wages and deprived them of the information necessary to identify the discrepancies in Defendants' reported data and whether they have been paid all wages earned.

As an "aggrieved employee", Ms. Gonzalez will initiate a civil action on behalf of herself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Gonzalez's own investigation, and on information and belief, Defendants committed and continue to commit the following Labor Code violations:

a. Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to provide meal periods as required by law and failing to pay meal period premiums to Ms. Gonzalez and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;

b. Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to authorize and permit Ms. Gonzalez and other aggrieved employees to take all required rest periods and failing to pay rest period premiums to Ms. Gonzalez and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;

c. Defendants violated Labor Code §§ 2802 and 2804 by failing to reimburse Ms. Gonzalez and other aggrieved employees for all necessary work-related expenses incurred;

d. Defendants violated Labor Code § 226 by failing to furnish Ms. Gonzalez and other aggrieved employees with accurate and compliant itemized wage statements;

e. Defendants violated Labor Code §§ 558 and 1174 by failing to maintain accurate records on behalf of Ms. Gonzalez and other aggrieved employees; and

f. Defendants violated Labor Code § 204 by failing to pay Ms. Gonzalez and other aggrieved employees all wages earned at least twice during each calendar month.

Pursuant to Labor Code § 2699.3, please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Fletcher W. Schmidt, Esq.

cc: Volt Management Corp., c/o C T Corporation System, Agent for Service of Process, 330 N. Brand Blvd. Suite 700, Glendale, CA 91203 (via certified mail)

Ikea Distribution Services, Inc., c/o /o C T Corporation System, Agent for Service of Process, 330 N. Brand Blvd. Suite 700, Glendale, CA 91203 (via certified mail)

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USPS IN POSSESSION OF ITEM EL SEGUNDO,CA 90245 09/26/2024 16:39

ORIGINAL INTENDED RECIPIENT:

IKEA DISTRIBUTION SERVICES INC
C/O: /O C T CORPORATION SYSTEM AGENT FOR SERVICE OF PROCESS
330 N BRAND BLVD STE 700
GLENDALE CA 91203-2336

JR - Maribel Gonzalez

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PRODUCED DATE: 09/27/2024

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VOLT MANAGEMENT CORP
C/O: C T CORPORATION SYSTEM AGENT FOR SERVICE OF PROCESS
330 N BRAND BLVD STE 700
GLENDALE CA 91203-2336

JR - Maribel Gonzalez

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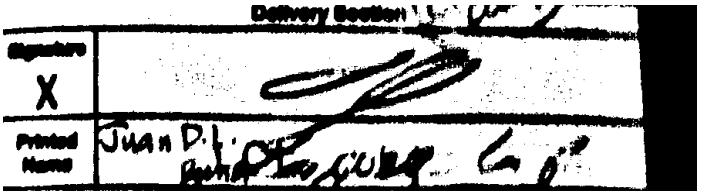
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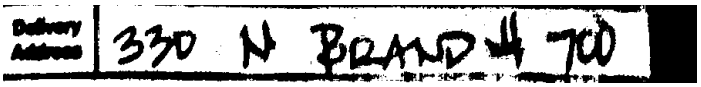
ConnectSuite Inc.:

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GLENDALE CA 91203-2336

Customer Reference Number: C5340205.32243341

Return Reference Number JR - Maribel Gonzalez

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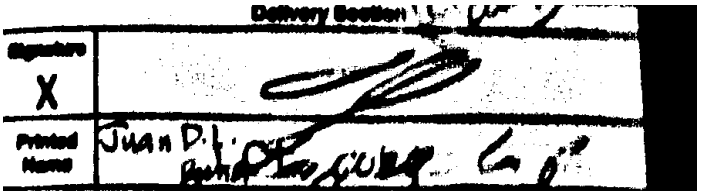
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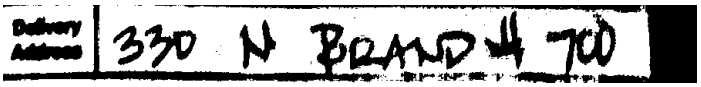
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Return Reference Number JR - Maribel Gonzalez

# EXHIBIT 4