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As an individual and on behalf of all others
similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

AZIEL JOEY GOMEZ PEREZ, as an individual and on behalf of all others similarly situated, Plaintiff, v. QANTAS AIRWAYS LIMITED, an Australian corporation; and DOES 1-100, inclusive, Defendants.	Case No.: 23STCV18974 **Assigned for All Purposes to:** **Hon. Stuart M. Rice** **Dept. SSC-1** **DECLARATION OF SEPIDEH ARDESTANI IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** **Date: May 5, 2025** **Time: 10:30 a.m.** **Dept.: SSC-1**

DECLARATION OF SEPIDEH ARDESTANI

1. I am an attorney duly licensed to practice in California and before this Court, and I am a partner with Crosner Legal, P.C., counsel of record for Plaintiff in the above-captioned matter. If called to testify as to the facts within, I would and could competently do so.

2. **Settlement Agreement and Notice.** Attached hereto as **Exhibit 1** is a true and correct copy of the Parties' Class Action and PAGA Settlement Agreement and Class Notice. Attached hereto as **Exhibit 2** is a true and correct redline copy of the Agreement showing the modifications made by the Parties to the LASC form agreement. Attached hereto as **Exhibit 3** is a true and correct copy of Parties' Class Action Notice of Settlement.

3. **LWDA PAGA Notice.** Attached hereto as **Exhibit 4** is a true and correct copy of the October 8, 2024 PAGA letter to the LWDA and proof of submission.

4. **Complaint Uploaded to LWDA**. Attached hereto as **Exhibit 5** is a true and correct copy of the proof of submission that operative first amended complaint that was uploaded to the LWDA.

5. **Settlement Agreement Uploaded to LWDA**. Attached hereto as **Exhibit 6** is a true and correct copy of the proof of submission that the Settlement Agreement was uploaded to the LWDA.

6. After inquiry to all other members of my firm, I am unaware of any other class, representative or other collective action in any other court in this or any other jurisdiction that asserts claims against similar to those asserted in this action on behalf of a class or group of individuals that would include some or all of the individuals who would be Class Members or Aggrieved Employees in this matter.

CROSNER LEGAL'S QUALIFICATIONS

7. I graduated from the University of California, Los Angeles in 2004 with a bachelor's in science, obtained my J.D. from Whittier Law School in 2009, and earned a masters in law from Santa Clara University School of Law in 2010. I have been a member of the California Bar since 2010 and have extensive experience in employment matters, including wage and hour litigation. I worked as a wage and hour class action attorney at Gaines & Gaines, APLC from 2012 through

2021 and, prior to joining Gaines & Gaines I worked at Sirkin Law Group as a litigation associate from 2010-2012. I joined Crosner Legal in December 2021 and I am a Partner. I have solely handled employment, wage and hour class actions, and PAGA lawsuits for some 13 years. I was selected for 2020-2021 by Super Lawyers as a “Southern California Rising Star” for employment and labor law.

8. Zach Crosner is a 2010 graduate of University San Diego School of Law and he has approximately thirteen years of experience as a practicing attorney. For nearly his entire career, his practice has focused on litigation of wage & hour, consumer, and privacy class action and representative action claims. Following graduation he immediately began working for a nationally recognized plaintiff’s complex litigation firm, CaseyGerry, where he worked directly with past presidents of the consumer attorneys and recipients of trial attorneys of the year awards. He also worked for other firms that included former CAALA and CLAY trial attorney of the year recipients. While with these firms, he advocated for the rights of consumers and employees in class action litigation, civil rights and employment litigation, catastrophic injuries, insurance bad faith and appellate litigation.

9. In 2013, he founded the law firm of Crosner Legal, P.C. which since its inception has focused almost exclusively on plaintiff-side class actions lawsuits representing employees, consumers and other victims. Currently, over ninety percent (95%) of his practice is dedicated exclusively to the prosecution of class actions and representative action lawsuits, and his law firm is currently responsible as lead counsel or co-lead counsel for prosecuting over one hundred (100) active wage and hour class actions and/or PAGA representative actions, as well as a multitude of consumer and privacy class actions, in both federal and state courts throughout California. He has been a direct participant in over one hundred (100) class action and/or representative action settlements where he has been approved as adequate lead counsel.

10. Mr. Crosner has been selected by Super Lawyers as a “Southern California Rising Star” for employment and labor law consecutively from 2018 through 2023. Super Lawyers has also named me on their “Up-and-Coming 100” Southern California Rising Stars List for consecutive years from 2021 through 2023. Only 2.5% of lawyers within California are named a Super Lawyer Rising Star and even less are added to their Top Lists. Additionally, he has been

selected as a Top 40 Under 40 Civil Plaintiff Attorney by the National Trial Lawyers, invitation-only organization composed of the premier trial lawyers, from 2019 through 2023. He is an active participant in advocacy groups, including as an executive board member of the Wage and Hour Committee and the Legislative Committee for the California Employment Lawyers Association; a member of the Grassroots Advocacy Team for the National Employment Lawyers Association; Wage and Hour Committee member and Class Action Committee member for the National Trial Lawyers; a member of the American Association for Justice; and a member of the Pound Civil Justice Institute.

11. Jamie Serb is a partner with Crosner Legal, and graduated from the University of California, San Diego in 2004 and from California Western School of Law in 2013. She has been a member of the California Bar since 2013. She gained extensive experience in wage and hour litigation, beginning work as a class action attorney in 2015 at the Mara Law Firm, PC (previously Turley & Mara Law Firm, APLC; Turley Law Firm, APLC). She has handled wage and hour class actions and PAGA lawsuits for over eight years and has assisted in obtaining millions of dollars for employees during her years of practice.

12. Crosner Legal, P.C. has obtained several multi-million dollar wage and hour class action settlements while serving as lead class counsel in recent years, including but not limited to a $1.9 million wage and hour class action settlement in 2015 (*Smith v. Lux Retail North America, Inc.*, Case No. 3:13-cv-01579-WHA (N.D. Cal.)); a $4.1 million wage and hour class action settlement in 2016 (*Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34- 2016-00190252 (Sacramento Cty. Super Ct.)); a $1.35 million wage and hour class action settlement in 2017 (*Montelone v. Ocean Cities Pizza, Inc.*, Case No. 56-2014-00458249 (Ventura Cty. Super. Ct.)), a $1.8 million wage and hour class action settlement in 2018 (*Latham v. K.W.P.H. Enterprises, Inc. dba American Ambulance*, Case No. 17C-0162 (Kings Cty. Super Ct.)), a $1.3 million wage and hour class action settlement in 2019 (*Means, et al. v. AirGas USA, LLC*, Case No. 17-CV-2160 JGB (C.D. Cal.)), a $1.5 million wage and hour settlement in 2020 (*Babouchian, et al. v. Wyndham Vacation Ownership, et al.*, Case No. CV18-14601 (San Diego Cty. Super. Ct.), a $1.15 million wage and hour class action settlement in 2020 (*Buford v. Medical Solutions LLC*, Case No. 4:18-CV-04864-

YGR (N.D.Cal.)); a $7.25 million wage and hour class action settlement in 2020 in *Avina, et al. v. First Alarm Security & Patrol, Inc.*, Case No. 18CV323753 (Santa Clara Cty. Super Ct.); a $2.2 million wage and hour class action settlement in 2021 (*Ghorchian, et al. v. West Hills Hospital, et al.,* Case No. LS029737 (Los Angeles Cty. Super. Ct.));.a $2.85 million dollar wage and hour settlement in 2021 (*Valencia v. The Original Mowbray's Tree Service, Inc.*, Case No. CIVDS1825518 (San Bernardino Cty. Super. Ct.)); a $1 million wage and hour class action settlement in 2022 (*Duong v. Loan Factory, Inc.*, Case No. 21CV382467 (Santa Clara Cty. Super. Ct.)), a $1.4 million wage and hour class action settlement in 2023 in *Correa, et al. v. FedEx Supply Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino Cty. Super. Ct.), a $2.38 million wage and hour class action settlement in 2023 in *Michel, et al. v. Valley Thrift Store, Inc.*, Case No. 21STCV00925 (Los Angeles Cty. Super. Ct.); a $2.5 million wage and hour class action settlement in 2023 in *Jajuga v. Pilot Travel Centers*, Case No. CIVDS1931464 (San Bernardino Cty. Super. Ct.); $1.015 million wage and hour class action settlement in 2023 in *Gotishan v. Kyo Autism Therapy*, Case No. CGC-21-596378 (San Francisco Cty. Super. Ct); and a $1.15 million wage and hour PAGA settlement in 2023 in *Vaughn v. Public Health Foundation Enters., Inc.*, Case No. 21STCV18512 (Los Angeles Cty. Super. Ct.); a $1.5 million wage and hour class action settlement in *McKinnie v. Iron Mountain*, Case No. 21STCV05707 (Los Angeles Cty. Super. Court); a $1.3 million wage and hour class action settlement in *Ellsworth, et al. v. Hallcon*, Case No. 20STCV06618 (Los Angeles Cty. Super. Court); a $1.925 million wage and hour class settlement in 224 in *Lo v. Cyberpower, Inc.*, Case No. 21STCV31479 (Los Angeles Cty. Super. Ct); a $1.19 million dollar wage and hour class action settlement in 2024 in *Herrera v. Signature Flight Support LLC*, Case No. 22STCV18367 (Los Angeles Cty. Super. Ct.); and a $2.65 million wage and hour class action settlement in 2024 in *Shilevinatz v. Airport Terminal Services*, Case No. CIVSB2229072 (San Bernardino Cty. Super Ct.).

BACKGROUND/LITIGATION HISTORY

13. Defendant is the well-known national flag-carrier airline of Australia, and has operations in California at both LAX and SFO airports. Plaintiff Gomez worked for Qantas at LAX

as an hourly-paid Aircraft Maintenance Engineer, from approximately February 2019 through September 2021.

14. On August 9, 2023, on behalf of himself and a putative class of similarly situated non-exempt employees in California, Mr. Gomez filed a complaint in the Los Angeles Superior Court against Qantas alleging various Labor Code violations. Qantas removed the case to federal court on October 12, 2023, and Mr. Gomez's motion to remand was denied. The parties subsequently agreed to private mediation and stipulated to dismiss the federal case pending the outcome of the mediation.

15. On June 25, 2024, the Parties participated in mediation with Henry Bongiovi, Esq., a respected wage and hour class action mediator. The mediation lasted a full day and the Parties reached agreement on all major issues. They then formally reduced the proposed settlement to the Agreement now before the Court for approval. The Agreement meets the requirements in the LASC Checklist for Preliminary Approval. The Agreement has also been uploaded to the LWDA.

16. Finally, as part of the tentative settlement, the Parties agreed Plaintiff would file an amended complaint in this matter for purposes of seeking court approval. The Parties filed in this Court a Joint Stipulation and Proposed Order to Reopen Case and File First Amended Complaint on December 16, 2024, which the Court approved in an order dated December 17, 2024. Consequently, Plaintiff filed a First Amended Complaint on January 23, 2025. Plaintiff also gave written notice to Defendant and the LWDA of his PAGA claims by sending the PAGA Notice on October 8, 2024 and exhausted administrative remedies, and the operative FAC also includes a PAGA cause of action.

INVESTIGATION

17. Prior to the mediation, Defendant provided Plaintiff with extensive informal discovery, including Plaintiff's personnel, time, and payroll records, time records and payroll records for a randomly selected sampling of about 25% of the Class Members,[1] wage statement exemplars, Defendant's employee handbooks, including Defendant's policies and procedures regarding the payment of wages, the provision of meal and rest breaks, timekeeping policies

[1] Which sample Plaintiff's experts suggested would be statistically reliable.

(including recording hours), issuance of wage statements, and termination wages, documentation pertaining to the election and implementation of the Alternative Workweek Schedule ("AWS") for Aircraft Maintenance Engineers ("AMEs") and Licensed Aircraft Maintenance Engineers ("LAMEs"), as well as information regarding the estimated number of putative Class Members who are current and former employees, the number of Aggrieved Employees who worked during the PAGA Period, the number of workweeks throughout the Class Period, and the number of pay periods throughout the PAGA Period. From this information, Plaintiff was able to analyze Defendant's potential liability for the claims asserted in this case and, with the assistance of Plaintiff's experts at Berger Consulting Group, the potential exposure and damages.

18. Based on this informal discovery, Plaintiff contends the Class Members were not paid all minimum or overtime wages, did not receive proper expense reimbursement, were not provided with legally compliant meal and rest periods, did not receive compliant wage statements, and did not receive all wages due on separation of employment. In considering the reasonableness of the proposed settlement, Plaintiff considered each of Defendant's counterarguments, which sharply contested Plaintiff's claims. Plaintiff's Counsel weighed the strength of Defendant's arguments, including the risks of prevailing at class certification and on the merits, and determined that the proposed settlement is in the best interests of the Class. Although remaining confident in the strength of their claims, all these factors led Plaintiff to discount the exposure analysis, discussed in detail below.

TERMS OF THE PROPOSED SETTLEMENT

19. The Parties have agreed (subject to Court approval) that this action be settled and compromised for the non-reversionary sum of $1,300,000.00 ("Gross Settlement Amount" or "GSA") (Agreement, §§ 1.23, 3.1). The GSA includes: (a) attorney's fees of up to $433,333.33 (one-third of the GSA) to compensate Class Counsel for work already performed and all work remaining to be performed (Agreement, § 3.2.2.); (b) actual litigation expenses not to exceed $20,000.00 (*Id.*); (c) a representative enhancement to Plaintiff not to exceed $10,000 (Agreement, § 3.2.1); (d) Administration Costs to Simpluris, Inc. in an amount not to exceed $7,000.00 (Agreement, § 3.2.3); and (e) PAGA penalties to the LWDA of $75,000.00 (which is 75% of the

$100,000.00 PAGA Payment, with the remaining 25% or $25,000.00 to Aggrieved Employees) (Agreement, § 3.2.5). Employer-side payroll taxes (including FICA, FUTA, and SDI) will be paid by Defendant separate and apart from the GSA. (Agreement, § 3.1.)

20. After all Court-approved deductions from the GSA, it is estimated that $729,666.67 ("Net Settlement Amount" or "NSA"), less all applicable employee-side taxes, will be distributed to the estimated 361 Class Members, with an estimated average individual settlement amount of around $2,020. Additionally, it is estimated that the 25% PAGA Payment ($25,000.00) will be distributed to the estimated 231 Aggrieved Employees, resulting in an average payment of $108 per Aggrieved Employee. Under no circumstances will any portion of the Settlement revert to Defendant. (Agreement, § 3.1.)

21. Subject to the terms and conditions of the Settlement, Simpluris will calculate and issue Individual Settlement Payments to Participating Class Members based on the following formula: (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

22. Additionally, Simpluris will calculate and issue payments to Aggrieved Employees based on the following formula: (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($25,000.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Therefore, the value of each PAGA Member's share of the PAGA Payment ties directly to the amount of PAGA Period Pay Periods that he or she worked. (Agreement, § 3.2.5.1)

23. The number of pay periods and weeks worked by each Participating Class Member and PAGA Member will be derived from Defendant's records. (Agreement, § 1.8) Each Class Member's gross settlement award will be apportioned as follows: 40% wages and 60% penalties and interest. (Agreement, § 3.2.4.2) Simpluris will be responsible for issuing Form W-2s for amounts deemed "wages" and Form 1099s for the portions allocated to penalties and interest. (Agreement, § 3.2.4.2.)

24. Settlement checks must be cashed or deposited within 180 days after the checks are mailed to them. (Agreement, § 4.4.1.) In the event a settlement check remains uncashed, such uncashed funds shall be transmitted to California Rural Legal Assistance as the proposed *cy pres* beneficiary. (Agreement, § 4.4.3.)

25. Within fifteen business days after entry of the Preliminary Approval Order, Defendant will provide Simpluris with the Class Data, containing each Class Member's first and last name, last known mailing address, dates of employment, Social Security number, total number of Eligible Workweeks worked during the Class Period, and total number of pay periods worked during the PAGA Period. (Agreement, § 4.2.) Simpluris will maintain the Class Data as private and confidential, but Class Counsel will have access to the Class Data so that nothing shall impede Class Counsel from discharging their fiduciary duties to the Class. (Agreement, § 4.2.)

26. Prior to mailing, Simpluris will perform a search for updated addresses in the National Change of Address Database. (Agreement, § 7.4.2.) Simpluris will use the NCOA and skip traces to attempt to find current addresses for any Notice returned as undeliverable. For any re-mailed Notice, Simpluris will extend the Class Member's Response Deadline by 14 calendar days. (Agreement, § 7.4.3-4.) If Simpluris is unable to obtain a better address for a Class Member, the Notice will be deemed undeliverable. (Agreement, § 7.4.3-4.) Within 14 days after receipt of the class data, Simpluris will mail via regular First-Class mail the Notice to all Class Members. (Agreement, § 7.4.2.)

27. The contents of the Notice are consistent with the terms of the Agreement. The Notice informs Class Members how and when to request exclusion from or object to the settlement and of their estimated payment amount which they will automatically receive a settlement payment if they do nothing. The Notice further advises Class Members of how to obtain documents filed in the case from the Court, Simpluris or Class Counsel, how to check the Court's website to find out whether the Final Approval hearing date/location has been changed, directs the Class Member to Simpluris's website and the Court's website to find out whether final judgment has been entered.

28. Class Members will have 45 days from the initial mailing of the Notice to respond to the settlement by submitting a challenge to the number of weeks or pay periods attributed to them,

submitting an objection, or requesting to be excluded from the settlement. (Agreement, § 7.4.4.) Participating Class Members may send written objections to the Settlement Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. Class Members are informed that the Court will hear any objections from any Class Member who attends the Final Approval Hearing. (Agreement, § 7.7.)

29. Class Members can also submit a written request for exclusion from the settlement by mailing, emailing, or faxing a written request, including his or her name, address, and email or phone number, and a statement demonstrating his or her intent to opt out of the settlement. (Agreement, § 7.5.)

30. The Notice also informs the Class Member/Aggrieved Employees that they can dispute the number of weeks/pay periods allotted to them to calculate their settlement payments by contacting Simpluris before the Response Deadline and include any documentation supporting the dispute. Simpluris will investigate the dispute, request additional information from Defendant, and make a final decision as to the number of eligible work weeks/pay periods. (Agreement, § 7.6.)

31. Defendant shall fund the settlement within 30 calendar days of the Effective Date. (Agreement, § 4.3.). Simpluris shall disburse all payments required under this Settlement within 14 calendar days of receipt of the GSA. (Agreement, § 4.4.)

32. Upon Defendant's payment funding the GSA, Participating Class Members shall forever release the Released Parties for the Released Claims for the Class Period, as detailed in Section 5.1 of the Agreement. Likewise, upon Defendant's payment funding the GSA, Plaintiff, the Aggrieved Employees, and the State of California shall forever release the Released Parties for the PAGA Released Claims for the PAGA Period, as detailed in Section 5.2 of the Agreement.

33. As discussed below, Plaintiff's Counsel is convinced that the proposed settlement is in the Class Members' best interests based on the negotiations and a detailed knowledge of the issues present in this action. The length and risks of continued litigation that affect the value of the claims were all carefully weighed. In addition, the affirmative defenses asserted by Defendant, the uncertainty of class certification, the difficulties of complex litigation, the lengthy process of

establishing specific damages and various possible delays and appeals were also carefully considered by Plaintiff's Counsel in arriving at the proposed settlement.

THE PROPOSED SETTLEMENT MEETS THE DUNK/KULLAR FACTORS

34. The proposed settlement was reached as a result of arm's-length negotiations. Though cordial and professional, the settlement negotiations have been, at all times, adversarial and non-collusive in nature. Following mediation, Counsel for the Parties further negotiated regarding the settlement terms memorialized in the Agreement.

35. While Plaintiff believes in the merits of his case, he also recognizes the inherent risks of litigation and understand the benefit of Class Members receiving significant settlement funds immediately as opposed to risking continued litigation in achieving class certification, the merits of the case before and after trial, the damages awarded and/or an appeal that can take several more years to litigate.

36. Plaintiff's Counsel thoroughly investigated and evaluated the factual strengths and weaknesses of the Parties' respective arguments before reaching the proposed settlement, and engaged in sufficient investigation, research and discovery, referenced above, to support the settlement. The proposed settlement was only possible following significant analysis and evaluation of Defendant's relevant policies and procedures, as well as the data it produced for the putative Class, which permitted Plaintiff's Counsel and expert to engage in a comprehensive analysis of liability and potential damages to prepare for mediation.

37. The proposed settlement was only possible following significant analysis and evaluation of Defendant's relevant policies and procedures, as well as the data that Defendant produced for the Class. This permitted Plaintiff's Counsel to engage in a comprehensive analysis of liability and potential damages. The discovery conducted resulted in Plaintiff's central theories of liability, which are based on Plaintiff's claims that Defendant failed to provide compliant meal and rest periods, failed to pay all minimum and overtime wages, failed to provide accurate, itemized wage statements and failed to pay all wages due on separation of employment As explained above, Defendant maintains that the discovery produced demonstrates that it would succeed at both class certification and on the merits.

38. Plaintiff believes this case is suitable for certification on the claimed basis that there are company-wide policies that Plaintiff contends violate California law and uniformly affect the Class Members. However, Defendant's counterarguments raise uncertainties with respect to both class certification and success on the merits, and Plaintiff is cognizant that class certification is always a matter of the trial court's sound discretion and never guaranteed. While remaining confident in the strengths of his claims, all of these factors led Plaintiff and our office to discount the following maximum potential damage claims.

39. Defendant provided Plaintiff with class-wide data from which Plaintiff's Counsel could extrapolate a damage analysis in preparation of mediation. Prior to mediation, there were a total of about 361 Class Members (217 formerly employed in the limitations period) and 28,347 work weeks in the Class Period. There are also approximately 231 aggrieved employees and 7,010 pay periods within the PAGA Period.

40. Plaintiff first asserted Defendant failed to pay for all hours worked and that he and the Class Members regularly had to work "off the clock," which time was neither accounted nor paid for. Here, Plaintiff alleged Qantas's policy/practice was to discourage overtime and require class members to record time according to scheduled shifts rather than actual hours worked, despite the fact that class members were pressured to work more hours in order to meet operational needs, which revolved around timely servicing aircraft as they arrived and not keep them waiting, which would interrupt airport operations. According to Plaintiff, Qantas allegedly failed to coordinate shift start times with the actual arrival of aircraft or accommodate unanticipated arrivals or delays, and as a result class members allegedly had to perform off the clock work before or after their scheduled work times in order to meet operational needs, including to ensure the next crew was on time and/or ready to meet arriving aircraft. For the same reason, Plaintiff alleged he and class members also sometimes had to work during all or some of their lunch breaks in the rush to service aircraft, which time also was not paid for.

41. Plaintiff further alleged Defendant failed to pay all overtime wages due by operating under an Alternative Workweek Schedule but nevertheless failing to fully comply with all requirements necessary for a valid AWS. In particular, Plaintiff's experts' review of the time and

pay records produced suggested that Qantas did not always pay overtime premiums when class members either worked less than 10 hours on a shift or when they worked over 10 hours on a shift. Based on Plaintiff's assumptions and without considering any of Defendant's defenses to certification or on the merits, Plaintiff's expert calculated Defendant's maximum potential exposure for this claim as about $485,000 on the off the clock claim (based on one hour of OTC work each week; 28,347 work weeks * 1 hour OTC/week * $17.11/hour avg. minimum wage per LAX living wage statute) and about $1,954,000 in unpaid overtime premiums on the improperly implemented AWS claim (as calculated by Plaintiff's experts). For its part, Defendant denies Plaintiff's allegations and contests these calculations.

42. Plaintiff also alleges Defendant failed to provide legally compliant meal and rest breaks. Specifically, as addressed above, Plaintiff alleges the volume of work Defendant imposed in order to meet operational demands made it difficult if not impossible for the class members to take all required meal and breaks, and further made it difficult to take breaks on a fully compliant basis when they took them. According to Plaintiff, meal breaks frequently started late or were cut short due to the need to service aircraft in time to meet schedules and avoid impacting airport operations with delays. Similarly, Plaintiff alleges rest breaks did not always occur or only lasted 5 or so minutes for the same reasons. Plaintiff claims this violates California law for the failure to provide fully compliant meal and rest periods and within the applicable time frames. Finally, Plaintiff alleged that even when breaks were taken, employees still had to monitor their personal cell phones in case they were called back to work to deal with some issue in working on the aircraft. Based on Plaintiff's experts' analysis of the time data provided, Plaintiff asserts that there was about a 71% unique violation rate for meal periods, primarily based on untimely meal periods.

43. Defendants deny Plaintiff's contentions, claiming they made meal and rest breaks available to Class Members in compliance with California law. Defendants contend their meal and rest break policies are lawful and that Class Members were frequently reminded via training and supervisors, that they were required to take all meal and rest breaks. Defendants also contend that time records demonstrate that Class Members took duty-free, timely meal and rest breaks. Defendants contend their meal and rest break policies and practices comported with the flexibility

the *Brinker* court held was integral to California's meal and rest period requirements. Finally, Defendants argue that Plaintiff's meal and rest break claims are not susceptible to common proof, as the claims would require individualized inquiry, including whether there was an unlawful companywide policy, whether employees had the opportunity to take meal and rest periods, whether they voluntarily chose to forego their meal and rest periods, and whether Defendants ever prevented them from taking meal and rest periods. Accordingly, Defendants contend these claims are vulnerable to a ruling that class treatment is not appropriate. Based on Plaintiff's factual assumptions and without taking into consideration any of Defendants' defenses to certification or on the merits, Plaintiff calculated Defendants' maximum exposure for the meal break claims as approximately $2,619,890 (111,699 eligible shifts * 71.4% violation rate * $32.85/hour average wage) and about $3,742,000 (113,912 eligible shifts * 100% violation rate * $32.85/hour avg. wage).

44. Plaintiff also alleges Defendants required Plaintiff and the Class Members to use their personal cell phones for work related purposes, as noted above, primarily for communicating with supervisors during a shift regarding needed work on the aircraft. However, Plaintiff alleges that Defendant failed to reimburse employees for the use of their personal cell phones. On the other hand, Defendant argued there was no reason for employees to use their own phones while working because they are provided with company-issued devices to use in the course of their duties, and any use of a personal device was purely for personal preference and therefore not reimbursable. Without taking into consideration any of Defendant's defenses to certification or on the merits, and based solely on Plaintiff's factual assumptions, Plaintiff calculated Defendant's maximum exposure for expense reimbursement as about $141,750 (28,347 work weeks * $5/week).

45. Plaintiff's claims for inaccurate wage statements and waiting time penalties are derivative of the unpaid wage claims. Should those claims fail, Plaintiff's claim for inaccurate wage statements and waiting time penalties would also fail. Defendant also contends it would not be liable for waiting time penalties because a "good faith dispute" exists over the payment of past wages. Further, Defendant contended Plaintiff would have to prove that Defendant "willfully" failed to pay Class Members appropriate wages due upon separation of employment, and that any failure to pay wages upon separation was not willful. Without taking into consideration any of Defendant's

defenses to certification or on the merits, and based on Plaintiff's factual assumptions, Plaintiff calculated Defendant's maximum exposure for wage statement penalties as $587,400 (220 initial violations * $50/violation + 5,764 subsequent violations * $100/violation) and waiting time penalties as $2,391,600 (220 former employees * 240 hours * $32.85/hour avg. wage).

46. As far as potential PAGA liability, based solely on Plaintiff's factual assumptions and allegations, Plaintiff estimates that the theoretical civil penalties likely exceed $4.2 million should Plaintiff prevail on all claims and establish violations of the multiple Labor Code sections at issue. As with the class claims, Plaintiff discounted the potential PAGA penalties based on Defendant's various defenses on the merits and also accounted for the Court's wide discretion to reduce such penalties, or to decline to award penalties at all. Accordingly, the Parties allocated $100,000 to PAGA penalties. Plaintiff submits this amount is reasonable under the circumstances and in line with comparable settlements in other wage and hour class actions in California. Additionally, the LWDA has been informed of the terms of the PAGA portion of the settlement, and will be able to weigh in as necessary.

47. The settlement obviates the significant risk that this Court may find any kind of class or representative resolution unachievable or deny certification of all or some of Plaintiff's claims. Furthermore, even if Plaintiff obtained certification of all or some of the claims, continued litigation would be lengthy and expensive as the parties pursued merits discovery, a probable motion to decertify, as well as trial and possible appeals, and would further and substantially delay any recovery by the class with no assurance of recovering significantly more than the proposed settlement. While Plaintiff, co-counsel and I are confident in the merits of these claims, legitimate controversies exist regarding each one of them. We also recognize proving the amount of wages and penalties due each Class Member would be an expensive, time-consuming, and uncertain proposition.

48. Thus, Plaintiff and I discounted the value of the class claims consistent with the risks discussed above, as well as the potential applicability of arbitration agreements signed by many class members. We carefully weighed the likelihood of the class receiving substantially greater benefit if the litigation continued, and concluded – in light of these very real and substantial risks –

settlement on the proposed terms and without prolonged and costly litigation was in the best interests of the class. The overall $1,300,000 recovery represents a significant percentage of Defendant's potential exposure and, given Defendant's multi-layered defenses and all other potential risks of continued litigation, a total recovery for the class of $1,300,000, which will result in an estimated average award of over $2,000 per class member, plus additional sums under PAGA, is a significant result well within the range of reasonableness considering all potential outcomes, and it will provide direct monetary awards to all Class Members without further delay.

Provisional Class Certification Should be Granted

49. First, the class is both sufficiently numerous, consisting of approximately 361 individuals, and ascertainable by reference to Defendant's personnel and payroll records.

50. Plaintiff contends his claims are typical of the Class Members' claims because they arise from the same factual basis and are based on the same legal theories applicable to the Class Members. Plaintiff further contends Defendant's policies applied to all Class Members and each Class Member is challenging the same policies and practices. As such, the typicality requirement is satisfied for purposes of settlement. Plaintiff has been and will continue to be committed to vigorously prosecuting this case, and he has no conflicts of interest with the Class. Plaintiff has been and will continue to be committed to vigorously prosecuting this case, and he has no conflicts of interest with the Class. For these reasons, Plaintiff contends she is an adequate class representative.

51. Common questions of law and fact predominate – particularly for purposes of a settlement class – as the Class Members all were subject to the same meal and rest break policies and alleged "de facto" policies resulting in meal period violations, and similarly subject to the same improper regular rate policy. Since, according to Plaintiff, the focus of the claims against Defendant concerns the legality of alleged common policies applied uniformly to the entire class, Plaintiff contends that common issues predominate over individualized inquiries concerning liability. For instance, Defendant's meal and rest break policy is company-wide policy applied equally and consistently to all class members, and this policy is either compliant with California law or it is not. Regardless of that determination, Plaintiff contends it will decide liability for all class members one

way or another. Similarly, Plaintiff contends that whether Qantas properly calculated and paid for overtime and properly implemented an AWS is another question common to all class members.

52. Resolving this matter as a class action is superior to other available means for the fair and efficient adjudication of this controversy for multiple reasons, including inter alia: (a) individual joinder of all members of the class is impractical, (b) class action treatment will permit a large number of similarly situated persons to resolve their common claims in a single forum simultaneously, efficiently, and without unnecessary duplication of effort and expense; and (c) the damages suffered by many of the individual class members are relatively small and the expenses and burden of individual litigation would make it difficult or impossible for them to seek redress on their own.

Simpluris Should be Appointed as the Settlement Administrator

53. The Parties agreed to use Simpluris, Inc. as the Settlement Administrator in this matter. (Agreement, § 1.2). Simpluris is highly qualified and experienced as a settlement administrator, committed to the security of data (having experienced no data breaches at all), carries insurance for the theft of money or data, and has no relationship with Counsel.

Notice to Class Members Complies With California Rule of Court 3.769(f)

54. The proposed class notice proposed Notice meets all requirements under the Rules of Court, as it advises Class Members of their rights to participate in the settlement, how to and when to object to or request exclusion from the settlement, and the date, time, and location of the final approval hearing. Class Members need not do anything to receive their *pro rata* share of the settlement.

55. For all the foregoing reasons, I believe the settlement is fair, reasonable, and in the best interests of the class.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 12th day of March 2025, at Los Angeles, California.

Declarant

EXHIBIT
1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Aziel Joey Gomez Perez ("Plaintiff") on the one hand, and Defendant Qantas Airways Limited ("Qantas" or "Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge and settle the "Released Claims" (as defined below) on a class- and representative action-basis pertaining to the "Released Parties" (as defined below) upon and subject to the terms and conditions contained herein. This Agreement, which is contingent upon final Court approval, contains the essential terms of the Parties' agreement. Class Representative and Class Counsel believe, and the Parties have agreed, that the settlement set forth in this Agreement confers substantial benefits upon the Class Members.

1. **<u>DEFINITIONS.</u>**

1.1 **"Action"** means Plaintiff's lawsuit against Qantas captioned *Aziel Joey Gomez Perez v. Qantas Airways Limited*, initiated on August 9, 2023 and subsequently removed to the United States District Court for the Central District of California (U.S. District Court, Central District of California, Case No. 2:23-cv-08620-KK-RAO; Los Angeles County Superior Court, Case No. 23STCV18974), and any other proceeding by Plaintiff against Defendant alleging claims that were asserted, or that could have been asserted therein based on the same factual allegations, including any Refiled Action under Section 6.1.1 of this Agreement.

1.2 **"Administrator"** or **"Settlement Administrator"** means the neutral entity the Parties have agreed to appoint to administer the Settlement pursuant to Section 7.1.

1.3 **"Administration Expenses Payment"** means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement. References herein to actions and responsibilities of the Administrator shall be to those actions and responsibilities it shall take as set forth in the Agreement.

1.4 **"Aggrieved Employee"** shall mean, for purposes of Plaintiff's claim under the Private Attorneys General Act ("PAGA)," Cal. Lab. Code § 2968, et seq., all current and former non-exempt employees who worked directly or indirectly via a staffing agency for Defendant at any location in California at any time from August 9, 2022 to the date on which the Court grants preliminary approval of this Settlement.

1.5 **"Class"** means all current and former non-exempt employees of Defendant who worked directly or indirectly via a staffing agency at any location in California at any time from August 9, 2019, to the date on which the Court grants preliminary approval of this Settlement and who have not previously released their claims against Defendant.

1.6 **"Class Counsel"** means Zachary M. Crosner, Jamie K. Serb, and Sepideh Ardestani of Crosner Legal, PC, 9440 Santa Monica Blvd., Suite 301, Beverly Hills, CA 90210.

1.7 **"Class Counsel Fees Payment"** and **"Class Counsel Litigation Expenses Payment"** mean the amounts, as approved by the Court, allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.8 **"Class Data"** means Class Member identifying information in Qantas's possession including the Class Member's full name, social security number, last-known mailing address, dates of employment, and the total number of Eligible Workweeks during which Class Members made deliveries as a Class Member during the Class Period.

1.9 **"Settlement Class Member"** means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

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

1.11 **"Class Notice"** means the NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, approved by the Parties and subject to Court approval, to be mailed to Class Members in English substantially in the form of **Exhibit A** hereto, which is incorporated by reference into this Agreement.

1.12 **"Class Period"** means the period from August 9, 2019 to the date on which the Court grants preliminary approval of this settlement.

1.13 **"Class Representative"** means Plaintiff Aziel Joey Gomez Perez.

1.14 **"Class Representative Service Payment"** means the amount that the Court authorizes be paid to the Class Representative for initiating the Action and providing services in support of the Action, separate and apart from Plaintiff's Individual Class Payment, in recognition of Plaintiff's efforts and risks in assisting with the prosecution of the Actions.

1.15 **"Court"** means the Superior Court of California, County of Los Angeles.

1.16 **"Defendant"** means named Defendant Qantas Airways Limited.

1.17 **"Defense Counsel"** collectively refers to King & Spalding LLP, 633 West Fifth Street, Suite 1600, Los Angeles, California 90071.

1.18 **"Effective Date"** means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no objections to the settlement are filed, the day the Court enters Judgment; (ii) if any objection to the Settlement is filed but no appeal of the Judgment is filed, the day after the deadline for filing a notice of appeal from the Judgment; (iii) if there is an appeal of the Court's Judgment, the latest of the date the Judgment is affirmed on appeal and a remittitur is issued, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court; or (iv) if a petition for writ of certiorari to the California Supreme Court is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed in the event the petition is granted.

1.19 **"Eligible Workweek"** means any week during which a Class Member worked for Qantas for at least one day, during the Class Period.

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

1.21 **"Final Approval Hearing"** means the Court's hearing on the Motion for Final Approval of the Settlement at which the Court decides whether the terms of the Agreement are fair, reasonable, and adequate for the Class Members and meet all requirements for final approval.

1.22 "**Final Judgment**" means the Judgment entered by the Court on its Order Granting Final Approval of the Settlement that has become final according to Paragraph 1.18. The Final Judgment shall constitute a judgment respecting the Parties within the meaning and for purposes of California Code of Civil Procedure sections 577, and 904.1(a), and on the PAGA claims for purposes of enforcing the rule announced in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009).

1.23 **"Gross Settlement Amount"** refers to the total monetary amount that Defendant is obligated to pay in connection with this Agreement: One Million Three Hundred Thousand U.S. dollars ($1,300,000.00). The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Litigation Expenses, the Class Representative Service Payment, and the Administration Expenses Payment. Except as expressly set forth in Paragraph 3.1, in no event shall Defendant be obligated to pay more than the Gross Settlement Amount in connection with this Agreement.

1.24 **"Individual Class Payment"** means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Eligible Workweeks worked during the Class Period.

1.25 **"Individual PAGA Payment"** means the Aggrieved Employee's pro rata share of 25% of the PAGA Payment calculated according to the number of PAGA Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.26 **"LWDA"** means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699 and 2699.3.

1.27 **"LWDA PAGA Payment"** means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699(i) (in effect immediately prior to June 19, 2024).

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, the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.

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

1.30 **"Objection"** refers to a written statement submitted timely by a Participating Class Member to the Settlement Administrator that contains (1) the name and case number of the Action (or reasonable portion thereof), (2) the full name, last four digits of their social security number, and current address of the Participating Class Member making the Objection, (3) the specific reason(s) for the Objection, and (4) any evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) that an Objector may submit for the Court to consider.

1.31 **"Objector"** refers to a Participating Class Member who has submitted an Objection.

1.32 **"PAGA"** means the California Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698. *et seq*.), as of immediately prior to June 19, 2024.

1.33 **"PAGA Pay Period"** means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.34 **"PAGA Period"** means the period from August 9, 2022 to the date on which the Court grants preliminary approval of this Settlement.

1.35 **"PAGA Notices"** means Plaintiff's October 8, 2024 letter to Qantas and the LWDA, providing notice pursuant to Labor Code section 2699.3(a). For purposes of this Settlement Agreement, the PAGA Notice is deemed to relate back to the filing of Plaintiff's original complaint filed in the Los Angeles County Superior Court on August 9, 2023.

1.36 **"PAGA Payment"** refers to the One Hundred Thousand Dollar ($100,000) PAGA allocation payment in settlement of Plaintiff's claim for civil penalties under PAGA. Seventy-five percent (75%) of the PAGA Payment ($75,000) shall be payable to the LWDA and twenty-five percent (25%) ($25,000) shall payable and distributed to Aggrieved Employees.

1.37 **"Participating Class Member"** means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.38 **"Plaintiff"** means Plaintiff Aziel Joey Gomez Perez, the named plaintiff in the Action.

1.39 **"Preliminary Approval Order"** means the order entered by the Court granting a Motion for Preliminary Approval of the Settlement.

1.40 **"Released Class Claims"** means the claims being released as described in Section 5.1 below.

1.41 **"Released PAGA Claims"** means the claims being released as described in Section 5.2 below.

1.42 **"Released Parties"** means: Defendant and its current or former parents, successors, predecessors, affiliates, subsidiaries or related entities, and each of their current or former officers, directors, members, shareholders, managers, human resources representatives, employees, agents, contractors, insurance carriers, representatives, and attorneys.

1.43 **"Request for Exclusion"** refers to a timely, written, opt-out request signed by a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and meets the requirements set forth in Section 7.5.1.

1.44 **"Response Deadline"** means 45 days after the Settlement 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, (b) fax, email, or mail his or her Objection to the Settlement, or (c) dispute the information contained in the Class Notice. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

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

2. RECITALS AND PROCEDURAL HISTORY.

2.1 **The State Court Action**. On August 9, 2023, Plaintiff initiated the Action by filing his Class Action Complaint (the "Original Complaint") in the Los Angeles County

Superior Court, Case No. 23STCV18974, asserting putative class claims against Qantas for: (1) recovery of unpaid minimum wages, (2) recovery of unpaid overtime wages; (3) failure to provide compliant meal periods; (4) failure to provide compliant rest periods; (5) failure to timely pay all wages upon termination; (6) failure to reimburse business expenses; and (7) unfair business practices under California's Unfair Competition Law ("UCL"), Business & Professions Code § 17200 et seq.

2.2 **Removal to Federal Court.** On October 12, 2023, Defendant removed the Action to the United States District Court for the Central District of California (the "Central District of California"), where the case was assigned Case No. 2:23-cv-08620-KK-RAO. Plaintiff filed a motion to remand the Action to the Los Angeles County Superior Court on November 13, 2023, which the Central District of California (Judge Kenly Kia Kato presiding) denied by order dated December 26, 2023. On December 28, 2023, the Central District of California issued a scheduling order (the "Scheduling Order") setting a February 22, 2024 deadline for Plaintiff to move for class certification and a January 6, 2025 trial date.

2.3 **Voluntary Dismissal Without Prejudice of Federal Proceeding.** On January 26, 2024, the Parties filed a Joint Stipulation to Amend the Court's December 28, 2024 Scheduling Order to accommodate the Parties mediation scheduled for June 25, 2024. (ECF No. 29.) The Central District of California denied the Parties' stipulated request to amend its Scheduling Order. (ECF No. 31.) On February 7, 2024, the Parties filed a Stipulation of Voluntary Dismissal of the Action without prejudice pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii). The Central District of California closed the federal proceeding on February 8, 2024. (ECF No. 33.)

2.4 **Defendant's Denials.** Defendant denies: (1) all the material allegations in the Action; (2) that it violated any laws; (3) that it is liable for damages, penalties, interest, restitution, attorneys' fees or costs, or for any other compensation or remedy with respect to anyone on account of the claims asserted in the Action; and (4) that class certification, collective action certification, or representative treatment is appropriate as to any claim in the Action for purposes other than settlement. Defendant contends that its policies, procedures, and practices comply with all applicable laws asserted in the Action. Nonetheless, without admitting any liability or wrongdoing whatsoever and without admitting that class certification, collective action certification, or representative treatment is appropriate for any purpose other than for settlement purposes alone, Defendant has agreed to settle the Action on the terms set forth in this Agreement, to avoid the burden, expense, and uncertainty of litigation. Any statements by Defendant in this Agreement are made for settlement purposes only and shall under no circumstances be construed as an admission of fault or liability by Defendant. To the extent that any claim by Plaintiff in the Action is or could be time-barred under an applicable statute of limitations, Defendant's voluntary agreement to waive applicability of such statute of limitations in this Agreement shall apply for the limited purposes of this Settlement only and shall not be construed as a waiver of the statute of limitations should the

Court decline to enter a Final Approval Order, nor shall Defendant be estopped from asserting the statute of limitations as a defense to any claim should the Court decline to enter a Final Approval Order. Defendant reserves all rights and defenses as to any of the claims asserted in the Action in the event the Court declines to enter a Final Approval Order.

2.5 **Class Counsel's Investigation.** Prior to mediation, Plaintiff obtained, through informal discovery, the time records and payroll data for a randomly selected and anonymized group making up 25% of Class Members and Aggrieved Employees; Plaintiff's personnel file; Plaintiff's individual time records and itemized wage statements; records pertaining to the election and implementation for Qantas's Alternative Workweek Schedule ("AWS") for Licensed Aircraft Maintenance Engineers and Aircraft Maintenance Engineers; Qantas's employee handbook and written wage-and-hour policies addressing the recording of hours worked, meal and rest periods for non-exempt employees, overtime pay, expense reimbursements, and the editing/correction of timekeeping records; and the total number of current and former Class Members employed during the applicable statute-of-limitations period. Plaintiff represents and warrants that his 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*").

2.6 **Negotiation of Settlement.** Class Counsel engaged in intensive, arms-length negotiations with Defendant at mediation with experienced mediator Henry Bongiovi, Esq., with a view toward achieving substantial benefits for the Class Members and Aggrieved Employees, while avoiding the cost, delay, and uncertainty of further litigation. The Parties reached an agreement in principle at the mediation held on June 25, 2024. Plaintiff and Class Counsel believe the Settlement is appropriate considering (1) the factual and legal defenses to the claims asserted, which render uncertain the ultimate outcome of the Actions and class certification, (2) the potential difficulties Plaintiff, Class Members, and Aggrieved Employees would encounter in establishing their claims and maintaining class treatment, (3) the substantial benefits that Class Members and Aggrieved Employees would receive under this Agreement, and (4) that this Agreement provides Class Members and Aggrieved Employees relief in an expeditious and efficient manner, compared to any manner of recovery possible after litigation and potential appeal. The mediation led to this Agreement to settle the Action.

2.7 **The PAGA Letter.** Plaintiff gave written notice to Defendant and the LWDA of his PAGA claims by sending the PAGA Notice on October 8, 2024. For purposes of this Settlement only, the Parties agree that the PAGA notice relates back to the filing of the Original Complaint.

2.8 No Court has granted class certification in the Action.

2.9 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.

2.10 **Stipulation to Class Certification and Representative Treatment.** For settlement purposes only, the Parties stipulate that the Participating Class Members described herein who do not submit a timely Request for Exclusion from the Settlement Class may be conditionally certified as a settlement class and that the Aggrieved Employees are appropriate for representative treatment for purposes of settlement. This stipulation to certification and representative treatment is in no way an admission that class action certification and/or representative treatment is proper and shall not be admissible in this or in any other action except for the sole purpose of enforcing this Agreement. Nor should Defendant's stipulation to conditional class certification and representative treatment be deemed as a waiver of any additional defenses against class or representative action treatment. Should, for whatever reason, the Court fail to issue a Final Approval Order, the Parties' stipulation to class certification and representative treatment as part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification and/or representative treatment would be appropriate in a non-settlement context. Defendant expressly reserves its rights and declares that it would continue to oppose class certification, representative treatment, and the substantive merits of the Action should the Court decline to issue a Final Approval Order. Plaintiff expressly reserves his rights and declares that he will continue to pursue class certification, representative treatment, and a trial in the Action should the Court decline to issue a Final Approval Order.

3. **MONETARY TERMS.**

3.1 **Gross Settlement Amount.** Defendant promises to pay One Million Three Hundred Thousand U.S. dollars ($1,300,000) as the Gross Settlement Amount to fully settle, resolve, and extinguish the claims in the Action. Defendant shall separately pay the employer's share of payroll taxes on the Wage Portions of the Individual Class Payments, which shall be paid in addition to, and not be drawn from, the Gross Settlement Amount. Except as set forth in this Paragraph, the Gross Settlement Amount shall be all-in with no reversion to Defendant, meaning Defendant will pay no more and no less than the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Section 4.3 of this Agreement. The Settlement Administrator shall not condition the distribution of funds to Participating Class Members or Aggrieved Employees on the submission of a claim.

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

3.2.1 **Class Representative Service Award.** Class Representative Service Award to the Class Representative of not more than $10,000 (separate and apart from any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for the Class Representative Service Award that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Award no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Award less than the amount requested, the Administrator will include the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on his Class Representative Service Award. The Court's approval of the Class Representative Service Award in the amount requested is not a material term of this Agreement. In exchange for the Class Representative Service Award, Plaintiff shall execute the general release of claims, as set forth in Section 5.3.

3.2.2 **Class Counsel Fees Payment.** Class Counsel shall request that the Court award Class Counsel (a) a Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which payment is currently estimated to be Four Hundred Thirty-Three Thousand Three Hundred Thirty-three and 33/100 U.S. dollars ($433,333.33), and (b) a Class Counsel Litigation Expense Payment of not more than twenty thousand ($20,000) for litigation costs actually incurred by Class Counsel in representing the interests of the Class in the Actions. Both the Class Counsel Fees Payment and the Class Counsel Litigation Expense Payment shall be deducted from the Gross Settlement Amount in the amount approved by the Court. No amount shall be deducted from the Gross Settlement Amount for Class Counsel Fees Payment or Class Counsel Litigation Expense Payment unless that amount is approved by the Court. Defendant will not oppose or otherwise object to Plaintiff's application for the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment provided that they do not exceed the aforementioned amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment in an amount less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount, which shall be paid to Class Members on a proportional basis relative to the size of their claims as set forth in Paragraph 3.2.4 below. The Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Settlement Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and shall indemnify and hold Defendant harmless from any dispute or controversy regarding any division or sharing of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment among Class Counsel.

3.2.3 **Settlement Administration Costs.** The Parties agree to obtain a reasonable estimate of Administrative Costs of up to Seven Thousand U.S. dollars ($7,000) and seek approval of Administrative Costs to be drawn from the Gross Settlement Amount. If the Court approves an amount less than $7,000, then the other terms of this Agreement shall remain in effect. The amount of Administrative Costs is not a material term of this Agreement.

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

3.2.4.1 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Settlement Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. If a Non-Participating Class Member is also an Aggrieved Employee, the Individual PAGA Payment shall constitute the sole compensation to that Non-Participating Class Member under this Agreement, as set forth in Paragraph 3.2.5.

3.2.4.2 Tax Allocation of Individual Class Payments. Forty percent (40%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Sixty percent (60%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any tax liabilities owed on their Individual Class Payment.

3.2.4.3 No opinion regarding the tax consequences of this Settlement. No opinion regarding the tax consequences of this Settlement to any individual Participating Class Member is being given, or will be given, by Defendant, counsel for Defendant, any other Released Party, or Class Counsel. Participating Class Members must consult their own tax advisors regarding the tax consequences of this Settlement, including but not limited to any payments provided or tax reporting obligations. Participating Class Members shall be solely responsible for paying all other applicable taxes on their respective Individual Class Payments and shall indemnify and hold harmless Defendant and the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of Individual Class Payments.

3.2.5 To the LWDA and Aggrieved Employees: A PAGA Payment in the amount of $100,000 to be paid from the Gross Settlement Amount, with 75% ($75,000) allocated to the LWDA PAGA Payment and 25% ($25,000) 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 (i.e., $25,000) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves a PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.5.3 No payroll taxes shall be withheld or deducted from each Aggrieved Employee's Individual PAGA Payment, and the Settlement Administrator shall issue to Aggrieved Employees an IRS Form 1099 for each such payment. Aggrieved Employees assume sole responsibility and liability for any taxes owed on their Individual PAGA Payment and shall indemnify and hold harmless Defendant and the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of any Individual PAGA Payment.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1 **Class Workweeks and Aggrieved Employee Pay Periods.** Based on a review of its records to date, Defendant estimates that as of June 25, 2024, there were approximately 361 Class Members who collectively worked a total of 28,347 Eligible Workweeks, and 231 Aggrieved Employees who worked a total of 7,010 PAGA Pay Periods.

4.2 **Class Data.** Not later than 15 business days after the Court issues its Preliminary Approval Order, Defendant will deliver the Class Data to the Settlement

Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Settlement Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Settlement Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Settlement Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 **Funding of Gross Settlement Amount.** Within 30 calendar days after the Effective Date, Defendant shall (i) fully fund the Gross Settlement Amount into the Qualified Settlement Fund ("QSF") established by the Settlement Administrator, as set forth in Section 7.3, and (ii) fund all amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting those funds to the QSF.

4.4 **Payments from the Gross Settlement Amount.** Within 14 days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Award. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Award shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1 The Settlement Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Participating Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. Any checks that are not cashed within one hundred eighty (180) calendar days from the date of the mailing of the checks shall be cancelled and said cancellation shall not affect the validity of the releases provided for herein and the Participating Class Member or Aggrieved Employee shall be deemed to, nevertheless, be bound by the releases provided herein. The face of each check shall prominently state the date when the check will be voided. The Settlement Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Settlement 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 Settlement Administrator may send Participating Class Members who are also Aggrieved Employees a single check combining the Individual Class Payment and the Individual PAGA

Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.4.3 For any Participating Class Member or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Settlement Administrator shall transmit the funds represented by such checks to the California Rural Legal Assistance Foundation, a 501(c)3 nonprofit organization, Federal Tax ID 94-2800442, or such other non-profit organization mutually agreed upon by the Parties and approved by the Court subject to the requirements of Code of Civil Procedure section 384(b) ("Cy Pres Recipient"). The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

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

5. **RELEASES OF CLAIMS.** Upon the funding of the Gross Settlement Amount into the QSF, as set forth in Paragraph 4.3, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 **Release by Participating Class Members.** By operation of the entry of the Final Approval Order and Judgment, and except as to rights this Agreement creates, Class Representative and each Participating Class Member, for themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the First Amended Complaint in the Action and the Original Complaint in the Action arising during period from August 9, 2019 to the date on which the Court grants final approval of the Settlement, including but not limited to, any claim for: (1) failure to pay minimum wage in violation of California Labor Code §§ 222-224, 510, 558.1, 1194, 1194.2, 1197 & IWC Wage Order 9-2001, § 4; (2) failure to pay overtime wages in violation of California Labor Code §§ 510, 558, 558.1, 1194, 1194.2 & IWC Wage Order 9-2001, § 3; (3) failure to provide meal period or compensation in lieu thereof in violation of Labor Code §§ 204, 222-224, 218.5, 218.6, 226.7, 512, 558.1 and IWC Wage Order 9-2001, § 11; (4) failure to provide rest periods or compensation in lieu thereof in violation of Labor Code §§ 204, 222-224, 218.5, 218.6, 226.7, 512, 558, 558.1 and IWC Wage Order 9-2001, § 12; (5) failure to Timely Pay Wages in Violation of Labor Code §§ 201-204, 210, 2926, 2927; (6) failure to reimburse necessary business expenses in violation of Labor Code §§ 510, 558.1, 2802 and IWC Wage Order 9-2001, §§ 8-9; (7) failure to issue accurate itemized wage statements in violation of Labor Code § 226 and IWC Wage Order 9-2001; (8) unfair competition in violation of Business & Professions Code §§ 17200, et seq.; and (9) any derivative claims under the Fair Labor Standards Act ("FLSA"), the California Labor Code, or any applicable California Industrial Welfare Commission Wage Order; related common law claims for conversion, other alleged tortious conduct, breach of contract, and misrepresentation; and any other derivative claims under California law including claims for statutory or civil penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief ("Released Claims"). Notwithstanding the foregoing, Participating Class Members do not release any claims for PAGA penalties (Cal. Labor Code §§ 2698 et seq.), except to the extent that they are Aggrieved Employees covered by Paragraph 5.2. Except as set forth in Paragraphs 5.2 and 5.3 of this Agreement, Participating Class Members do not release any other claims beyond those released in this Paragraph 5.1.

5.2 **Release by Aggrieved Employees**. All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the PAGA Notice, the Original Complaint, the First Amended Complaint, or any other pleading filed in the Action arising during the period from August 9, 2022 to the date on which the Court grants final approval of the Settlement. The PAGA Released Claims include, without limitation, any PAGA claim for: (1) failure to pay minimum wage for all hours worked by Aggrieved Employees in violation of Labor Code §§ 222-224, 510, 558.1, 1194, 1194.2, 1197, 1197.1, 1198, 1198-1999 & IWC Wage Order 9-2001, § 4; (2) failure to properly calculate Aggrieved Employees' overtime wages and pay all overtime wages due in violation of California Labor Code §§ 510, 558, 558.1, 1194, 1194.2 & IWC Wage Order 9-2001; (3) failure to provide Aggrieved Employees with lawful meal periods of compensation in lieu thereof (Labor Code §§ 204, 222-224, 218.5, 218.6, 226.7, 512, 558.1 and IWC Wage Order 9-2001); (4) failure to provide Aggrieved Employees with lawful rest periods or compensation in lieu thereof in violation of failure to provide rest periods or compensation in lieu thereof in violation of Labor Code §§ 204, 222-224, 218.5, 218.6, 226.7, 512, 558, 558.1 and IWC Wage Order 9-2001, § 12; (5) failure to timely pay Aggrieved Employees all wages due within the time periods required by California Labor Code sections 201-204, and then to pay waiting time penalties pursuant to section 203 of the California (Labor Code §§ 201-204, 210, 2926, 2927); (6) failure to reimburse necessary business expenses in violation of Labor Code §§ 510, 558.1, 2802 and IWC Wage Order 9-2001, §§ 8-9; (7) failure to provide accurate itemized wage statements in violation of Labor Code § 226; and (8) all penalties pursuant to the PAGA premised on or derivative of the alleged violations articulated above; and (9) penalties, interest, attorney fees, or other damages arising out of Defendant's alleged California Labor Code violations released herein.

5.3 **Additional Release and Section 1542 Waiver by Class Representative**. In addition to the releases given by each Participating Class Member and Aggrieved Employee in Sections 5.1 and 5.2 above, respectively, Class Representative, for himself and his former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally releases and discharges Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under any body of law, from the beginning of time through the date on which the Court grants Final Approval of this Settlement. This general release by Class Representative also includes a waiver of rights under California Civil Code Section 1542, which states:

> 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

Class Representative acknowledges that Class Representative may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Class Representative's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Class Representative's discovery of them. This general release from Class Representative is only effective upon the Court issuing the Final Approval Order and only applies to claims that may be released as a matter of law. This release also does not include future claims that arise after issuance of the Final Approval Order. Class Representative's Release does not extend to any claims or actions to enforce this Agreement.

6. <u>FIRST AMENDED COMPLAINT & MOTION FOR PRELIMINARY APPROVAL.</u>

6.1 **First Amended Complaint.** For purposes of this Settlement only, the Parties will submit a stipulation and proposed order to the Los Angeles County Superior Court in the Action (under Case No. 23STCV18974) for Plaintiff to file a First Amended Complaint in the form attached hereto as **Exhibit B**, not less than 65 days after the submission of the PAGA Notice to the LWDA. The First Amended Complaint shall cover all claims covered by the Original Complaint filed in the Los Angeles

County Superior Court on August 9, 2023, Case No. 23STCV18974, as well as all claims covered by the releases in Sections 5.1, 5.2, and 5.3, *supra*, and shall include a claim for civil penalties under PAGA embracing all violations that could be asserted based on the allegations in the Original Complaint, First Amended Complaint, and the PAGA Notice (the "PAGA Claim"), as well as a claim for failure to issue accurate itemized wage statements in violation of Labor Code § 226. Defendant will not be required to respond to the First Amended Complaint. If the Court does not approve this Settlement or there is no Final Judgment, the Parties will return to the status quo by stipulating to the filing of a Second Amended Complaint in the identical form as the Original Complaint.

6.1.1 At the time that Plaintiff files the stipulation and proposed order to file a First Amended Complaint, Plaintiff shall take such measures as are necessary to apprise the Los Angeles County Superior Court of the dismissal of the proceedings in federal court and reopen Case No. 23STCV18974. If and only if the Court declines to reopen Case No. 23STCV18974, Plaintiff shall refile the First Amended Complaint in the Los Angeles Superior Court as an initial complaint under a new case number (the "Refiled Action"). In compliance with Los Angeles County Superior Court Local Rule 3.3(d) and 3.3(e), in the event the First Amended Complaint must be filed as a Refiled Action, Plaintiff shall immediately bring the fact of the removal of the Original Complaint, the dismissal of the federal proceedings without prejudice, and refiling in the Los Angeles County Superior Court to the Court's attention and take measures to (a) file a "Notice of Related Case" as provided under California Rules of Court, Rule 3.300, and (b) consolidate the Refiled Action with Case No. 23STCV18974.

6.1.2 In the event the First Amended Complaint must be filed as a Refiled Action as provided under Section 6.1.1, the Parties agree that for purposes of this Settlement: (a) the complaint in the Refiled Action, including the PAGA Claim, shall relate back to the filing of the Original Complaint in the Los Angeles County Superior Court on August 9, 2023, and shall be treated as originally filed on August 9, 2023, and (ii) because the Refiled Action shall be treated as having been filed prior to June 19, 2024, the amendments to PAGA enacted by SB92 and AB2288 shall **<u>not</u>** apply to Plaintiff's PAGA Claim.

6.2 **Motion for Preliminary Approval.** Plaintiff shall file a Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Motion") that complies with the Court's current checklist for Preliminary Approvals.

6.2.1 **Plaintiff's Responsibilities.** Within 30 days of the execution of the Settlement Agreement by all Parties, Plaintiff will prepare and deliver to Defense Counsel, all documents necessary for obtaining Preliminary Approval including: (i) a draft of the notice, and memorandum in support, of the Preliminary Approval Motion that includes an analysis of the

Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699(s)(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 Settlement Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, the Administrator, and/or the proposed Cy Pres; (vi) a signed declaration from Class Counsel's firm attesting to its competency to represent the Class Members, its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3(a)), Operative Complaint (Labor Code section 2699(s)(1)), and this Agreement (Labor Code section 2699(s)(2)); (vii) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff 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. Class Counsel shall provide Defense Counsel with at least one week to review and comment on the draft Preliminary Approval Motion before filing.

6.2.2 **Filing of Motion for Preliminary Approval**. Unless filed sooner by mutual agreement of the Parties, Plaintiff shall file the First Amended Complaint consistent with the terms of Sections 6.1, 6.1.1, and 6.1.2 within 10 days of the Settlement Agreement becoming fully executed. Plaintiff's Counsel shall secure a date for the Preliminary Approval Motion and file the Preliminary Approval Motion within 30 days of filing the First Amended Complaint. Class Counsel is responsible for expeditiously finalizing and filing the Preliminary Approval Motion; obtaining a prompt hearing date for the Preliminary Approval Motion; and for appearing in Court to advocate in favor of the Preliminary Approval Motion. All Parties agree to work diligently and cooperatively to have this Settlement presented to the Court for preliminary approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Settlement Administrator.

6.2.3 **Duty to Cooperate.** If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. If, following good-faith meet-and-confer efforts, the Parties are unable to resolve any disagreement as to (a) any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations or documents, and/or (b) any modifications to the Agreement or other actions necessary to address the Court's concerns in connection with the Court's denial of Preliminary Approval or placement of conditions on Preliminary Approval, the Parties agree to enlist the assistance of the mediator, and, if necessary, the Court pursuant to the procedures set forth in paragraph 12.5.

7. **SETTLEMENT ADMINISTRATION.**

7.1 **Selection of Administrator.** After obtaining "not to exceed" bids from mutually acceptable and qualified settlement administrators, the Parties have mutually agreed to ask the Court to appoint Simpluris as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. 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. Defendant hereby represents and warrants that it is not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by this Settlement.

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

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

7.4 **Notice to Class Members.**

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

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Settlement Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently display an estimate of the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Eligible Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Settlement Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than 3 business days after the Settlement Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Settlement Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Settlement Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Settlement Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The Response Deadline for Class Members' written objections, challenges to Eligible Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Settlement Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

7.5 **Requests for Exclusion (Opt-Outs).**

7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Settlement Administrator a Request for Exclusion by the Response Deadline not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed after having been returned undeliverable to the Administrator). 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. The Request for Exclusion must also: (1) contain the name and address of the Class Member requesting exclusion; (2) contain a statement expressing that the Class Member elects to be excluded from the Settlement; (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address. The date of the postmark on the return mailing envelope on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Except as otherwise set forth in Section 7.5.4, any Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement or have any right to object to or appeal the Settlement. Settlement Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any Final Judgment entered in this Action.

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

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Sections 5.1 and 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Section 5.2 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 **Challenges to Calculation of Eligible Workweeks**. Each Class Member and Aggrieved Employee shall have 45 days after the Settlement Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Eligible Workweeks and PAGA Pay Periods (if any) allocated to the Class Member and/or Aggrieved Employee in the Class Notice. The Class Member or Aggrieved Employee may challenge the allocation by communicating with the Settlement Administrator via fax, email or mail. The Settlement Administrator must encourage the challenging Class Member or Aggrieved Employee to submit supporting documentation. In the absence of any contrary documentation, the Settlement Administrator is entitled to presume that the Eligible Workweeks or PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Settlement Administrator's determination of each Class Member's or Aggrieved Employee's allocation of Eligible Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Settlement Administrator shall promptly provide copies of all challenges to calculation of Eligible Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel, and must also promptly communicate to Defense Counsel and Class Counsel the Settlement Administrator's final determination as to the challenges.

7.7 **Objections to Settlement.**

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments.

7.7.2 Participating Class Members may send written objections to the Settlement Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Settlement Administrator must do so not later than 45 days after the Settlement Administrator's mailing of the Class Notice (plus an additional 14 days for Participating 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.

7.7.4 If a Class Member submits both a Request for Exclusion and an Objection, then the Request for Exclusion will be valid and will invalidate the Objection.

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

7.8.1 **Website, Email Address and Toll-Free Number.** The Settlement Administrator will establish and maintain and use an internet website to post information of interest to Class Members and Aggrieved Employees 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, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval Order and the Judgment. The Settlement 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 Settlement Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Settlement 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 Settlement 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 Eligible Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Settlement Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 **Eligible Workweek and/or Pay Period Challenges.** The Settlement Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges to the calculation of Eligible Workweeks and/or PAGA Pay Periods. The Settlement Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

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

7.8.6 **Final Report by Settlement Administrator.** Within 10 days after the Settlement Administrator disburses all funds in the Gross Settlement Amount, the Settlement Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Settlement Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Settlement Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES.** Based on its records, Defendant estimates that, as of June 25, 2024, there were (1) 361 Class Members and 28,347 Total Eligible Workweeks during the Class period and (2) 231 Aggrieved Employees who worked 7,010 PAGA Pay Periods during the PAGA Period.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of Class Members submitting timely and valid Requests for Exclusion identified in the Exclusion List exceeds eighteen (18), Defendant may, but is not obligated to, elect to withdraw from the Settlement, provided that Defendant withdraws within the time period set forth in this Section. Defendant also may withdraw from the Settlement if: (a) the Settlement is construed in such a fashion that Defendant is required to pay more than the Gross Settlement Amount and employer-side taxes on amounts from the Gross Settlement Amount that are classified as wages; or (b) the Court does not approve the Settlement releasing the claims set forth in the Parties' Memorandum of Understanding ("MOU") and/or the Settlement Agreement, or otherwise makes an order inconsistent with any of the terms of the MOU and/or Settlement Agreement. The Parties agree that, if Defendant withdraws, the Settlement shall be void *ab initio* and have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than ten (10) business days after the Administrator sends the final Exclusion List to Defense Counsel or fifteen (15) business days after the Response Deadline, whichever is later; late elections will have no effect.

10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code

section 2699(s), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff will request that the Final Approval Order certify the Settlement Class; find that this Agreement is fair, just, adequate, and in the best interests of the Class; and require the Parties to carry out the provisions of this Agreement. Plaintiff shall make diligent and reasonable efforts to provide drafts of these documents to Defense Counsel not later than ten (10) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

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

10.3 Continuing Jurisdiction of the Court. Pursuant to California Code of Civil Procedure section 664.6, 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) interpreting, implementing, and enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

10.5 Nullification of Agreement. In the event: (i) the Court denies preliminary approval of the Settlement with prejudice; (ii) the Court denies final approval of the Settlement with prejudice; (iii) the Court refuses to enter a Final Judgment as provided herein; (iv) Defendant exercises its right to withdraw under Section 9 of the Agreement; or (v) the Settlement does not become final for any other reason, this Agreement shall be null and void and any order or judgement entered by the Court in furtherance of this Settlement shall be treated as void *ab initio*. 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 reviewing court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

12. **ADDITIONAL PROVISIONS.**

12.1 Confidentiality. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree to keep the Settlement confidential up to and until the Court grants preliminary approval of the Settlement, except as required to seek preliminary approval from the Court, including filing the Agreement with the Court. Thereafter, the Parties will agree to make no comments to the media or otherwise publicize the terms of the settlement, except that in response to third party or media inquiries the Parties may respond only that "the matter was resolved," or words to that effect, and/or refer the inquirer to the Settlement documents filed in Court. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement. This Section does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.2 No Solicitation. The Parties agree to use their best efforts to carry out the terms of this Settlement. 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 Section shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3 Integrated Agreement. Upon execution by all Parties and their counsel, this

Agreement together with its attached exhibits shall constitute the entire Agreement among the Parties relating to the Settlement, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in the Agreement and its Exhibits. The Parties are entering into this Agreement based solely on the representations and warranties herein and not based on any promises, representation, and/or warranties not found herein.

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

12.5 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties shall submit the matter to mediation with mediator Henry Bongiovi; provided, however, that if he is unavailable within seven (7) days of initially being contacted by the Parties, either Party may elect to submit the matter to the Court for resolution in lieu of mediation. Any fees and costs for the mediator’s services shall be split evenly between the Parties. If the Parties submit the matter to mediation and are unable to resolve the disagreement at mediation, the Parties shall seek the assistance of the Court in resolving the dispute.

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

12.7 Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the “acknowledging party” and each Party to this Agreement other than the acknowledging party, an “other party”) acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

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

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

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

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

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

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

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

12.15 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this

Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

To Plaintiff:

Zachary M. Crosner (zach@crosnerlegal.com)
Jamie Serb (jamie@crosnerlegal.com)
Sepideh Ardestani (sepideh@crosnerlegal.com)
Crosner Legal, PC
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210

To Defendant:

Kelly Perigoe (kperigoe@kslaw.com)
Ramon Miyar (rmiyar@kslaw.com)
King & Spalding LLP
633 West Fifth Street, Suite 1600
Los Angeles, CA 90071

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

12.18 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 pursuant to California Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

12.19 Representation. Plaintiff's Counsel represent that other than Plaintiff himself, they do not currently represent any other current or former employees of Qantas in connection with any actual or planned claims, charges, complaints or other matters against Qantas, and Plaintiff's Counsel are not aware of any current or former employees of Qantas who are planning to bring any claims, charges, complaints, or other matters against Qantas.

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

WHEREFORE, Plaintiff, for himself and the Settlement Class Members, and Defendant have executed this Agreement as of the dates set forth below.

IT IS SO AGREED:

01 / 15 / 2025

Plaintiff Aziel Joey Gomez Perez — Date

January 17, 2025

Catherine Walsh, Chief People Officer — Date
for Defendant Qantas Airways Limited

APPROVED AS TO FORM AND CONTENT:

January 16, 2025

Crosner Legal, PC — Date
Counsel for Plaintiff Aziel Joey Gomez Perez

January 16, 2025

King & Spalding LLP — Date
Counsel for Defendant Qantas Airways Limited

Exhibit A

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Aziel Joey Gomez Perez v. Qantas Airways Ltd.
Superior Court of the State of California – County of Los Angeles, Case No. 23STCV18974

The Court authorized this Notice of Class and Representative Action Settlement. This is not a solicitation. This is not a lawsuit against you, and you are not being sued.

PLEASE READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT.

THIS NOTICE is of a proposed settlement of a class action lawsuit, and an announcement of a court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on [DATE] to address whether the proposed settlement should be approved ("Final Approval Hearing"). You may be entitled to receive a payment under the terms of this class action settlement contained in the Settlement Agreement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT (SEE SECTION 6 FOR MORE DETAILS)	
DO NOTHING	Receive a settlement payment and give up your right to sue on the Released Claims described in Section 5. This settlement does not require a claims process to receive a payment. Therefore, there is no claim form for you to complete should you wish to receive payment. If you do nothing, you will automatically be included and eligible to receive a payment once the Court approves the settlement. Please alert the Settlement Administrator if your mailing address changes.
EXCLUDE YOURSELF	You may "opt-out" of any connection with this case including any right to a settlement payment if you would like to retain the right to pursue your own individual claims against Qantas. If you choose to opt-out, you must submit a Request for Exclusion by [DATE] (see Section 6). Any Settlement Class Members who validly and timely opt-out of the Settlement will not receive any settlement payment and will preserve Released Claims described in Section 5 subject to applicable statutes of limitations, except that Settlement Class Members who worked during the PAGA Period are nevertheless bound by the release of the PAGA claims and will receive an Individual PAGA Payment.
OBJECT	Write to the Court and Settlement Administrator about why you do not like the Settlement by completing and submitting an Objection by [DATE] (see Section 6).
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.

1. Why Should You Read This Notice?

This Notice of Class, Representative, and Collective Action Settlement ("Notice") explains your right to share in the monetary proceeds of this Settlement, or if you want, to exclude yourself from or object to the Settlement (if applicable). The Superior Court of the State of California, County of Los Angeles has preliminarily approved the Settlement as fair and reasonable. The Court will hold a Final Approval Hearing on **xxxxxxxx**, before the Honorable Stuart M. Rice. You received this Notice because the records of Qantas Airways Limited ("Qantas") show that you were employed as an hourly non-exempt employee by Qantas between August 9, 2019 and [INSERT DATE OF ENTRY OF PRELIMINARY APPROVAL ORDER] (the "Class Period"). All of these non-exempt employees that worked for Qantas during the applicable time periods are referred to collectively as "Settlement Class Members".

2. What is this Lawsuit About?

Plaintiff Aziel Joey Gomez Perez ("Plaintiff") is a former employee of Qantas. The First Amended Complaint asserts claims against Qantas for violating California labor laws by (1) failing to pay minimum wages; (2) failing to pay overtime wages; (3) failing to provide compliant meal periods or meal period premiums in lieu thereof; (4) failing to provide compliant rest periods or rest period premiums in lieu thereof; (5) failing to timely pay all wages due upon separation of employment; (6) failing to reimburse necessary business expenses; (7) failing to furnish accurate itemized wage statements; and (8) engaging in unfair and unlawful business practices in violation of the California Unfair Competition Law ("UCL") (California Business & Profession Code § 17200, *et seq*.

The First Amended Complaint also asserts on behalf of Aggrieved Employees who worked at Qantas at any time between August 9, 2022 and [INSERT DATE OF PRELIMINARY APPROVAL] (the "PAGA Period") that Qantas is liable for civil penalties under the California Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698, *et seq*.) ("PAGA").

Qantas denies all of the claims in the First Amended Complaint and denies any and all liability or wrongdoing with respect to the allegations made in the First Amended Complaint. Qantas additionally contends that, for any purpose other than this Settlement, none of the claims in the First Amended Complaint are appropriate for class, collective action, and/or representative treatment. However, Qantas has agreed to the Settlement to avoid continued litigation.

3. What Are the Terms of the Settlement?

Under the terms of the Settlement Agreement, Qantas has agreed to pay One Million Three Hundred Thousand dollars ($1,300,000.00) to settle all claims ("Gross Settlement Amount").

Deductions from the Gross Settlement Amount shall be made for: (1) attorneys' fees and costs for Class Counsel (see Section 9 below); (2) a Class Representative Service Payment in the amount of $10,00.00 to Plaintiff Aziel Joey Gomez Perez for his service to the Settlement Class Members and broader release of claims in favor of Qantas; (3) PAGA Payment in the amount of $100,000.00, 75% of which shall be paid to the Labor & Workforce Development Agency ("LWDA") and 25% of which shall be paid to Aggrieved Employees; and (4) settlement administration costs (estimated to be $7,000). After deductions of these amounts, what remains ("Net Settlement Amount") shall be divided into Individual Class Payments to the Settlement Class Members calculated under the formula provided in Section 4 below. The 25% share of the PAGA Payment designated for Aggrieved Employees will also be divided into Individual PAGA Payments to Aggrieved Employees calculated under the formula provided in Section 4 below. Under the terms of the Settlement Agreement, you do not need to do anything to receive a monetary settlement award, and check(s) will be sent to you if the Court grants final approval of the Settlement at the Final Approval Hearing and you do not file a valid and timely Request for Exclusion.

4. How Much Can I Expect to Receive if the Settlement is Approved?

If you do not file a valid and timely Request for Exclusion (per Section 6 below), your Individual Settlement Payment shall be calculated based on the records submitted to the Settlement Administrator by Qantas, and broken down into two separate components as follows:

> To calculate the Individual Class Payment, the Settlement Administrator will compute the total number of Eligible Workweeks for each Settlement Class Member who does not file a valid and timely Request for Exclusion ("Participating Class Member"). The Settlement Administrator will then divide the number of Eligible Workweeks attributed to each individual Participating Class Member by the total number of Eligible Workweeks worked by all Participating Class Members combined, and multiply the result by the Net Settlement Amount.
>
> The Settlement Administrator will calculate each Individual PAGA Payment by (a) dividing the 25% portion of the PAGA Payment (*i.e.*, $25,000) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods.

For each Settlement Class Member, the number of Eligible Workweeks and PAGA Pay Periods worked at Qantas during the Class Period will be calculated from Qantas's records. Qantas's records indicate that you worked for [TOTAL WORKWEEKS] Workweeks in California during the Class Period, and [PAGA Pay Periods] PAGA Pay Periods during the PAGA Period. If you disagree with either of these numbers, you may submit evidence to the Settlement Administrator on or before [INSERT DATE], with documentation to establish the number of weeks or pay periods you claim to have actually worked for Company in California during **the Class Period and/or the PAGA Period (excluding any excluded workweeks). DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS**. The Administrator will resolve Eligible Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class

Counsel (who will advocate on behalf of Participating Class Members) and Qantas's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision

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

Forty percent (40%) of each Individual Class Payment shall be deemed taxable wages ("Wage Portion") and sixty percent (60%) shall be deemed interest and penalties ("Non-Wage Portion.). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Qantas will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments shall be payment for settlement of claims for penalties and shall not be subject to withholding. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. Qantas will pay the employer payroll taxes separately from the Individual Settlement Payments. Neither the Settlement Administrator nor Plaintiff or Qantas or their counsel can provide you with any tax advice. You should contact your accountant or tax-related advisors for any questions about taxes you may owe on these amounts.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your Individual Settlement Payment. If you fail to keep your address current, you may not receive your Individual Settlement Payment.

5. What are the Releases?

If the Court grants final approval of the Settlement, this lawsuit, as pleaded in the First Amended Complaint, will be dismissed with prejudice against Qantas, and all Settlement Class Members will release Qantas and all Released Parties (as defined in the Settlement Agreement) from any and all claims and/or causes of action that were or could have been pled based on the allegations of the original and/or First Amended Complaint, as well as the LWDA notice in this action, including, but not limited to, any claim for the alleged violations discussed in Section 2 above, or any claim for other compensation or relief arising under California or federal wage and hour laws beginning from August 9, 2019 through [INSERT DATE OF FINAL APPROVAL]. In addition, all Aggrieved Employees will release Qantas and all Released Parties from any and all claims for civil penalties under PAGA.

The full text of the Releases is contained in the Settlement Agreement and may be obtained from xxxxxxxxx.

6. What Are My Rights?

- **Do Nothing:**
  If you do nothing and the Court grants final approval of the Settlement, you will receive an Individual Settlement Payment consisting of (a) an Individual Class Payment, and (if you worked during the PAGA Period) (b) an Individual PAGA Payment. You will release your claims under California and federal law (if applicable) as provided for in Section 5 above, regardless of whether you receive, cash and/or deposit your Individual Settlement Payment.

- **Opt-Out:** ***(For Settlement Class Members Only)***
  If you do not wish to be bound by the Settlement, you must submit a written exclusion from the Settlement ("Request for Exclusion") by mail to the Settlement Administrator, postmarked by the Response Deadline of **xxxxxxxx**, where the postmark date shall be the exclusive means for determining whether a Request for Exclusion is timely mailed. The Request for Exclusion must contain your full name, present mailing address, telephone number, email address (if applicable), last four digits of your social security number, and a statement expressing that you elect to be excluded from the Settlement, and must be signed individually by you. No Request for Exclusion may be made on behalf of a group.

  Any Settlement Class Member who submits a valid and timely Request for Exclusion (i.e., opts out of the Settlement) will not be entitled to any settlement payment and will not be bound by the Settlement Agreement or have any right to object, appeal or comment thereon, EXCEPT that a Settlement Class Member who submits a valid and timely Request for Exclusion (opts out) will still be bound by the terms of the PAGA Release if they are an Aggrieved Employee who worked for Qantas during the PAGA Period, regardless of whether they receive, cash, and/or deposit any Individual Settlement Payment check.

- **Object:** If you wish to object to the Settlement, you may do so in person at the Final Approval Hearing and/or in writing. **Objections, whether written or in person, shall only be considered if the Settlement Class Member has NOT submitted a timely Request for Exclusion (i.e., has not opted out of the Settlement).** Any written objection must be signed by you and must state your full name and present mailing address as well as your telephone number and email address (if applicable), the factual and legal grounds for your objection, and whether you intend to appear at the Final Approval Hearing. Any written objection must be mailed to the Settlement Administrator and postmarked by the Response Deadline of xxxxxxxx, where the postmark date shall be the exclusive means for determining whether a written objection is timely mailed.

  Regardless of whether you submit a written objection, you may also appear at the Final Approval Hearing to discuss your objection with the Court, the Plaintiff, and Qantas. However, if an attorney will represent you in objecting to this Settlement, you must either timely file a written objection or your attorney must file a notice of appearance with the Court and serve Class Counsel and counsel for Qantas (addresses below) with this notice no later than the Response Deadline of **xxxxxxxx**.

Zachary M. Crosner (zach@crosnerlegal.com)
Jamie Serb (jamie@crosnerlegal.com)
Sepideh Ardestani (sepideh@crosnerlegal.com)
Crosner Legal, PC
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210

Kelly Perigoe
Ramon A. Miyar
KING & SPALDING LLP
633 West Fifth Street, Suite 1600
Los Angeles, CA 90071
Telephone: (213) 443-4355
kperigoe@kslaw.com
rmiyar@kslaw.com

If you fail to submit a valid and timely written objection and also fail to present an objection in person at the Final Approval Hearing, you shall be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as participating Class Members who do not object.

7. Can Qantas Retaliate Against Me for Participating in this Settlement?

No. It is unlawful for Qantas to take any adverse action against you as a result of your participation (or non-participation) in this Settlement.

8. Who Are the Attorneys Representing Plaintiff and the Settlement Class?

Plaintiff and the Settlement Class Members are represented by the following attorneys (collectively, "Class Counsel"):

Zachary M. Crosner (zach@crosnerlegal.com)
Jamie Serb (jamie@crosnerlegal.com)
Sepideh Ardestani (sepideh@crosnerlegal.com)
Crosner Legal, PC
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210

9. How Will the Attorneys for the Settlement Class Be Paid?

Class Counsel's attorneys' fees and costs will be paid from the Gross Settlement Amount. You do not have to pay Class Counsel. The Settlement Agreement provides that Class Counsel will receive attorneys' fees of up to 33.33% of the Gross Settlement Amount (i.e., $433,333.33) plus their reasonable out-of-pocket costs, not to exceed $20,000. Class Counsel will file a Motion for

Attorneys' Fees and Costs with the Court. The amount of attorneys' fees and costs awarded will be determined by the Court at the Final Approval Hearing.

10. Who May I Contact If I Have Further Questions?

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the telephone number or email address listed below. Please refer to the Qantas Settlement in such communications.

xxxxxxxxx

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is available through the Settlement Administrator and publicly accessible and on file with the Court.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR QANTAS FOR INFORMATION ABOUT THIS NOTICE, THE PROPOSED SETTLEMENT, OR THIS LAWSUIT.

Exhibit B

Jamie K. Serb, Esq. (SBN 289601)
jamie@crosnerlegal.com
Sepideh Ardestani, Esq. (SBN 274259)
sepideh@crosnerlegal.com
Zachary M. Crosner, Esq. (SBN 272295)
zach@crosnerlegal.com
CROSNER LEGAL, PC
9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
Tel: (866) 276-7637
Fax: (310) 510-6429

Attorneys for Plaintiff AZIEL JOEY GOMEZ PEREZ
As an individual and on behalf of all others
similarly situated

KELLY PERIGOE (SBN 268872)
kperigoe@kslaw.com
RAMON A. MIYAR (SBN 284990)
RMiyar@kslaw.com
JACQUELINE SUH (SBN 333405)
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KING & SPALDING LLP
633 West Fifth Street
Suite 1600
Los Angeles, CA 90071
Telephone: (213) 443-4355
Facsimile: (213) 443-4310

Attorneys for Defendant Qantas Airways Limited

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

AZIEL JOEY GOMEZ PEREZ, as an individual and on behalf of all others similarly situated, Plaintiff, v. QANTAS AIRWAYS LIMITED, an Australian corporation; and DOES 1-100, inclusive, Defendants.	Case No. 23STCV18974 **JOINT STIPULATION TO REOPEN CASE AND FILE FIRST AMENDED COMPLAINT**

Plaintiff Aziel Joey Gomez Perez and Defendant Qantas Airways Limited ("Defendant" or "Qantas")) hereby stipulate as follows:

WHEREAS, Plaintiff filed his initial Class Action Complaint (the "Complaint") in the above-captioned action (the "Action") on August 9, 2023, asserting putative class claims for (1) recovery of unpaid minimum wages; (2) recovery of unpaid overtime wages; (3) failure to provide compliant meal periods; (4) failure to provide compliant rest periods; (5) failure to timely pay all wages upon termination; (6) failure to reimburse business expenses; and (7) unfair business practices under California's Unfair Competition Law ("UCL"), Business & Professions Code § 17200 et seq.;

WHEREAS, Defendant filed its Answer to the Complaint on October 12, 2023;

WHEREAS, Defendant removed this Action to the United States District Court for the Central District of California ("Central District of California") on October 12, 2023 and filed a Notice to State Court of Removal in this Court on the same date;

WHEREAS, the Central District of California administratively designated the proceedings before it as Case No. 2:23-cv-08620-KK-RAO;

WHEREAS, on December 28, 2023, the Central District of California issued a scheduling order (the "Scheduling Order") setting a February 22, 2024 deadline for Plaintiff to move for class certification and a January 6, 2025 trial date (ECF No. 26);

WHEREAS, in or around January 2024, the parties agreed to mediate this case before mediator Henry Bongiovi, and requested that the Central District of California stay or continue class certification and discovery deadlines to accommodate the mediation scheduled for June 25, 2024 (ECF No. 29);

WHEREAS, the Central District of California denied the Parties' stipulated request to amend the Scheduling Order (ECF No. 31);

WHEREAS, on February 7, 2024, the Parties filed a Stipulation of Voluntary Dismissal of the federal action without prejudice pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), to allow the Parties time to conduct informal discovery and attend mediation on June 25, 2024 (ECF No. 33);

WHEREAS, the Parties attended mediation on June 25, 2024 before mediator Henry Bongiovi and reached an agreement in principle to resolve Plaintiff's individual, representative, and putative class claims against Qantas, including, among others, a not-yet-asserted claim for civil penalties under the Labor Code Private Attorneys General Act ("PAGA"), Labor Code section 2968, et seq., based on the factual allegations in the original Complaint;

WHEREAS, on October 23, 2024, the Parties finalized a Memorandum of Understanding that documented a settlement of Plaintiff's individual, representative, and putative class claims against Defendant in this Action (the "Settlement");

WHEREAS, as part of that Memorandum of Understanding, the Parties agreed to reopen this Action and, for settlement purposes only, to request leave for Plaintiff to file a First Amended Complaint ("FAC"), which will add two derivative claims that have been resolved as part of the Parties' Settlement: (a) a putative class claim for failure to issue itemized wage statements pursuant to California Labor Code section 226; and (b) a representative PAGA claim seeking civil penalties based on the Labor Code violations alleged in, or that could have been alleged in, the original Complaint and FAC;

WHEREAS, Plaintiff agrees that Defendant will not be required to respond to the FAC in this Action;

WHEREAS, under the terms of the Settlement, Plaintiff anticipates filing a Motion for Preliminary Approval of the Settlement in the next 30-60 days;

WHEREAS, if the Court ultimately declines to grant Final Approval of the Settlement or there is no Final Judgment on the Court's order granting Final Approval, the Parties stipulate to the filing of a Second Amended Complaint in a form identical to the original Complaint in this Action;

WHEREAS, no party or putative class member or allegedly aggrieved party will be prejudiced by the filing of the FAC;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED BY THE PARTIES, THROUGH THEIR RESPECTIVE COUNSEL, AS FOLLOWS:

1. The federal proceedings having been voluntarily dismissed without prejudice on

February 7, 2024, the Action shall be administratively reopened in this Court.

2. Plaintiff shall be granted leave to file a FAC in the form attached hereto as **Exhibit A**, with a redlined version reflecting the proposed changes attached as **Exhibit B**.

3. The FAC shall be deemed filed and served on Defendant as of the date the Court enters an order granting this Stipulation.

4. Defendant will not be required to respond to the FAC.

5. If, following Plaintiff's anticipated Motion for Preliminary Approval and Motion for Final Approval, this Court declines to grant Final Approval of the settlement or there is no Final Judgment on the Court's order granting Final Approval, unless the Parties agree otherwise, Plaintiff shall file a Second Amended Complaint that is identical in form to the original Complaint within 30 days of entry of the Court's order denying Final Approval of the Settlement or other final order reversing the grant of Final Approval on appeal.

Dated: December 09, 2024

CROSNER LEGAL, PC

By: /s/

Jamie K. Serb
Sepideh Ardestani
Zachary M. Crosner
Attorneys for Plaintiff
AZIEL JOEY GOMEZ PEREZ

Dated: December 6, 2024

KING & SPALDING LLP

Kelly Perigoe
Ramon Miyar
Jacqueline Suh

Attorneys for Defendant Qantas Airways Limited

[PROPOSED] ORDER

Having considered the Parties' Stipulation to Reopen Case and File First Amended Complaint ("Stipulation"), and finding good cause shown, the Court orders as follows:

1. The federal proceedings having been voluntarily dismissed without prejudice on February 7, 2024, this case is hereby administratively reopened.
2. The First Amended Class Action Complaint attached to the Parties' Stipulation as **Exhibit A** is deemed filed as of the date of this Order.
3. Defendant shall not be required to respond to the FAC.
4. If, following Plaintiff's anticipated Motion for Preliminary Approval and Motion for Final Approval, this Court declines to grant Final Approval of the settlement or there is no Final Judgment on the Court's order granting Final Approval, unless the Parties agree otherwise, Plaintiff shall file a Second Amended Complaint that is identical in form to the original Complaint within 30 days of entry of the Court's order denying Final Approval of the Settlement or other final order reversing the grant of Final Approval on appeal.

IT IS SO ORDERED.

Date: December_______, 2024

____
JUDGE OF THE SUPERIOR COURT

Exhibit A

ZACHARY M. CROSNER, ESQ. (SBN 272295)
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Attorneys for Plaintiff AZIEL JOEY GOMEZ PEREZ
As an individual and on behalf of all others
similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

AZIEL JOEY GOMEZ PEREZ, as an individual and on behalf of all others similarly situated,

Plaintiff,

v.

QANTAS AIRWAYS LIMITED, an Australian corporation; and DOES 1-100, inclusive,

Defendants.

Case No.: 23STCV18974

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT FOR:

1. **Recovery of Unpaid Minimum Wages and Liquidated Damages**
2. **Recovery of Unpaid Overtime Wages**
3. **Failure to Provide Meal Periods or Compensation in Lieu Thereof**
4. **Failure to Provide Rest Periods or Compensation in Lieu Thereof**
5. **Failure to Timely Pay All Wages Due Upon Separation of Employment**
6. **Failure to Reimburse Business Expenses**
7. **Failure to Issue Accurate Itemized Wage Statements**
8. **Unfair Competition *and***
9. **Violation of the Private Attorneys General Act of 2004**

DEMAND FOR JURY TRIAL

Plaintiff, AZIEL JOEY GOMEZ PEREZ, ("PLAINTIFF"), an individual on behalf of PLAINTIFF, and all other similarly situated Class Members (as defined below) and Aggrieved Employees (defined below), hereby files this First Amended Complaint against Defendants QANTAS AIRWAYS LIMITED, an Australian corporation; and DOES 1-100, inclusive, (collectively referred to herein as "DEFENDANTS"). PLAINTIFF is informed and believes and thereon alleges as follows:

JURISDICTION AND VENUE

1. This court possesses original subject matter jurisdiction over this matter. Venue is proper in the County of Los Angeles pursuant to California Code of Civil Procedure section 395.5 because DEFENDANTS transact business within this judicial district, DEFENDANTS employed PLAINTIFF to work in this judicial district and some of the acts, omissions, and conduct alleged by PLAINTIFF herein occurred in this this judicial district. *See also Crestwood Behavioral Health, Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069 (venue in a PAGA action is proper in any county where the defendants committed Labor Code violations against some of its employees).

THE PARTIES

2. PLAINTIFF is, and at all relevant times, was an individual domiciled in the State of California and a citizen of the State of California.

3. PLAINTIFF is a former employee of DEFENDANTS. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with a job title of Aircraft Maintenance Engineer and/or a similar title(s) and/or position(s) from on or around February 18, 2019, through on or around September 13, 2021. PLAINTIFF worked for DEFENDANTS at DEFENDANTS' Los Angeles, California location(s) located at Los Angeles International Airport (LAX). PLAINTIFF regularly worked at least ten (10) hours per day.

4. Defendant QUANTAS AIRWAYS LIMITED is an Australian corporation that, at all relevant times, was authorized to do business within the State of California and is doing business in the State of California.

5. DEFENDANTS own, operate, manage and/or staff its employees to work at the terminals, offices, facilities and/or other locations and/or other location(s) in California, including

but not limited to, terminals, offices, facilities and/or other locations in Los Angeles, California. DEFENDANTS operate out of including but not limited to, airports located throughout California, including but not limited to, the terminal(s), offices, facilities, and/or location(s) at LAX in Los Angeles, California.

6. The true names and capacities of the DOE Defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to PLAINTIFF, who therefore sues each such Defendant by said fictitious names. Each of the Defendants designated herein as a DOE is legally responsible for the unlawful acts alleged herein. PLAINTIFF will seek leave of Court to amend this Complaint to reflect the true names and capacities of the Doe Defendants when such identities become known.

7. PLAINTIFF is further informed and believes that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this complaint. PLAINTIFF is further informed and believes and thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above, and that at all relevant times, each Defendant knew or should have known about, authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

JOINT LIABILITY

8. Under California law, the definition of the terms "to employ" are broadly construed under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to exercise control over the wages, hours or working conditions; (2) to suffer of permit to work; or (3) to engage, thereby creating a common law employment relationship. See, *Martinez v. Combs*, 49 Cal.4th 35, 64 (2010). One reason that the IWC defined "employer" in terms of exercising control was to reach situations in which multiple entities control different aspects of the employment relationship. Supervision of the work, in the specific sense of exercising control over how services

are properly performed, is properly viewed as one of the "working conditions" mentioned in the wage order. *Id.* at 76. A joint employer relationship exists, for example, when one entity (such as a temporary employment agency) hires and pays a worker, and the other entity supervises the work. *Id*. Moreover, the California Court of Appeal recently broadened the test for joint employment in California, applying a less stringent standard to what constitutes sufficient control by a business over its vendor's employees' wages and working conditions to render that business liable as a joint employer. See, *Medina v. Equilon Enterprises, LLC*, 68 Cal. App. 5th 868 (2021); "[i]f the putative joint employer instead exercises enough control over the intermediary entity to *indirectly* dictate the wages, hours, or working conditions of the employee, that is a sufficient showing of joint employment," *Id.* at 875 [emphasis added].

9. During PLAINTIFF's employment by DEFENDANTS, PLAINTIFF and the Class Members and Aggrieved Employees (each defined below) were jointly employed by DEFENDANTS for purposes of the Wage Orders, under the alternative definitions of "to employ" adopted by the California Supreme Court in *Martinez*, supra. As discussed below, these DEFENDANTS (1) exercised control over wages, hours and working conditions of PLAINTIFF and the Class Members and Aggrieved Employees; (2) suffered or permitted PLAINTIFF and Class Members and Aggrieved Employees to work for them; and (3) engaged PLAINTIFF and Class Members and Aggrieved Employees to work for them.

10. PLAINTIFF is informed and believes, and thereon alleges that at all relevant times DEFENDANTS operated as a single integrated enterprise with common ownership and centralized human resources. As a result, DEFENDANTS utilized the same unlawful policies and practices across all of their locations/facilities and subjected all of the Class Members and Aggrieved Employees to these same policies and practices regardless of the location(s) where they worked. Among other things, PLAINTIFF is informed and believes that: (1) there is common ownership in, and financial control, in DEFENDANTS' companies, (2) DEFENDANTS utilize common management, who have control over the day-to-day operations and employment matters, including the power to hire and fire, set schedules, issue employee policies, and determine rates of compensation across its locations in California; (3) DEFENDANTS utilize the same policies and

procedures for all California employees, including issuing the same employee handbooks and other form agreements; (4) DEFENDANTS use at least some of the same Human Resources personnel and attorneys to oversee employment matters; and, (6) DEFENDANTS share employees.

11. PLAINTIFF is informed and believes, and thereon alleges that at all times relevant to this Complaint, DEFENDANTS were the joint employers of PLAINTIFF and the Class Members and Aggrieved Employees upon whose behalf PLAINTIFF brings these allegations and causes of action, in that DEFENDANTS, exercised sufficient control over PLAINTIFF's and the Class Members' and Aggrieved Employees' wages, hours and working conditions, and/or suffered or permitted PLAINTIFF and the Class Members and Aggrieved Employees to work so as to be considered the joint employers of PLAINTIFF and the Class Members and Aggrieved Employees.

12. Upon information and belief, PLAINTIFF alleges that DEFENDANTS created a uniform set of policies, practices and/or procedures concerning, inter alia, hourly and overtime pay, time-keeping practices, meal and rest periods, reimbursement of business expenses and other working conditions that were distributed to, and/or applied to PLAINTIFF and the Class Members and Aggrieved Employees, and further that DEFENDANTS uniformly compensated and controlled the wages of PLAINTIFF and the Class Members and Aggrieved Employees in a uniform manner. DEFENDANTS collectively represented to PLAINTIFF and the Class Members and Aggrieved Employees that each was an "at-will" employee of DEFENDANTS, and that DEFENDANTS collectively retained the right to terminate PLAINTIFF's and Class Members' and Aggrieved Employees' employment with or without cause. Upon information and belief, DEFENDANTS further collectively represented to PLAINTIFF and Class Members and Aggrieved Employees in writing the details of their compensation, and the manner in which they were to take meal and rest periods, the procedures required by DEFENDANTS collectively for recordation of hours worked and the policies applicable to PLAINTIFF and Class Members and Aggrieved Employees by which DEFENDANTS collectively would evaluate the wage rates of PLAINTIFF and Class Members and Aggrieved Employees.

13. Thus, DEFENDANTS collectively exercised the right to control the wages, hours and working conditions of PLAINTIFF and Class Members and Aggrieved Employees. As such,

DEFENDANTS collectively held the right to control virtually every aspect of PLAINTIFF's and the Class Members' and Aggrieved Employees' employment, including the instrumentality that resulted in the illegal conduct for which PLAINTIFF seeks relief in this Complaint.

14. PLAINTIFF is informed and believes that DEFENDANTS exercised the same control over, applied the same policies and practices, and engaged in the same acts and omissions with regard to the other Class Members and Aggrieved Employees.

CLASS ALLEGATIONS

15. PLAINTIFF brings this action on behalf of PLAINTIFF, and all others similarly situated as a class action pursuant to Code of Civil Procedure section 382. The class PLAINTIFF seeks to represent are defined as follows and referred to as the "Class" or "Class Members":

> All current and former non-exempt employees that worked either directly or via a staffing agency for any one or more of the DEFENDANTS at any location in California at any time within the four years prior to the filing of the initial Complaint ("Class Period").

a. Numerosity. While the exact number of Class Members is unknown to PLAINTIFF at this time, the Class is so numerous that the individual joinder of all members is impractical under the circumstances of this case. PLAINTIFF is informed and believes the Class consists of at least 100 individuals.

b. Common Questions of Law and Fact. This lawsuit is suitable for class treatment because common questions of law and fact predominate over individual issues. Common questions include, but are not limited to, the following: (1) whether DEFENDANTS understated hours worked and failed to pay all amounts due to PLAINTIFF and the Class Members for wages earned, including minimum and overtime wages, under California law; (2) whether DEFENDANTS provided PLAINTIFF and the Class Members with all meal periods or premium payments in lieu thereof in compliance with California law; (3) whether DEFENDANTS provided PLAINTIFF and the Class Members with all rest periods or premium payments in lieu thereof, in compliance with California law; (4) whether

DEFENDANTS timely paid PLAINTIFF and the Class Members all wages due upon separation of employment; (5) whether DEFENDANTS failed to reimburse PLAINTIFF and the Class Members for all business expenses; and (6) whether DEFENDANTS violated California Business and Professions Code sections 17200, *et seq*.

c. Ascertainable Class. The proposed Class is ascertainable as members can be identified and located using information in DEFENDANTS' business, payroll and personnel records.

d. Typicality. PLAINTIFF's claims are typical of the claims of the Class Members. PLAINTIFF suffered a similar injury as members of the Class as a result of DEFENDANTS' common practices regarding, *inter-alia*, failure to calculate and pay all owed minimum and overtime wages, failure to provide proper meal periods and rest periods or premium compensation in lieu thereof, failure to reimburse business expenses, and failure to timely pay all wages due upon separation of employment.

e. Adequacy. PLAINTIFF will fairly and adequately protect the interests of the Class Members. PLAINTIFF has no interests adverse to the interests of the other Class Members. Counsel who represent PLAINTIFF are competent and experienced in litigating similar class action cases and are California lawyers in good standing. Counsel for PLAINTIFF have the experience and resources to vigorously prosecute this case.

f. Superiority. A class action is superior to other available means for the fair and efficient adjudication of this controversy since individual joinder of all members of the class is impractical. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. Furthermore, as the damages suffered by each individual member of the Class may be relatively small, the expenses and burden of individual litigation would make it difficult or impossible for individual members of the Class to redress the wrongs done to them, while an important public interest will be served by addressing the matter as a class action. The cost to the court system of adjudication of such individualized litigation would be substantial. Individualized litigation would also present the potential for inconsistent or contradictory judgments. Finally, the alternative of filing a claim with the California Labor Commissioner is not superior, given the lack of discovery in such proceedings, the fact that there are fewer available remedies, and the losing party has the right to a trial de novo in the Superior Court.

FACTUAL AND LEGAL ALLEGATIONS

16. During the relevant period, PLAINTIFF, and each of the Class Members and Aggrieved Employees worked for DEFENDANTS in the State of California. At all times referenced herein, DEFENDANTS exercised control over PLAINTIFF and Class Members and Aggrieved Employees, and suffered and/or permitted them to work.

17. PLAINTIFF is a former employee of DEFENDANTS. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with a job title of Aircraft Maintenance Engineer and/or a similar title(s) and/or position(s) from in or around February 18, 2019 through in or around September 13, 2021. PLAINTIFF worked for DEFENDANTS at DEFENDANTS' Los Angeles, California, facilities located at LAX. PLAINTIFF regularly worked at least ten (10) hours per day hours. DEFENDANTS paid PLAINTIFF an hourly rate for time counted by DEFENDANTS as hours worked. At all relevant times, PLAINTIFF was a non-exempt employee that was paid on an hourly basis for time counted by DEFENDANTS as hours worked.

18. **Unpaid Minimum and Overtime Wages**. DEFENDANTS failed to compensate PLAINTIFF and Class Members and Aggrieved Employees for all hours worked, resulting in the underpayment of minimum and overtime wages. DEFENDANTS failed to compensate PLAINTIFF and Class Members and Aggrieved Employees for all hours worked by virtue of, DEFENDANTS' automatic deduction and time rounding policies, and failure to relieve employees of all

duties/employer control during unpaid meal periods or otherwise unlawful practices for missed or improper meal periods, as explained below.

19. Based on information and belief, DEFENDANTS implemented a policy and/or practice of rounding meal period start and end times and/or automatically deducting at least thirty minutes per shift for meal periods, despite having actual and/or constructive knowledge that PLAINTIFF and other Class Members and Aggrieved Employees were subject to DEFENDANTS' control during purported meal periods and/or were otherwise not afforded lawful meal periods, depriving PLAINTIFF and Class Members and Aggrieved Employees of all wages owed.

20. Based on information and belief, Class Members and Aggrieved Employees were not paid for all hours worked due to DEFENDANTS' policy and/or practice of paying according to scheduled hours worked instead of actual time worked, and/or mandated off-the clock work policies and/or practices.

21. For example, DEFENDANTS' wage statements for PLAINTIFF evidence rounding of PLAINTIFF's total hours worked to at least the nearest quarter, half and/or whole hour. For example, DEFENDANTS' wage statement for PLAINTIFF for pay period beginning April 18, 2021, and ending on May 1, 2021, shows exactly 59.50 regular hours worked. Similarly, DEFENDANTS' wage statement for PLAINTIFF for pay period beginning on April 4, 2021, and ending on April 17, 2021, shows exactly 80.00 regular hours worked. DEFENDANTS' wage statement for pay period beginning on March 21, 2021, and ending on April 3, 2021, shows precisely 59.50 regular hours worked. DEFENDANTS' wage statement for PLAINTIFF for pay period beginning on March 7, 2021 and ending on March 20, 2021 shows precisely 80.00 regular hours worked. Similarly, DEFENDANTS' wage statement for PLAINTIFF for pay period beginning on December 27, 2020, and ending on January 14, 2021, shows exactly 60.00 regular hours worked. Based on information and belief, DEFENDANTS rounded PLAINTIFF's total hours worked to at least the nearest quarter, half and/or whole hour during most if not all pay periods during PLAINTIFF's employment, resulting in DEFENDANTS' failure to compensate PLAINTIFF for all hours worked and the underpayment of minimum wages and overtime wages owed to PLAINTIFF.

22. Based on information and belief, DEFENDANTS also rounded the total hours

worked of other Class Members and Aggrieved Employees to at least the nearest quarter, half and/or whole hour, resulting in DEFENDANTS' failure to compensate Class Members and Aggrieved Employees for all hours worked and the underpayment of minimum wages and overtime wages owed to Class Members and Aggrieved Employees.

23. Based on information and belief, DEFENDANTS required Class Members and Aggrieved Employees to be at their assigned workstations at the start of a scheduled shift, thereby forcing Class Members and Aggrieved Employees to gather work-related equipment and/or safety gear, make any necessary adjustments to tools/equipment and/or perform maintenance/cleaning tasks, don work clothing/uniforms and/or protective equipment, and/or complete other work tasks prior to their scheduled shift and/or prior to clocking in/signing in, thereby resulting in pre-shift off-the-clock work.

24. Based on information and belief, Class Members and Aggrieved Employees were required to complete off-the-clock work tasks after clocking out for the end of their shifts and/or during uncompensated meal periods, resulting in off-the-clock work and the underpayment of minimum and overtime wages owed to Class Members and Aggrieved Employees. For example, based on information and belief, DEFENDANTS required Class Members and Aggrieved Employees to clock out for the end of their shifts but to continue working due to the need to return/maintain tools, clean and/or organize their work stations/areas, provide shift status updates and/or debriefings, participate in work meetings, respond to work-related communications and/or perform other work tasks off-the-clock, resulting in the underpayment of minimum wages and overtime wages owed to Class Members and Aggrieved Employees.

25. Based on information and belief, DEFENDANTS did not compensate Class Members and Aggrieved Employees for all time spent donning and doffing personal protective equipment, safety equipment and/or uniforms/work clothing (e.g., gloves, goggles/safety glasses, high visibility and/or reflective vests and/or face masks) during meal periods, before the start of a scheduled shift, and/or after completing a scheduled shift, resulting in DEFENDANTS' failure to pay Class Members and Aggrieved Employees for all work time and the underpayment of minimum wages and overtime wages owed to Class Members and Aggrieved Employees.

26. Based on information and belief, at times, DEFENDANTS' electronic employee time-keeping system/software/app malfunctioned such that Class Members and Aggrieved Employees were required to either reinitiate and/or otherwise troubleshoot the system prior to being able to clock in and/or were unable to clock in at all for the start of their shifts and/or clock back in from meal periods, resulting in off-the-clock work and the underpayment of wages owed to Class Members and Aggrieved Employees. Based on information and belief, Class Members and Aggrieved Employees experienced the same issues when clocking out for shifts and/or back in for meal periods. This time spent under DEFENDANTS' control was not recorded and not compensated and resulted in unpaid minimum wages owed to Class Members and Aggrieved Employees.

27. Based on information and belief, Class Members and Aggrieved Employees were required to undergo security screenings and/or other mandated screenings before and/or after a scheduled shift, during unpaid meal periods, and/or before or after clocking in/out for work, resulting in pre-shift and/or post-shift off-the-clock work.

28. Based on information and belief, DEFENDANTS required Class Members and Aggrieved Employees to travel from the parking area to their assigned workstations/DEFENDANTS' facilities and/or from their assigned workstations/DEFENDANTS' facilities via company shuttles and/or other company vehicles/modes of transportation without compensating Class Members and Aggrieved Employees for all travel time, resulting in unpaid wages owed to Class Members and Aggrieved Employees.

29. Based on information and belief, DEFENDANTS required Class Members and Aggrieved Employees to undergo COVID-19 temperature screenings and/or complete questionnaires prior to beginning their scheduled shift and/or prior to clocking/signing in, thereby, resulting in pre-shift off-the-clock work.

30. Based on information and belief, PLAINTIFF and other Class Members and Aggrieved Employees were also pressured to complete at least some of their work tasks off-the-clock in order to meet DEFENDANTS' goals and expectations.

31. For example, based on information and belief, Class Members and Aggrieved

Employees performed off-the-clock work in the form of reviewing/completing DEFENDANTS' policy documents, completing required trainings and/or completing other work tasks to meet DEFENDANTS' demands, resulting in off-the-clock work per month that was neither recorded nor compensated, resulting in the underpayment of minimum and overtime wages owed to Class Members and Aggrieved Employees.

32. Also, based on information and belief, Class Members and Aggrieved Employees were required to complete off-the-clock work outside of scheduled shifts due to including but not limited to, work-related phone calls and/or messages they received to their phones and/or mobile devices and were required to respond to, including but not limited to, communications from supervisors regarding scheduling and/or other work tasks, resulting in the underpayment of wages owed to Class Members and Aggrieved Employees.

33. Based on information and belief, DEFENDANTS failed to pay Class Members and Aggrieved Employees for time they were required to spend completing orientation, policy questionnaires, and/or time spent completing the onboarding process including but not limited to reviewing various documents and policies provided by DEFEDANTS. Based on information and belief, this work time was completed off-the-clock and was not compensated.

34. Based on further information and belief, DEFENDANTS implemented a time-rounding system that as applied systematically deprived PLAINTIFF and other Class Members and Aggrieved Employees of compensable time because the time-rounding system implemented by DEFENDANTS would almost always, if not always, result in understating actual compensable work time.

35. For example, as explained above, DEFENDANTS' wage statements for PLAINTIFF evidence DEFENDANTS rounded PLAINTIFF's total hours worked to at least the nearest quarter, half and/or whole hour, resulting in DEFENDANTS' failure to compensate PLAINTIFF for all hours worked and the underpayment of wages owed to PLAINTIFF.

36. DEFENDANTS' failure to pay for all time worked by virtue of its time rounding, auto-deduction policies and practices for unlawful meal periods, failure to provide lawful meal periods, and/or other off-the-clock work practices and policies, resulted in the underpayment of

minimum wages owed to PLAINTIFF and Class Members and Aggrieved Employees as well as unpaid overtime wages for those Class Members and Aggrieved Employees who worked more than eight (8) hours in a day and/or more than forty (40) hours in a week.

37. Based on information and belief, DEFENDANTS had actual and/or constructive knowledge that its time rounding policies/practices, auto-deduction policies and practices, failure to provide lawful meal periods (as described below) and/or other off-the-clock work resulted in the underpayment of minimum wages owed to PLAINTIFF and other Class Members and Aggrieved Employees, in violation of California's minimum and overtime wage laws.

38. Based on information and belief, DEFENDANTS failed and continue to fail to pay Class Members and Aggrieved Employees two times their regular rate of pay for time worked beyond twelve (12) hours per workday and for time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in violation of California's overtime laws.

39. Based on information and belief, DEFENDANTS failed to incorporate all non-discretionary remuneration, including but not limited to, shift differential pay, bonus pay, and/or other non-discretionary pay into the regular rate of pay used to calculate the owed overtime rate(s), resulting in the miscalculation and underpayment of overtime wages owed to PLAINTIFF and other Class Members and Aggrieved Employees.

40. Additionally, DEFENDANTS also violated California's overtime laws as to those Class Members and Aggrieved Employees, that were subject to an Alternative Workweek Schedule (AWS).

41. Based on information and belief, DEFENDANTS adopted an Alternative Workweek Schedule (AWS) during the relevant period that was an unlawful AWS as it was not properly elected and/or implemented in accordance with the requirements of California law and/or DEFENDANTS failed to comply with the AWS, and as such, DEFENDANTS violated California's overtime laws, including but not limited to, Labor Code sections 510, 511, the applicable Wage Order, and Labor Code section 1198. For example, based on information and belief, there is no record of an AWS election for PLAINTIFF's assigned workplace and/or based on information and belief, DEFENDANTS failed to properly adopt an AWS in accordance with Labor Code section 511 and

1199, and the applicable Wage Order:

> (C) Election Procedures Election procedures for the adoption and repeal of alternative workweek schedules require the following: (1) Each proposal for an alternative workweek schedule shall be in the form of a written agreement proposed by the employer. The proposed agreement must designate a regularly scheduled alternative workweek in which the specified number of workdays and work hours are regularly recurring. The actual days worked within that alternative workweek schedule need not be specified. The employer may propose a single work schedule that would become the standard schedule for workers in the work unit, or a menu of work schedule options, from which each employee in the unit would be entitled to choose. If the employer proposes a menu of work schedule options, the employee may, with the approval of the employer, move from one menu option to another. (2) In order to be valid, the proposed alternative workweek schedule must be adopted in a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote of the affected employees in the work unit. The election shall be held during regular working hours at the employees' work site. For purposes of this subsection, "affected employees in the work unit" may include all employees in a readily identifiable work unit, such as a division, a department, a job classification, a shift, a separate physical location, or a recognized subdivision of any such work unit. A work unit may consist of an individual employee as long as the criteria for an identifiable work unit in this subsection is met. (3) Prior to the secret ballot vote, any employer who proposed to institute an alternative workweek schedule shall have made a disclosure in writing to the affected employees, including the effects of the proposed arrangement on the employees' wages, hours, and benefits. Such a disclosure shall include meeting(s), duly noticed, held at least 14 days prior to voting, for the specific purpose of discussing the effects of the alternative workweek schedule. An employer shall provide that disclosure in a non- English language, as well as in English, if at least five (5) percent of the affected employees primarily speak that non-English language. The employer shall mail the written disclosure to employees who do not attend the meeting. Failure to comply with this paragraph shall make the election null and void. (4) Any election to

establish or repeal an alternative workweek schedule shall be held at the work site of the affected employees. The employer shall bear the costs of conducting any election held pursuant to this section. Upon a complaint by an affected employee, and after an investigation by the Labor Commissioner, the Labor Commissioner may require the employer to select a neutral third party to conduct the election. (5) Any type of alternative workweek schedule that is authorized by the Labor Code may be repealed by the affected employees. Upon a petition of one-third (1/3) of the affected employees, a new secret ballot election shall be held and a two-thirds (2/3) vote of the affected employees shall be required to reverse the alternative workweek schedule. The election to repeal the alternative workweek schedule shall be held not more than 30 days after the petition is submitted to the employer, except that the election shall be held not less than 12 months after the date that the same group of employees voted in an election held to adopt or repeal an alternative workweek schedule. The election shall take place during regular working hours at the employees' work site. If the alternative workweek schedule is revoked, the employer shall comply within 60 days. Upon proper showing of undue hardship, the Division of Labor Standards Enforcement may grant an extension of time for compliance. (6) Only secret ballots may be cast by affected employees in the work unit at any election held pursuant to this section. The results of any election conducted pursuant to this section shall be reported by the employer to the Office of Policy, Research and Legislation within 30 days after the results are final, and the report of election results shall be a public document. The report shall include the final tally of the vote, the size of the unit, and the nature of the business of the employer. (7) Employees affected by a change in the work hours resulting from the adoption of an alternative workweek schedule may not be required to work those new work hours for at least 30 days after the announcement of the final results of the election. (8) Employers shall not intimidate or coerce employees to vote either in support of or in opposition to a proposed alternative workweek.

No employees shall be discharged or discriminated against for expressing opinions concerning the alternative workweek election or for opposing or supporting its adoption or repeal. However, nothing in this section shall prohibit an employer from expressing his/her position concerning that alternative workweek to the affected employees. A violation of this paragraph shall be subject to Labor Code § 98 *et seq*.

42. On information and belief, PLAINTIFF alleges that DEFENDANTS failed to comply with the above procedures, and thus, failed to properly institute an alternative workweek for the purpose of obtaining a lawful exemption from overtime premiums for its mandated 10-hour/4-day schedule. Based on information and belief, DEFENDANTS also failed to report the results to the Office of Policy, Research, and Legislation, or the DLSE, within thirty after the purported election results, and thus, violated Labor Code §§ 511, 1199, and the Applicable Wage Orders. This conduct results in violations of Labor Code §§ 510, 511, and 1198- 1199, and the Applicable Wage Orders.

43. Moreover, to the extent there was an AWS that was properly adopted, DEFENDANTS violated California's overtime laws as to Class Members and Aggrieved Employees that were subject to an Alternative Workweek Schedule (AWS) but were required to work shifts shorter than the agreed upon AWS. Under the relevant Wage Order, "If an employer… requires an [AWS] employee to work fewer hours than those that are regularly scheduled by the agreement, the employer shall pay the employee overtime compensation at a rate of one and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours… for the day the employee is required to work the reduced hours." *See* Section 3 of all applicable Wage Orders.

44. Based on information and belief, at times during Class Members' and Aggrieved Employees' respective employments by DEFENDANTS, Class Members and Aggrieved Employees worked subject to an alternative work week schedule. Based on information and belief, at times, Class Members and Aggrieved Employees that were subject to an AWS, were sent home early and/or worked less hours than those that were scheduled under the AWS. On such shortened shifts, Class Members and Aggrieved Employees were entitled to overtime pay at 1.5 times the regular rate of pay after the first eight hours of work. Instead, DEFENDANTS paid Class Members and Aggrieved Employees their base rate for all hours worked on the shortened shift(s) in violation

of the alternative workweek schedule, and in violation of California Labor Code section 510, the applicable Wage Order, and Labor Code section 1198. As such, Class Members and Aggrieved Employees that were subject to an AWS were also deprived of all owed overtime wages when required to work shortened shifts.

45. **Meal Period Violations**. PLAINTIFF and other Class Members and Aggrieved Employees consistently worked shifts of at least five and one-half hours or more, entitling them to at least one meal period. However, PLAINTIFF and other Class Members and Aggrieved Employees would not receive legally compliant thirty (30) minute first and second meal periods. Based on information and belief, Class Members and Aggrieved Employees were consistently unable to take timely, off duty, thirty-minute, uninterrupted meal periods, often being forced to take late meal periods, interrupted meal periods, and/or work through part or all their meal periods due to understaffing, the nature and constraints of their job duties and/or commentary from supervisors pressuring them to take non-compliant meal periods or skip meal periods completely.

46. For example, based on information and belief, PLAINTIFF and other Class Members and Aggrieved Employees were forced to take late meal periods in order to complete assigned job duties. Based on information and belief, PLAINTIFF and other Class Members and Aggrieved Employees were at times interrupted during purported meal periods and/or had meal periods cut short and/or restricted to DEFENDANTS' premises due to the need to continue assigned job duties.

47. For example, at times, PLAINTIFF was required to work through part or all of his owed first meal period and/or take interrupted and/or shortened meal periods due to the need to complete assigned job duties.

48. Also, based on information and belief, DEFENDANTS required PLAINTIFF and other Class Members and Aggrieved Employees to monitor cell phones, walkie-talkies, pagers and/or other work communication devices and/or otherwise required Class Members and Aggrieved Employees to remain on duty during unpaid meal periods, resulting in meal period law violations as well as unpaid wages owed to Class Members and Aggrieved Employees.

49. Based on further information and belief, PLAINTIFF and other Class Members and Aggrieved Employees were restricted to the worksite premises during unpaid meal periods, and as

such, were not relieved of all duties and DEFENDANTS' control during purportedly off-duty meal periods, in violation of California meal period law and further resulting in the underpayment of wages owed to PLAINTIFF and other Class Members and Aggrieved Employees.

50. Based on information and belief, DEFENDANTS would unlawfully edit the clock in and out times for PLAINTIFF's and other Class Members and Aggrieved Employees' meal periods in order to display at least a thirty minute off-duty meal period during most if not all shifts worked, notwithstanding the fact that DEFENDANTS had actual and/or constructive knowledge that DEFENDANTS had required PLAINTIFF and other Class Members and Aggrieved Employees' to perform work-related tasks during their meal periods.

51. Based on information and belief, other Class Members and Aggrieved Employees were consistently suffered and permitted to take meal periods past the fifth hour of work and/or had their meal periods interrupted, cut short, restricted to DEFENDANTS' premises and/or otherwise on duty due to commentary from supervisors, understaffing, the nature and constraints of their job duties, and/or the need to meet DEFENDANTS' goals and expectations.

52. Based on information and belief, DEFENDANTS implemented policies and/or practices that failed to relieve Class Members and Aggrieved Employees of all duties and DEFENDANTS' control during unpaid meal periods.

53. Based on information and belief, DEFENDANTS required Class Members and Aggrieved Employees to complete off-the-clock work prior to their scheduled shift time which DEFENDANTS failed to take into account when scheduling meal periods for Class Members and Aggrieved Employees. Based on information and belief, meal periods were late, in part due to unaccounted pre-shift off-the-clock work.

54. Based on information and belief, despite DEFENDANTS' failure to provide lawful meal periods, DEFENDANTS implemented a policy and/or practice of rounding the start and end times of PLAINTIFF's and other Class Members' and Aggrieved Employees' meal periods and/or automatically deducting at least thirty minutes per shift for missed and/or otherwise unlawful meal periods despite having actual and/or constructive knowledge that PLAINTIFF and other Class Members and Aggrieved Employees did not receive lawful meal periods.

55. Moreover, per DEFENDANTS' uniform policy and practice, Class Members and Aggrieved Employees who worked shifts of more than ten hours did not receive a second legally compliant thirty (30) minute second meal period.

56. Based on information and belief, DEFENDANTS failed to instruct PLAINTIFF and other Class Members and Aggrieved Employees as to the timing and duty-free nature of meal periods. Based on further information and belief, DEFENDANTS did not have a written meal period policy, nor did DEFENDANTS have any sort of compliant policy in practice.

57. Moreover, based on information and belief, DEFENDANTS failed to keep accurate records of the true start and end times of PLAINTIFF's and Class Members and Aggrieved Employees' meal periods. Based on information and belief, to the extent meal period were recorded, DEFENDANTS illegally rounded the start and end times of purported meal periods resulting in PLAINTIFF and other Class Members and Aggrieved Employees not being paid for all time worked as well as late and/or shortened meal periods. *See Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

58. Based on information and belief, DEFENDANTS had actual and/or constructive knowledge that its policies and practices resulted in the denial of uninterrupted meal periods which were free of DEFENDANTS' control owed to PLAINTIFF and other Class Members and Aggrieved Employees, in violation of California's meal period laws.

59. DEFENDANTS failed to pay PLAINTIFF and other Class Members and Aggrieved Employees, an additional hour of wages at their respective regular rates of compensation for each workday a lawful meal period was not provided. DEFENDANTS either failed to pay a meal period premium at all for each workday a lawful meal period was not provided and/or failed to pay the proper meal period premium for failure to incorporate all non-discretionary remuneration, including but not limited to, bonuses, shift differential pay and/or other non-discretionary compensation into the regular rate or compensation for purposes of calculating the owed meal period premium.

60. **Rest Period Violations**. DEFENDANTS did not properly authorize and provide PLAINTIFF and other Class Members and Aggrieved Employees with legally compliant rest periods at a rate of every four (4) hours worked or major fraction thereof, that insofar as practicable,

are provided in the middle of the work period, as required by law.

61. PLAINTIFF and other Class Members and Aggrieved Employees were not adequately informed, authorized, instructed about, nor permitted an opportunity to take proper rest periods per California law. Based on information and belief, DEFENDANTS had no policy in place nor instruction as to the taking of duty-free rest periods.

62. Based on information and belief, DEFENDANTS did not have a have a compliant written rest period policy, nor did DEFENDANTS have any sort of compliant rest period policy in practice.

63. For example, based on information and belief, Class Members and Aggrieved Employees were at times unable to take compliant rest periods due to their need to complete assigned job duties and/or were unable to take a net ten-minute rest period in a suitable rest area and/or had purported rest periods restricted to DEFENDANTS' premises.

64. For example, based on information and belief, DEFENDANTS required PLAINTIFF and other Class Members and Aggrieved Employees to monitor cell phones, walkie-talkies, pagers and/or other work communication devices and/or otherwise required Class Members and Aggrieved Employees to remain on duty during purportedly off-duty rest periods, in violation of California rest period law.

65. Based on further information and belief, PLAINTIFF and other Class Members and Aggrieved Employees were restricted to the worksite premises during purportedly off-duty rest periods, and as such, were not relieved of all duties and DEFENDANTS' control during purportedly off-duty rest periods, in violation of California rest period law.

66. Based on information and belief, Class Members and Aggrieved Employees' rest periods were interrupted, cut short, on duty, restricted to premises and/or late due to understaffing, the nature and constraints of their job duties, and/or due to commentary from supervisors/managers pressuring them to skip rest periods completely or otherwise take non-compliant rest periods.

67. Moreover, DEFENDANTS failed to provide any form of a third rest period on shifts lasting longer than ten hours.

68. Based on information and belief, DEFENDANTS implemented policies and/or

practices that failed to relieve PLAINTIFF and other Class Members and Aggrieved Employees of all duties and DEFENDANTS' control during rest periods.

69. For example, as explained above, based on information and belief, PLAINTIFF and other Class Members and Aggrieved Employees were required to monitor and respond to work communication devices and/or were restricted to DEFENDANTS' premises during any rest periods, and therefore were not relieved of all duties and DEFENDANTS' control during any rest periods, in violation of California rest period law.

70. Based on information and belief, Class Members and Aggrieved Employees were pressured to complete their work duties according to a designated schedule such that rest periods were only taken once tasks were completed, and/or as time permitted.

71. Furthermore, DEFENDANTS failed to pay a rest period premium for each day in which PLAINTIFF and Class Members and Aggrieved Employees experienced a missed/unlawful rest period in violation of California law. DEFENDANTS either failed to pay a rest period premium at all for each workday a proper rest period was not provided and/or failed to pay the proper rest period premium for failure to incorporate all non-discretionary remuneration, including but not limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into the regular rate of compensation for purposes of calculating the owed rest period premium.

72. **Failure to Timely Pay All Wages Upon Separation of Employment**. Based on information and belief, DEFENDANTS failed to timely pay Class Members and Aggrieved Employees all wages that were due and owing upon termination or resignation. Based on information and belief, DEFENDANTS untimely provide final wages to Class Members and Aggrieved Employees without regard to the timing requirements of Labor Code sections 201-202.

73. Upon separation of employment, Class Members and Aggrieved Employees' final paychecks were not timely provided and/or were not timely provided with all owed vacation pay and/or paid time off. Moreover, PLAINTIFF's and Class Members' and Aggrieved Employees' final paychecks, once provided, did not include all wages owed as they were devoid of, including but not limited to, all owed minimum wages, overtime wages, premium wages, vacation pay, and all owed sick leave and/or paid time off wages at the properly accrued rates.

74. For example, DEFENDANTS did not furnish PLAINTIFF with any final paycheck within the time limits prescribed by Labor Code sections 201 and/or 202, and PLAINTIFF's late final paycheck was devoid of all wages owed, including but not limited to, devoid of all wages owed, including without limitation, all owed minimum wages, overtime wages, premium wages, vacation pay, all owed sick leave and/or paid time off wages at the properly accrued rates, (including but not limited to, all owed vacation pay/paid time off paid at the final rate including non-discretionary compensation, including but not limited to, any shift differential pay).

75. Based on further information and belief, DEFENDANTS failed to timely provide all owed wages immediately upon discharge of employment. Based in information and belief, at times, Class Members and Aggrieved Employees experienced breaks in employment caused by DEFENDANTS whereby Class Members and Aggrieved Employees would not be called in for work for longer than a single pay period due to including but not limited to DEFENDANTS' lack of work or lack of assignments. Such instances qualify as a discharge of employment. Yet, DEFENDANTS failed to timely pay all owed wages at the end of such periods of employment, in violation of including but not limited to Labor Code section 201-202.

76. These violations subject DEFENDANTS to civil penalties under Labor Code section 203, 210, and/or 256.

77. **Unreimbursed Business Expenses**. Based on information and belief, DEFENDANTS required PLAINTIFF and Class Members and Aggrieved Employees to incur business expenses as a direct consequence of the performance of their job duties without providing reimbursement, in violation of Labor Code section 2802. Based on information and belief, PLAINTIFF and Class Members and Aggrieved Employees were improperly required to provide and maintain work tools that are supposed to be the responsibility of the employer.

78. Based on information and belief, DEFENDANTS shifted the costs of doing business onto PLAINTIFF and other Class Members and Aggrieved Employees requiring them to pay for business expenses. including but not limited to, uniforms/work clothing/work shoes/personal protective/safety gear and the use of Class Members and Aggrieved Employees' personal cell phones/mobile devices, internet and/or data usage for work-related purposes, including but not

limited to, to receive and respond to work-related messages and/or phone calls.

79. For example, based on information and belief, PLAINTIFF and other Class Members and Aggrieved Employees were frequently required to make and/or receive and respond to work-related calls and/or messages from supervisors and/or other Class Members and Aggrieved Employees regarding scheduling and/or other work tasks and/or were required to download and use work-related applications but were not reimbursed by DEFENDANTS at all and/or in full for these business expenses.

80. For example, PLAINTIFF was frequently required to receive and respond to work-related calls and/or messages on PLAINTIFF's personal cell phone/mobile device but was not reimbursed by DEFENDANTS at all and/or in full for these business expenses.

81. Also, DEFENDANTS required PLAINTIFF to download and use work-related application(s) on his personal cell phone/mobile device, such as but not limited to, timekeeping application(s), however, DEFENDANTS failed to provide any and/or full reimbursement for these business expenses.

82. Based on information and belief, Class Members and Aggrieved Employees were not reimbursed for the cost of purchasing and/or maintaining their own hand tools and/or equipment required to perform their assigned job duties and/or for the costs of purchasing and/or maintaining work uniforms/clothing/shoes and/or protective gear (e.g., work shoes/boots and/or gloves and/or face masks).

83. Based on information and belief, at times, Class Members and Aggrieved Employees were not reimbursed for the business use of their personal vehicles, including mileage, wear and tear and/or cost of fuel when they were required to drive around and/or between and/or around job sites/DEFENDANTS' facilities and/or otherwise use their personal vehicles in carrying out the duties assigned by DEFENDANTS. As such, DEFENDANTS failed to compensate Class Members and Aggrieved Employees at the legally mandated Internal Revenue Service (IRS) per mile compensation rates in effect during the relevant period.

84. As explained above, based on information and belief, Class Members and Aggrieved Employees were not reimbursed for the cost of using their personal phone for work-related purposes

and/or the cost of purchasing and/or maintaining work uniforms/work clothing/work shoes, personal protective/safety gear.

85. Based on information and belief, DEFENDANTS regularly failed to reimburse and indemnify Class Members and Aggrieved Employees for business expenses. Pursuant to California Labor Code section 2802, PLAINTIFF and Class Members and Aggrieved Employees were entitled to be reimbursed for all reasonable expenses associated with carrying out DEFENDANTS' orders and/or carrying out the duties assigned by DEFENDANTS.

86. DEFENDANTS' failure to provide Class Members and Aggrieved Employees with full reimbursement for all reasonable expenses associated with carrying out their duties required that Class Members and Aggrieved Employees subsidize and/or carry the burden of business expenses in violation of Labor Code section 2802.

87. PLAINTIFF is informed and believes and alleges thereon that DEFENDANTS engaged in these same herein described unlawful practices and that DEFENDANTS applied these same herein described unlawful practices to all of its employees that it applied to PLAINTIFF.

FIRST CAUSE OF ACTION

Recovery of Unpaid Minimum Wages and Liquidated Damages
(By PLAINTIFF and the Class Members Against all DEFENDANTS)

88. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

89. It is fundamental that an employer must pay its employees for all time worked. California Labor Code sections 218 and 218.5 provide a right of action for nonpayment of wages. Labor Code section 222 prohibits the withholding of part of a wage. Labor Code section 224 only permits deductions from wages when the employer is required or empowered to do so by state or federal law or when the deduction is expressly authorized in writing by the employee for specified purposes that do not have the effect of reducing the agreed upon wage. Labor Code section 223 prohibits the pay of less than a statutory or contractual wage scale.

90. Pursuant to California Labor Code sections 1194 and 1197, and the Industrial Wage Commission ("IWC") Wage Orders, an employer must pay its employees for all hours worked, up to 40 hours per week or 8 hours per day, at a regular rate no less than the mandated minimum wage. Payment to an employee of less than the applicable minimum wage for all hours worked in a payroll

period is unlawful.

91. DEFENDANTS violated California's minimum wage laws by failing to compensate PLAINTIFF and the Class Members for all hours worked by virtue of, among other things, DEFENDANTS' time rounding, automatic deduction for meal periods, off-the-clock/unpaid work completed during meal periods, other pre-shift, post-shift and/or otherwise off-the-clock work, and/or payment according to scheduled hours worked rather than actual hours worked (described above), which resulted in the failure to account for all hours worked and thus the denial of minimum wages.

92. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFF and Class Members for all hours worked.

93. Based on information and belief, DEFENDANTS had actual or constructive knowledge that its time-rounding policies and practices, auto-deduction policies and practices for meal periods, failure to relieve employees of all duties and employer control during unpaid meal periods, policy and practice of payment according to scheduled work time rather than actual work time, and/or other mandated off-the-clock work resulted in the underpayment of minimum wages owed to PLAINTIFF and other Class Members.

94. Pursuant to Labor Code sections 1194 and 1194.2, PLAINTIFF and the Class Members are entitled to recover all unpaid minimum wages and liquidated damages thereon, plus attorney's fees and costs, in an amount to be proved at trial.

SECOND CAUSE OF ACTION

Recovery of Unpaid Overtime Wages
(By PLAINTIFF and the Class Members Against all DEFENDANTS)

95. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

96. Employees in California must be paid overtime, equal to one and one-half times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh consecutive day of work in a workweek, and they must be paid double the regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) on the seventh consecutive day of work in a workweek, unless they are exempt.

97. PLAINTIFF and the Class Members worked overtime hours for which they were not compensated by DEFENDANTS by virtue of, among other things, DEFENDANTS' time rounding, automatic deduction for meal periods, off-the-clock/unpaid work completed during meal periods, other pre-shift, post-shift and/or otherwise off-the-clock work, and/or payment according to scheduled hours worked rather than actual hours worked (described above), and/or other unlawful policies and/or practices described above which resulted in unpaid minimum and overtime wages which resulted in the failure to account for all hours worked and thus the denial of all owed overtime wages.

98. Based on information and belief, DEFENDANTS failed to pay twice Class Members' regular rate(s) of pay for time worked beyond twelve (12) hours per workday and for time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in violation of California's overtime laws.

99. Based on further information and belief as explained above, DEFENDANTS failed to comply with and/or failed to properly implement an AWS, which resulted in unpaid overtime wages and/or double time wages owed to Class Members as alleged above.

100. Based on information and belief, DEFENDANTS further violated California's overtime wage laws by failing to incorporate all non-discretionary compensation, including but not limited to, non-discretionary bonus compensation, shift differentials, and/or other non-discretionary compensation into the regular rate of pay used to calculate the overtime rate of pay. Failing to include non-discretionary compensation into the regular rate of pay resulted in a miscalculation of the overtime wage rate, resulting in the underpayment of overtime wages owed to PLAINTIFF and other Class Members.

101. DEFENDANTS' conduct described above is in violation of California Labor Code sections 510, 511, and 1194 and all applicable Wage Orders.

102. PLAINTIFF and the Class Members are entitled to recover all unpaid overtime wages, plus attorney's fees and costs, in an amount to be proved.

<u>THIRD CAUSE OF ACTION</u>

Failure to Provide Meal Periods or Compensation in Lieu Thereof
(By PLAINTIFF and the Class Members Against all DEFENDANTS)

103. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

104. Pursuant to Labor Code section 512 and all applicable IWC Wage Orders, DEFENDANTS were required to provide PLAINTIFF and the Class Members with one 30-minute meal break free from all duties and employer control for all shifts longer than 5 hours, and a second 30-minute meal break free from all duties for all shifts longer than 10 hours. Meal periods can be waived, but only under the following circumstances: (1) if an employee's total work period in a day is over five (5) hours but no more than six (6) hours, the required meal period may be waived by mutual consent of the employer and employee, and (2) if an employee's total work period in a day is over ten (10) hours but no more than twelve (12) hours, the required second meal period may be waived by mutual consent of the employer and employee, but only if the first meal period was not waived. Employers covered by the Wage Orders have an obligation to both (1) relieve their employees for at least one meal period for shifts over five hours (see above), and (2) to record having done so.

105. Employers must pay employees an additional hour of wages at the employees' regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted meal period, first meal period provided after five (5) hours, second meal period provided after 10 hours). Lab. Code § 226.7.

106. As explained above, PLAINTIFF and other Class Members were consistently unable to take timely, off duty, thirty-minute, uninterrupted first and second meal periods, often being forced to take late meal periods, interrupted meal periods, and/or work through part or all of their meal periods due to understaffing, the nature and constraints of their job duties, and/or commentary from supervisors pressuring them to take non-compliant meal periods or skip meal periods completely.

107. Based on information and belief, DEFENDANTS had and continue to have a policy of rounding the start and end times of employees' meal periods and/or automatically deducting thirty minutes per shift despite having actual and/or constructive knowledge that PLAINTIFF and Class Members did not receive compliant meal periods.

108. Moreover, based on information and belief, Class Members did not receive a timely,

uninterrupted second meal period when working shifts over ten (10) hours in a workday.

109. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS had actual and/or constructive knowledge that its time-rounding and auto-deduction policies and practices, other unlawful policies and practices resulted in the denial of compliant meal periods in violation of California's meal period laws.

110. DEFENDANTS also failed to pay premiums for missed/otherwise unlawful meal periods in violation of California law and/or failed to pay the proper meal period premium for failure to incorporate all non-discretionary remuneration including but not limited to, bonuses, shift differential pay and/or other non-discretionary compensation into the regular rate or compensation for purposes of calculating the owed meal period premium.

111. As a result, under Labor Code section 226.7, PLAINTIFF and the Class Members are entitled to one additional hour's pay at the employee's regular rate of compensation for each day a meal period was missed, late, interrupted, or otherwise unlawful, plus attorneys' fees and costs, all in an amount to be proved at trial.

FOURTH CAUSE OF ACTION

Failure to Provide Rest Periods or Compensation in Lieu Thereof
(By PLAINTIFF and the Class Members Against all DEFENDANTS)

112. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

113. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period "insofar as practicable." In *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012), the California Supreme Court held that employees are entitled to a 10-minute paid rest period for shifts from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at 1029). The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257.

114. If the employer fails to provide any required rest period, the employer must pay the

employee one hour of pay at the employee's regular rate of compensation for each workday the employer did not provide at least one legally required rest period, pursuant to Labor Code section 226.7.

115. Moreover, under California law rest periods must be a "net" ten minutes in a suitable rest area. *Id.* at 268 (relying on January 3, 1986 and February 22, 2002 Division of Labor Standards Enforcement (DLSE) Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what "net" ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; see also, *Bufil v. Dollar Fin. Grp., Inc.,* (2008) 162 Cal. App. 4th 1193, 1199 (the "onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to its employees.").

116. PLAINTIFF and the Class Members did not receive legally compliant, timely 10-minute rest periods for every four (4) hours worked or major fraction thereof. As explained above, any purported rest periods were late, interrupted, cut short, on duty, and/or otherwise subject to DEFENDANTS' control due to the nature and constraints of Class Members' job duties, understaffing, and/or commentary from supervisors pressuring PLAINTIFF and Class Members to skip rest periods completely or otherwise take non-compliant rest periods.

117. Based on information and belief, DEFENDANTS implemented policies and/or practices that failed to relieve PLAINTIFF and other Class Members of all duties and employer control during rest periods. Based on further information and belief, Class Members were pressured to complete their work duties according to a designated schedule such that rest periods were only taken once tasks were completed, and/or as time permitted.

118. As a result, PLAINTIFF and Class Members did not receive legally compliant first, second, or third rest periods as required by California law.

119. Moreover, based on information and belief, DEFENDANTS failed to pay a rest period premium to PLAINTIFF and other Class Members for each workday in which there was a

missed or otherwise unlawful rest period. Based on further information and belief, when a rest premium was paid, DEFENDANTS failed to include non-discretionary compensation including but not limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into the regular rate of compensation for purposes of determining the owed rest period premium.

120. DEFENDANTS are therefore liable to PLAINTIFF and the Class Members for one hour of additional pay at the regular rate of compensation for each workday that a required rest period was not provided, pursuant to California Labor Code section 226.7 and the applicable Wage Order, plus pre-judgment interest, plus attorneys' fees and costs, all in an amount to be proved at trial.

FIFTH CAUSE OF ACTION

Failure to Timely Pay All Wages Due Upon Separation of Employment

(By PLAINTIFF and the Class Members Against all DEFENDANTS)

121. PLAINTIFF incorporates all preceding paragraphs as if fully set forth herein.

122. California Labor Code section 201(a) provides, in relevant part, that "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

123. California Labor Code section 202(a) provides, in relevant part, that "[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, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting."

124. Based in information and belief, DEFENDANTS failed and continue to fail to timely pay final wages to PLAINTIFF and Class Members upon separation of employment in violation of Labor Code section 201-202. Moreover, final paychecks once provided to PLAINTIFF and Class Members do not include all wages owed as they are devoid of, including but not limited to, all owed minimum wages, overtime wages, premium wages, vacation pay, and all owed sick leave and/or paid time off wages at the properly accrued rates.

125. Under Labor Code section 203, PLAINTIFF and the Class Members who are no longer employed by DEFENDANTS are entitled to recover waiting time penalties of up to 30 days'

pay, plus attorney's fees and costs, in an amount to be proved at trial.

<u>SIXTH CAUSE OF ACTION</u>
Failure to Reimburse Business Expenses
(By PLAINTIFF and the Class Members Against all DEFENDANTS)

126. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

127. California law requires employers to indemnify their employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of their duties or of their obedience to the directions of the employer. *See* Cal. Lab. Code s. 2802 and all applicable Wage Orders section 9(b). Furthermore, "for purposes of [section 2802], the term 'necessary expenditure or losses' shall include all reasonable costs, including, but not limited to, attorneys' fees incurred by the employee enforcing the rights granted by this section."

128. Among other things, under California law, when employees must use their personal cellphones for work-related purposes, the employer must reimburse them for a reasonable percentage of their cell phone bills. See *Cochran v. Schwan's Home Services*, Inc. (2014) 228 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was required to use their personal cellphone for work-related purposes and not reimbursed for the use. Id. 1144-1145. California law also requires employers to reimburse employees for automobile expenses incurred for the business use of personal vehicles, such as for mileage, gas, and the wear and tear on the vehicle. *See Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554.

129. As described above, PLAINTIFF and the Class Members were improperly required to pay for business expenses that are legally the responsibility of the employer.

130. DEFENDANTS' failure to provide PLAINTIFF and the Class Members with full reimbursement for all reasonable expenses associated with carrying out their duties required that PLAINTIFF and the Class Members subsidize and/or carry the burden of business expenses in violation of Labor Code section 2802.

131. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and the Class Members have suffered injury in that they were not completely reimbursed as mandated by California law.

132. Pursuant to California Labor Code section 2802, PLAINTIFF and the Class Members

are entitled to recover the full amount of reimbursable expenses due, in addition to reasonable attorneys' fees, and costs of suit.

SEVENTH CAUSE OF ACTION
Failure to Issue Accurate Itemized Wage Statements
(By PLAINTIFF and the Class Members Against all DEFENDANTS)

133. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

134. California Labor Code Section 226(a) requires DEFENDANTS to provide itemized wage statements at the time of payment of wages, which includes, but is not limited to the following: gross wages earned, the correct total hours worked by the employee, the correct net wages earned, the inclusive dates of the period for which the employee is paid, the name and address of the correct legal entity that is the employer, all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate by the employee.

135. As a result of the violations alleged herein, DEFENDANTS failed to provide PLAINTIFF and Class Members with accurate itemized wage statements containing all of the information required by Labor Code section 226(a).

136. PLAINTIFF and Class Members have been injured by DEFENDANTS' failure to provide all of the requisite information on its itemized wage statements in that such failure, inter alia: (1) masks possible and actual underpayments to PLAINTIFF and Class Members; (2) makes it difficult for PLAINTIFF and Class Members to verify that they have in fact been paid the proper amounts owing for all hours worked. DEFENDANTS' conduct was done knowingly, intentionally, and with the design to harm PLAINTIFF, as DEFENDANTS are aware of California law.

137. Pursuant to the foregoing, PLAINTIFF and Class Members are entitled to recover from DEFENDANTS the greater of their actual damages caused by DEFENDANTS' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

EIGHTH CAUSE OF ACTION
Unfair Competition
(By PLAINTIFF and the Class Members Against all DEFENDANTS)

138. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

139. DEFENDANTS' unlawful conduct alleged herein constitutes unfair competition

within the meaning of California Business and Professions Code section 17200 *et seq*. This unfair conduct includes all unlawful conduct alleged herein, including but not limited to: DEFENDANTS' failure to pay minimum and overtime wages by virtue of its illegal policies and practices; DEFENDANTS' failure to authorize or permit, or provide, all required meal and rest periods or pay proper premiums in lieu thereof; DEFENDANTS' failure to reimburse business expenses; DEFENDANTS' failure to timely pay all wages owed upon separation of employment; and DEFENDANTS' failure to provide paid sick leave (or paid time off in lieu thereof) at the properly accrued rates (due to, including but not limited to, DEFENDANTS' failure to incorporate all non-discretionary compensation into the sick pay calculation and failure to base the accrued sick leave on the correct number of hours worked as a result of DEFENDANTS' time-rounding/auto deduction policies and practices, payment according to scheduled hours worked and/or other off-the-clock work policies and practices).

140. Due to DEFENDANTS' unfair and unlawful business practices in violation of the California Labor Code, DEFENDANTS have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their obligations to authorize or permit rest periods and meal periods or pay proper meal and rest period premiums in lieu thereof, to properly accrue and pay sick time benefits, to reimburse employees for all business expenses, to pay all owed minimum and overtime wages and to pay all wages due upon separation of employment of their employees.

141. As a result of DEFENDANTS' unfair competition as alleged herein, PLAINTIFF and Class Members have suffered injury in fact and lost money or property, as described in more detail above. Pursuant to California Business and Professions Code section 17200, *et seq*., PLAINTIFF and Class Members are entitled to restitution of all wages and other monies rightfully belonging to them that DEFENDANTS failed to pay and wrongfully retained by means of their unlawful and unfair business practices.

PLAINTIFF also seeks an injunction against DEFENDANTS on behalf of the Class Members, enjoining DEFENDANTS and any and all persons acting in concert with them from engaging in each of the unlawful practices and policies set forth herein.

NINTH CAUSE OF ACTION

VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE SECTIONS 2698, *ET SEQ*.

(On behalf of PLAINTIFF, Aggrieved Employees and the State of California against all DEFENDANTS)

142. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

143. PLAINTIFF brings this action under the Private Attorneys General Act of 2004, Labor Code sections 2698, et seq., ("PAGA"), as a representative action on behalf of PLAINTIFF, the State of California and Aggrieved Employees, regarding violations of the California Labor Code as set forth herein as to all Aggrieved Employees. Said "Aggrieved Employees" include:

> All current and former non-exempt employees that worked either directly or via a staffing agency for any DEFENDANTS at any location in California at any time from one year from the filing of the initial Complaint through the present ("PAGA Period").

144. PLAINTIFF is an "aggrieved employee," as that term is defined under Labor Code section 2699(c) in effect at the time of the filing of the initial Complaint, as PLAINTIFF was employed by DEFENDANTS and suffered all of the Labor Code violations set forth herein. Accordingly, PLAINTIFF seeks to recover on behalf of the State of California and all Aggrieved Employees, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs. PLAINTIFF has standing to bring a PAGA cause of action on behalf of PLAINTIFF, the State of California, and all Aggrieved Employees, as PLAINTIFF was jointly employed by DEFENDANTS and is thereby affected by all of the alleged violations. A PAGA plaintiff has authority to seek penalties for all known violations committed by the employer - regardless of whether Plaintiff experienced all violations personally.

COMPLIANCE WITH PAGA'S NOTIFICATION REQUIREMENTS

145. On October 8, 2024, PLAINTIFF, through counsel, gave written notice by online filing with the California Labor and Workforce Development Agency ("LWDA") informing it that DEFENDANTS failed to comply with California's labor laws with regard to the allegations alleged in this Complaint ("PAGA Notice"). The PAGA Notice is based on the factual allegations in, and relates back to the filing of, the original Complaint on August 9, 2023. *Amaral v. Cintas Corp.* No. 2, 163 Cal.App.4th 1157; *Hutcheson v. Superior Court* (2022) 74 Cal.App.5th 932.

146. The LWDA did not provide notice of its intention to investigate DEFENDANTS'

violations after expiration of the statutorily-mandated waiting-time period(s), or at any time. To the extent any of the alleged violations were curable, DEFENDANTS failed to cure within the time allotted by PAGA. Accordingly, PLAINTIFF has exhausted the administrative remedies as required by Labor Code section 2699.3. Consequently, PLAINTIFF's right to file the instant lawsuit against DEFENDANTS has duly accrued.

147. PLAINTIFF seeks to recover the PAGA civil penalties for violations experienced by Aggrieved Employees through a representative action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th 969. Therefore, class certification of the PAGA claims is not required.

148. From one year prior to PLAINTIFF's filing of the required PAGA notice with the LWDA, and continuing through the present, as alleged herein, DEFENDANTS violated California Labor Code sections, 201-204, 226, 226.7, 510, 511, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802, 2810.5, and all applicable Wage Orders.

149. As set forth above, DEFENDANTS have committed numerous violations of the California Labor Code due to including but not limited to their failure to pay all owed minimum wages and all owed overtime wages, failure to provide lawful meal and rest periods or compensation in lieu thereof, failure to reimburse business expenses, failure to provide accurate itemized wage statements, and failure to pay all wages owed upon separation of employment as alleged above. PAGA penalties are in addition to any other relief available under the Labor Code.

150. Under the provisions of PAGA and the above mentioned Labor Code sections, including but not limited to Labor Code sections 201-204, 226, 226.7, 510, 511, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802, 2810.5, and all applicable Wage Orders as well as all interpretations of these laws by California Courts and administrative bodies, as well as any other law that is enforceable through PAGA, DEFENDANTS are liable for the following penalties:

a. All statutorily-specified penalties recoverable under PAGA based on the facts alleged herein as enumerated in the relevant California Labor Code provisions listed herein to the extent permitted by the PAGA statute, pursuant to Labor Code section 2699(a); and

b. Default PAGA penalties for any violation of the enumerated list of Labor Code violations without a civil penalty recoverable under the PAGA, all in the default amounts provided by Labor Code section 2699(f).

151. Pursuant to Labor Code section 2699(k), and/or any and all other applicable laws, PLAINTIFF is entitled to recover civil penalties, costs, and attorney's fees.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays for relief and judgment, on behalf of PLAINTIFF and Class Members and Aggrieved Employees as follows:

1. For an order that the action be certified as a class action;
2. For an order that PLAINTIFF be appointed as class representative;
3. For an order that counsel for PLAINTIFF be appointed as class counsel;
4. For compensatory damages according to proof;
5. For liquidated damages according to proof;
6. For penalties according to proof;
7. For an order requiring DEFENDANTS to make restitution of all amounts wrongfully withheld from PLAINTIFF and the Class Members;
8. For an order finding DEFENDANTS have engaged in unfair competition in violation of section 17200, *et seq.*, of the California Business and Professions Code;
9. For an order enjoining DEFENDANTS from further acts of unfair competition;
10. For pre-judgment interest as permitted by law;
11. For attorney's fees and costs reasonably incurred; and
12. For civil penalties under Labor Code Section 2699; and

13. For such other and further relief that the Court deems just and proper.

Dated: December 12, 2024 **CROSNER LEGAL, PC**

By: ______________________________

Sepideh Ardestani, Esq.
Jamie K. Serb, Esq.
Zachary M. Crosner, Esq.

Attorneys for Plaintiff,
AZIEL JOEY GOMEZ PEREZ

DEMAND FOR JURY TRIAL

PLAINTIFF demands a trial by jury on all claims so triable.

Dated: December 12, 2024 **CROSNER LEGAL, PC**

By: ______________________________

Sepideh Ardestani, Esq.
Jamie K. Serb, Esq.
Zachary M. Crosner, Esq.

Attorneys for Plaintiff,
AZIEL JOEY GOMEZ PEREZ

Exhibit B

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Attorneys for Plaintiff AZIEL JOEY GOMEZ PEREZ
As an individual and on behalf of all others
similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

AZIEL JOEY GOMEZ PEREZ, as an individual and on behalf of all others similarly situated,

Plaintiff,

v.

QANTAS AIRWAYS LIMITED, an Australian corporation; and DOES 1-100, inclusive,

Defendants.

Case No.: 23STCV18974

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT FOR:

1. **Recovery of Unpaid Minimum Wages and Liquidated Damages**
2. **Recovery of Unpaid Overtime Wages**
3. **Failure to Provide Meal Periods or Compensation in Lieu Thereof**
4. **Failure to Provide Rest Periods or Compensation in Lieu Thereof**
5. **Failure to Timely Pay All Wages Due Upon Separation of Employment**
6. **Failure to Reimburse Business Expenses** ~~*and*~~
7. **Failure to Issue Accurate Itemized Wage Statements**
8. **Unfair Competition** ***and***
9. **Violation of the Private Attorneys General Act of 2004**

DEMAND FOR JURY TRIAL

Plaintiff, AZIEL JOEY GOMEZ PEREZ, ("PLAINTIFF"), an individual on behalf of PLAINTIFF, and all other similarly situated Class Members (as defined below) and Aggrieved Employees (defined below), hereby files this First Amended Complaint against Defendants QANTAS AIRWAYS LIMITED, an Australian corporation; and DOES 1-100, inclusive, (collectively referred to herein as "DEFENDANTS"). PLAINTIFF is informed and believes and thereon alleges as follows:

JURISDICTION AND VENUE

1. This court possesses original subject matter jurisdiction over this matter. Venue is proper in the County of Los Angeles pursuant to California Code of Civil Procedure section 395.5 because DEFENDANTS transact business within this judicial district, DEFENDANTS employed PLAINTIFF to work in this judicial district and some of the acts, omissions, and conduct alleged by PLAINTIFF herein occurred in this this judicial district. *See also Crestwood Behavioral Health, Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069 (venue in a PAGA action is proper in any county where the defendants committed Labor Code violations against some of its employees).

THE PARTIES

2. PLAINTIFF is, and at all relevant times, was an individual domiciled in the State of California and a citizen of the State of California.

3. PLAINTIFF is a former employee of DEFENDANTS. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with a job title of Aircraft Maintenance Engineer and/or a similar title(s) and/or position(s) from on or around February 18, 2019, through on or around September 13, 2021. PLAINTIFF worked for DEFENDANTS at DEFENDANTS' Los

Angeles, California location(s) located at Los Angeles International Airport (LAX). PLAINTIFF regularly worked at least ten (10) hours per day.

4. Defendant QUANTAS AIRWAYS LIMITED is an Australian corporation that, at all relevant times, was authorized to do business within the State of California and is doing business in the State of California.

5. DEFENDANTS own, operate, manage and/or staff its employees to work at the terminals, offices, facilities and/or other locations and/or other location(s) in California, including but not limited to, terminals, offices, facilities and/or other locations in Los Angeles, California. DEFENDANTS operate out of including but not limited to, airports located throughout California, including but not limited to, the terminal(s), offices, facilities, and/or location(s) at LAX in Los Angeles, California.

6. The true names and capacities of the DOE Defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to PLAINTIFF, who therefore sues each such Defendant by said fictitious names. Each of the Defendants designated herein as a DOE is legally responsible for the unlawful acts alleged herein. PLAINTIFF will seek leave of Court to amend this Complaint to reflect the true names and capacities of the Doe Defendants when such identities become known.

7. PLAINTIFF is further informed and believes that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this complaint. PLAINTIFF is further informed and believes and thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above, and that at all relevant times, each Defendant knew or should have known about, authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

JOINT LIABILITY

8. Under California law, the definition of the terms "to employ" are broadly construed under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to exercise control over the wages, hours or working conditions; (2) to suffer of permit to work; or (3) to engage, thereby creating a common law employment relationship. See, *Martinez v. Combs*, 49 Cal.4th 35, 64 (2010). One reason that the IWC defined "employer" in terms of exercising control was to reach situations in which multiple entities control different aspects of the employment relationship. Supervision of the work, in the specific sense of exercising control over how services are properly performed, is properly viewed as one of the "working conditions" mentioned in the wage order. *Id.* at 76. A joint employer relationship exists, for example, when one entity (such as a temporary employment agency) hires and pays a worker, and the other entity supervises the work. *Id*. Moreover, the California Court of Appeal recently broadened the test for joint employment in California, applying a less stringent standard to what constitutes sufficient control by a business over its vendor's employees' wages and working conditions to render that business liable as a joint employer. See, *Medina v. Equilon Enterprises, LLC*, 68 Cal. App. 5th 868 (2021); "[i]f the putative joint employer instead exercises enough control over the intermediary entity to *indirectly* dictate the wages, hours, or working conditions of the employee, that is a sufficient showing of joint employment," *Id.* at 875 [emphasis added].

9. During PLAINTIFF's employment by DEFENDANTS, PLAINTIFF and the Class Members ~~(~~and Aggrieved Employees (each defined below) were jointly employed by DEFENDANTS for purposes of the Wage Orders, under the alternative definitions of "to employ" adopted by the California Supreme Court in *Martinez*, supra. As discussed below, these DEFENDANTS (1) exercised control over wages, hours and working conditions of PLAINTIFF and the Class Members and Aggrieved Employees; (2) suffered or permitted PLAINTIFF and Class Members and Aggrieved Employees to work for them; and (3) engaged PLAINTIFF and Class Members and Aggrieved Employees to work for them.

10. PLAINTIFF is informed and believes, and thereon alleges that at all relevant times DEFENDANTS operated as a single integrated enterprise with common ownership and centralized human resources. As a result, DEFENDANTS utilized the same unlawful policies and

practices across all of their locations/facilities and subjected all of the Class Members and Aggrieved Employees to these same policies and practices regardless of the location(s) where they worked. Among other things, PLAINTIFF is informed and believes that: (1) there is common ownership in, and financial control, in DEFENDANTS' companies, (2) DEFENDANTS utilize common management, who have control over the day-to-day operations and employment matters, including the power to hire and fire, set schedules, issue employee policies, and determine rates of compensation across its locations in California; (3) DEFENDANTS utilize the same policies and procedures for all California employees, including issuing the same employee handbooks and other form agreements; (4) DEFENDANTS use at least some of the same Human Resources personnel and attorneys to oversee employment matters; and, (6) DEFENDANTS share employees.

11. PLAINTIFF is informed and believes, and thereon alleges that at all times relevant to this Complaint, DEFENDANTS were the joint employers of PLAINTIFF and the Class Members and Aggrieved Employees upon whose behalf PLAINTIFF brings these allegations and causes of action, in that DEFENDANTS, exercised sufficient control over ~~PLAINTIFF~~PLAINTIFF's and the Class Members' and Aggrieved Employees' wages, hours and working conditions, and/or suffered or permitted PLAINTIFF and the Class Members and Aggrieved Employees to work so as to be considered the joint employers of PLAINTIFF and the Class Members and Aggrieved Employees.

12. Upon information and belief, PLAINTIFF alleges that DEFENDANTS created a uniform set of policies, practices and/or procedures concerning, inter alia, hourly and overtime pay, time-keeping practices, meal and rest periods, reimbursement of business expenses and other working conditions that were distributed to, and/or applied to PLAINTIFF and the Class Members and Aggrieved Employees, and further that DEFENDANTS uniformly compensated and controlled the wages of PLAINTIFF and the Class Members and Aggrieved Employees in a uniform manner. DEFENDANTS collectively represented to PLAINTIFF and the Class Members and Aggrieved Employees that each was an "at-will" employee of DEFENDANTS, and that DEFENDANTS collectively retained the right to terminate PLAINTIFF's and Class Members'

and Aggrieved Employees' employment with or without cause. Upon information and belief, DEFENDANTS further collectively represented to PLAINTIFF and Class Members and Aggrieved Employees in writing the details of their compensation, and the manner in which they were to take meal and rest periods, the procedures required by DEFENDANTS collectively for recordation of hours worked and the policies applicable to PLAINTIFF and Class Members and Aggrieved Employees by which DEFENDANTS collectively would evaluate the wage rates of PLAINTIFF and Class Members and Aggrieved Employees.

13. Thus, DEFENDANTS collectively exercised the right to control the wages, hours and working conditions of PLAINTIFF and Class Members~~.~~ and Aggrieved Employees. As such, DEFENDANTS collectively held the right to control virtually every aspect of PLAINTIFF's and the Class Members' and Aggrieved Employees' employment, including the instrumentality that resulted in the illegal conduct for which PLAINTIFF seeks relief in this Complaint.

14. PLAINTIFF is informed and believes that DEFENDANTS exercised the same control over, applied the same policies and practices, and engaged in the same acts and omissions with regard to the other Class Members and Aggrieved Employees.

CLASS ALLEGATIONS

15. PLAINTIFF brings this action on behalf of PLAINTIFF, and all others similarly situated as a class action pursuant to Code of Civil Procedure section 382. The class PLAINTIFF seeks to represent are defined as follows and referred to as the "Class" or "Class Members":

> All current and former non-exempt employees that worked either directly or via a staffing agency for any one or more of the DEFENDANTS at any location in California at any time within the four years prior to the filing of the initial Complaint ("Class Period").

a. Numerosity. While the exact number of Class Members is unknown to PLAINTIFF at this time, the Class is so numerous that the individual joinder of all members is impractical under the circumstances of this case. PLAINTIFF is informed and believes the Class consists of at least 100 individuals.

b. Common Questions of Law and Fact. This lawsuit is suitable for class treatment because common questions of law and fact predominate over individual issues. Common questions include, but are not limited to, the following: (1) whether DEFENDANTS understated hours worked and failed to pay all amounts due to PLAINTIFF and the Class Members for wages earned, including minimum and overtime wages, under California law; (2) whether DEFENDANTS provided PLAINTIFF and the Class Members with all meal periods or premium payments in lieu thereof in compliance with California law; (3) whether DEFENDANTS provided PLAINTIFF and the Class Members with all rest periods or premium payments in lieu thereof, in compliance with California law; (4) whether DEFENDANTS timely paid PLAINTIFF and the Class Members all wages due upon separation of employment; (5) whether DEFENDANTS failed to reimburse PLAINTIFF and the Class Members for all business expenses; and (6) whether DEFENDANTS violated California Business and Professions Code sections 17200, *et seq*.

c. Ascertainable Class. The proposed Class is ascertainable as members can be identified and located using information in DEFENDANTS' business, payroll and personnel records.

d. Typicality. PLAINTIFF's claims are typical of the claims of the Class Members. PLAINTIFF suffered a similar injury as members of the Class as a result of DEFENDANTS' common practices regarding, *inter-alia*, failure to calculate and pay all owed minimum and overtime wages, failure to provide proper meal periods and rest periods or premium compensation in lieu thereof, failure to reimburse business expenses, and failure to timely pay all wages due upon separation of employment.

e. Adequacy. PLAINTIFF will fairly and adequately protect the interests of the Class Members. PLAINTIFF has no interests adverse to the interests of the other Class Members. Counsel who represent PLAINTIFF are competent and experienced in litigating similar class action cases and are California lawyers in good standing. Counsel for PLAINTIFF have the experience and resources to vigorously prosecute this case.

f. Superiority. A class action is superior to other available means for the fair and efficient adjudication of this controversy since individual joinder of all members of the class is impractical. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. Furthermore, as the damages suffered by each individual member of the Class may be relatively small, the expenses and burden of individual litigation would make it difficult or impossible for individual members of the Class to redress the wrongs done to them, while an important public interest will be served by addressing the matter as a class action. The cost to the court system of adjudication of such individualized litigation would be substantial. Individualized litigation would also present the potential for inconsistent or contradictory judgments. Finally, the alternative of filing a claim with the California Labor Commissioner is not superior, given the lack of discovery in such proceedings, the fact that there are fewer available remedies, and the losing party has the right to a trial de novo in the Superior Court.

FACTUAL AND LEGAL ALLEGATIONS

16. During the relevant period, PLAINTIFF, and each of the Class Members and Aggrieved Employees worked for DEFENDANTS in the State of California. At all times referenced herein, DEFENDANTS exercised control over PLAINTIFF and Class Members and Aggrieved Employees, and suffered and/or permitted them to work.

17. PLAINTIFF is a former employee of DEFENDANTS. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with a job title of Aircraft Maintenance Engineer

and/or a similar title(s) and/or position(s) from in or around February 18, 2019 through in or around September 13, 2021. PLAINTIFF worked for DEFENDANTS at DEFENDANTS' Los Angeles, California, facilities located at LAX. PLAINTIFF regularly worked at least ten (10) hours per day hours. DEFENDANTS paid PLAINTIFF an hourly rate for time counted by DEFENDANTS as hours worked. At all relevant times, PLAINTIFF was a non-exempt employee that was paid on an hourly basis for time counted by DEFENDANTS as hours worked.

18. **Unpaid Minimum and Overtime Wages**. DEFENDANTS failed to compensate PLAINTIFF and Class Members and Aggrieved Employees for all hours worked, resulting in the underpayment of minimum and overtime wages. DEFENDANTS failed to compensate PLAINTIFF and Class Members and Aggrieved Employees for all hours worked by virtue of, DEFENDANTS' automatic deduction and time rounding policies, and failure to relieve employees of all duties/employer control during unpaid meal periods or otherwise unlawful practices for missed or improper meal periods, as explained below.

19. Based on information and belief, DEFENDANTS implemented a policy and/or practice of rounding meal period start and end times and/or automatically deducting at least thirty minutes per shift for meal periods, despite having actual and/or constructive knowledge that PLAINTIFF and other Class Members and Aggrieved Employees were subject to DEFENDANTS' control during purported meal periods and/or were otherwise not afforded lawful meal periods, depriving PLAINTIFF and Class Members and Aggrieved Employees of all wages owed.

20. Based on information and belief, Class Members and Aggrieved Employees were not paid for all hours worked due to DEFENDANTS' policy and/or practice of paying according to scheduled hours worked instead of actual time worked, and/or mandated off-the clock work policies and/or practices.

21. For example, DEFENDANTS' wage statements for PLAINTIFF evidence rounding of PLAINTIFF's total hours worked to at least the nearest quarter, half and/or whole hour. For example, DEFENDANTS' wage statement for PLAINTIFF for pay period beginning April 18, 2021, and ending on May 1, 2021, shows exactly 59.50 regular hours worked. Similarly,

DEFENDANTS' wage statement for PLAINTIFF for pay period beginning on April 4, 2021, and ending on April 17, 2021, shows exactly 80.00 regular hours worked. DEFENDANTS' wage statement for pay period beginning on March 21, 2021, and ending on April 3, 2021, shows precisely 59.50 regular hours worked. DEFENDANTS' wage statement for PLAINTIFF for pay period beginning on March 7, 2021 and ending on March 20, 2021 shows precisely 80.00 regular hours worked. Similarly, DEFENDANTS' wage statement for PLAINTIFF for pay period beginning on December 27, 2020, and ending on January 14, 2021, shows exactly 60.00 regular hours worked. Based on information and belief, DEFENDANTS rounded PLAINTIFF's total hours worked to at least the nearest quarter, half and/or whole hour during most if not all pay periods during PLAINTIFF's employment, resulting in DEFENDANTS' failure to compensate PLAINTIFF for all hours worked and the underpayment of minimum wages and overtime wages owed to PLAINTIFF.

22. Based on information and belief, DEFENDANTS also rounded the total hours worked of other Class Members and Aggrieved Employees to at least the nearest quarter, half and/or whole hour, resulting in DEFENDANTS' failure to compensate Class Members and Aggrieved Employees for all hours worked and the underpayment of minimum wages and overtime wages owed to Class Members and Aggrieved Employees.

23. Based on information and belief, DEFENDANTS required Class Members and Aggrieved Employees to be at their assigned workstations at the start of a scheduled shift, thereby forcing Class Members and Aggrieved Employees to gather work-related equipment and/or safety gear, make any necessary adjustments to tools/equipment and/or perform maintenance/cleaning tasks, don work clothing/uniforms and/or protective equipment, and/or complete other work tasks prior to their scheduled shift and/or prior to clocking in/signing in, thereby resulting in pre-shift off-the-clock work.

24. Based on information and belief, Class Members and Aggrieved Employees were required to complete off-the-clock work tasks after clocking out for the end of their shifts and/or during uncompensated meal periods, resulting in off-the-clock work and the underpayment of minimum and overtime wages owed to Class Members~~.~~ and Aggrieved Employees. For example,

based on information and belief, DEFENDANTS required Class Members and Aggrieved Employees to clock out for the end of their shifts but to continue working due to the need to return/maintain tools, clean and/or organize their work stations/areas, provide shift status updates and/or debriefings, participate in work meetings, respond to work-related communications and/or perform other work tasks off-the-clock, resulting in the underpayment of minimum wages and overtime wages owed to Class Members and Aggrieved Employees.

25. Based on information and belief, DEFENDANTS did not compensate Class Members and Aggrieved Employees for all time spent donning and doffing personal protective equipment, safety equipment and/or uniforms/work clothing (e.g., gloves, goggles/safety glasses, high visibility and/or reflective vests and/or face masks) during meal periods, before the start of a scheduled shift, and/or after completing a scheduled shift, resulting in DEFENDANTS' failure to pay Class Members and Aggrieved Employees for all work time and the underpayment of minimum wages and overtime wages owed to Class Members and Aggrieved Employees.

26. Based on information and belief, at times, DEFENDANTS' electronic employee time-keeping system/software/app malfunctioned such that Class Members and Aggrieved Employees were required to either reinitiate and/or otherwise troubleshoot the system prior to being able to clock in and/or were unable to clock in at all for the start of their shifts and/or clock back in from meal periods, resulting in off-the-clock work and the underpayment of wages owed to Class Members~~.~~ and Aggrieved Employees. Based on information and belief, Class Members and Aggrieved Employees experienced the same issues when clocking out for shifts and/or back in for meal periods. This time spent under DEFENDANTS' control was not recorded and not compensated and resulted in unpaid minimum wages owed to Class Members and Aggrieved Employees.

27. Based on information and belief, Class Members and Aggrieved Employees were required to undergo security screenings and/or other mandated screenings before and/or after a scheduled shift, during unpaid meal periods, and/or before or after clocking in/out for work, resulting in pre-shift and/or post-shift off-the-clock work.

28. Based on information and belief, DEFENDANTS required Class Members and

Aggrieved Employees to travel from the parking area to their assigned workstations/DEFENDANTS' facilities and/or from their assigned workstations/DEFENDANTS' facilities via company shuttles and/or other company vehicles/modes of transportation without compensating Class Members and Aggrieved Employees for all travel time, resulting in unpaid wages owed to Class Members and Aggrieved Employees.

29. Based on information and belief, DEFENDANTS required Class Members and Aggrieved Employees to undergo COVID-19 temperature screenings and/or complete questionnaires prior to beginning their scheduled shift and/or prior to clocking/signing in, thereby, resulting in pre-shift off-the-clock work.

30. Based on information and belief, PLAINTIFF and other Class Members and Aggrieved Employees were also pressured to complete at least some of their work tasks off-the-clock in order to meet DEFENDANTS' goals and expectations.

31. For example, based on information and belief, Class Members and Aggrieved Employees performed off-the-clock work in the form of reviewing/completing DEFENDANTS' policy documents, completing required trainings and/or completing other work tasks to meet DEFENDANTS' demands, resulting in off-the-clock work per month that was neither recorded nor compensated, resulting in the underpayment of minimum and overtime wages owed to Class Members and Aggrieved Employees.

32. Also, based on information and belief, Class Members and Aggrieved Employees were required to complete off-the-clock work outside of scheduled shifts due to including but not limited to, work-related phone calls and/or messages they received to their phones and/or mobile devices and were required to respond to, including but not limited to, communications from supervisors regarding scheduling and/or other work tasks, resulting in the underpayment of wages owed to Class Members and Aggrieved Employees.

33. Based on information and belief, DEFENDANTS failed to pay Class Members and Aggrieved Employees for time they were required to spend completing orientation, policy questionnaires, and/or time spent completing the onboarding process including but not limited to reviewing various documents and policies provided by DEFEDANTS. Based on information and

belief, this work time was completed off-the-clock and was not compensated.

34. Based on further information and belief, DEFENDANTS implemented a time-rounding system that as applied systematically deprived PLAINTIFF and other Class Members and Aggrieved Employees of compensable time because the time-rounding system implemented by DEFENDANTS would almost always, if not always, result in understating actual compensable work time.

35. For example, as explained above, DEFENDANTS' wage statements for PLAINTIFF evidence DEFENDANTS rounded PLAINTIFF's total hours worked to at least the nearest quarter, half and/or whole hour, resulting in DEFENDANTS' failure to compensate PLAINTIFF for all hours worked and the underpayment of wages owed to PLAINTIFF.

36. DEFENDANTS' failure to pay for all time worked by virtue of its time rounding, auto-deduction policies and practices for unlawful meal periods, failure to provide lawful meal periods, and/or other off-the-clock work practices and policies, resulted in the underpayment of minimum wages owed to PLAINTIFF and Class Members and Aggrieved Employees as well as unpaid overtime wages for those Class Members and Aggrieved Employees who worked more than eight (8) hours in a day and/or more than forty (40) hours in a week.

37. Based on information and belief, DEFENDANTS had actual and/or constructive knowledge that its time rounding policies/practices, auto-deduction policies and practices, failure to provide lawful meal periods (as described below) and/or other off-the-clock work resulted in the underpayment of minimum wages owed to PLAINTIFF and other Class Members and Aggrieved Employees, in violation of California's minimum and overtime wage laws.

38. Based on information and belief, DEFENDANTS failed and continue to fail to pay Class Members and Aggrieved Employees two times their regular rate of pay for time worked beyond twelve (12) hours per workday and for time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in violation of California's overtime laws.

39. Based on information and belief, DEFENDANTS failed to incorporate all non-discretionary remuneration, including but not limited to, shift differential pay, bonus pay, and/or other non-discretionary pay into the regular rate of pay used to calculate the owed overtime rate(s),

resulting in the miscalculation and underpayment of overtime wages owed to PLAINTIFF and other Class Members and Aggrieved Employees.

40. Additionally, DEFENDANTS also violated California's overtime laws as to those Class Members and Aggrieved Employees, that were subject to an Alternative Workweek Schedule (AWS).

41. Based on information and belief, DEFENDANTS adopted an Alternative Workweek Schedule (AWS) during the relevant period that was an unlawful AWS as it was not properly elected and/or implemented in accordance with the requirements of California law and/or DEFENDANTS failed to comply with the AWS, and as such, DEFENDANTS violated California's overtime laws, including but not limited to, Labor Code sections 510, 511, the applicable Wage Order, and Labor Code section 1198. For example, based on information and belief, there is no record of an AWS election for PLAINTIFF's assigned workplace and/or based on information and belief, DEFENDANTS failed to properly adopt an AWS in accordance with Labor Code section 511 and 1199, and the applicable Wage Order:

> (C) Election Procedures Election procedures for the adoption and repeal of alternative workweek schedules require the following: (1) Each proposal for an alternative workweek schedule shall be in the form of a written agreement proposed by the employer. The proposed agreement must designate a regularly scheduled alternative workweek in which the specified number of workdays and work hours are regularly recurring. The actual days worked within that alternative workweek schedule need not be specified. The employer may propose a single work schedule that would become the standard schedule for workers in the work unit, or a menu of work schedule options, from which each employee in the unit would be entitled to choose. If the employer proposes a menu of work schedule options, the employee may, with the approval of the employer, move from one menu option to another. (2) In order to be valid, the proposed alternative workweek schedule must be adopted in a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote of the affected employees in the work unit. The election shall be held during regular working hours at the employees' work site. For purposes of this subsection,

"affected employees in the work unit" may include all employees in a readily identifiable work unit, such as a division, a department, a job classification, a shift, a separate physical location, or a recognized subdivision of any such work unit. A work unit may consist of an individual employee as long as the criteria for an identifiable work unit in this subsection is met. (3) Prior to the secret ballot vote, any employer who proposed to institute an alternative workweek schedule shall have made a disclosure in writing to the affected employees, including the effects of the proposed arrangement on the employees' wages, hours, and benefits. Such a disclosure shall include meeting(s), duly noticed, held at least 14 days prior to voting, for the specific purpose of discussing the effects of the alternative workweek schedule. An employer shall provide that disclosure in a non- English language, as well as in English, if at least five (5) percent of the affected employees primarily speak that non-English language. The employer shall mail the written disclosure to employees who do not attend the meeting. Failure to comply with this paragraph shall make the election null and void. (4) Any election to establish or repeal an alternative workweek schedule shall be held at the work site of the affected employees. The employer shall bear the costs of conducting any election held pursuant to this section. Upon a complaint by an affected employee, and after an investigation by the Labor Commissioner, the Labor Commissioner may require the employer to select a neutral third party to conduct the election. (5) Any type of alternative workweek schedule that is authorized by the Labor Code may be repealed by the affected employees. Upon a petition of one-third (1/3) of the affected employees, a new secret ballot election shall be held and a two-thirds (2/3) vote of the affected employees shall be required to reverse the alternative workweek schedule. The election to repeal the alternative workweek schedule shall be held not more than 30 days after the petition is submitted to the employer, except that the election shall be held not less than 12 months after the date that the same group of employees voted in an election held to adopt or repeal an alternative workweek schedule. The election shall take place during regular working hours at the employees' work site. If the alternative workweek schedule is revoked, the employer shall comply within 60 days. Upon proper showing of undue hardship, the Division of Labor Standards Enforcement may grant an extension of time for compliance. (6) Only secret ballots may be cast by affected employees in the work unit at any election held pursuant to this section. The results of any election conducted pursuant to this section shall be reported by the employer to the Office of Policy, Research and Legislation within 30 days after the results are final, and the report of election results shall be a public document. The report shall include the final tally of the vote, the size of the unit, and the nature of the business of the employer. (7) Employees affected by a change in the work hours resulting from the adoption of an alternative workweek schedule may not be required to work those new work hours for at least 30 days after the announcement of the final results of the election. (8) Employers shall not intimidate or coerce employees to vote either in support of or in opposition to a proposed alternative workweek.

No employees shall be discharged or discriminated against for expressing opinions concerning the alternative workweek election or for opposing or supporting its adoption or repeal. However, nothing in this section shall prohibit an employer from expressing his/her position concerning that alternative workweek to the affected employees. A violation of this paragraph shall be subject to Labor Code § 98 *et seq*.

42. On information and belief, PLAINTIFF alleges that DEFENDANTS failed to comply with the above procedures, and thus, failed to properly institute an alternative workweek for the purpose of obtaining a lawful exemption from overtime premiums for its mandated 10-hour/4-day schedule. Based on information and belief, DEFENDANTS also failed to report the results to the Office of Policy, Research, and Legislation, or the DLSE, within thirty after the purported election results, and thus, violated Labor Code §§ 511, 1199, and the Applicable Wage Orders. This conduct results in violations of Labor Code §§ 510, 511, and 1198- 1199, and the Applicable Wage Orders.

43. Moreover, to the extent there was an AWS that was properly adopted, DEFENDANTS violated California's overtime laws as to Class Members and Aggrieved Employees that were subject to an Alternative Workweek Schedule (AWS) but were required to work shifts shorter than the agreed upon AWS. Under the relevant Wage Order, "If an employer…

requires an [AWS] employee to work fewer hours than those that are regularly scheduled by the agreement, the employer shall pay the employee overtime compensation at a rate of one and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours… for the day the employee is required to work the reduced hours." *See* Section 3 of all applicable Wage Orders.

44. Based on information and belief, at times during Class Members' and Aggrieved Employees' respective employments by ~~DEFENDANTS'~~DEFENDANTS, Class Members and Aggrieved Employees worked subject to an alternative work week schedule. Based on information and belief, at times, Class Members and Aggrieved Employees that were subject to an AWS, were sent home early and/or worked less hours than those that were scheduled under the AWS. On such shortened shifts, Class Members and Aggrieved Employees were entitled to overtime pay at 1.5 times the regular rate of pay after the first eight hours of work. Instead, DEFENDANTS paid Class Members and Aggrieved Employees their base rate for all hours worked on the shortened shift(s) in violation of the alternative workweek schedule, and in violation of California Labor Code section 510, the applicable Wage Order, and Labor Code section 1198. As such, Class Members and Aggrieved Employees that were subject to an AWS were also deprived of all owed overtime wages when required to work shortened shifts.

45. **Meal Period Violations**. PLAINTIFF and other Class Members and Aggrieved Employees consistently worked shifts of at least five and one-half hours or more, entitling them to at least one meal period. However, PLAINTIFF and other Class Members and Aggrieved Employees would not receive legally compliant thirty (30) minute first and second meal periods. Based on information and belief, Class Members and Aggrieved Employees were consistently unable to take timely, off duty, thirty-minute, uninterrupted meal periods, often being forced to take late meal periods, interrupted meal periods, and/or work through part or all their meal periods due to understaffing, the nature and constraints of their job duties and/or commentary from supervisors pressuring them to take non-compliant meal periods or skip meal periods completely.

46. For example, based on information and belief, PLAINTIFF and other Class Members and Aggrieved Employees were forced to take late meal periods in order to complete

assigned job duties. Based on information and belief, PLAINTIFF and other Class Members and Aggrieved Employees were at times interrupted during purported meal periods and/or had meal periods cut short and/or restricted to DEFENDANTS' premises due to the need to continue assigned job duties.

47. For example, at times, PLAINTIFF was required to work through part or all of his owed first meal period and/or take interrupted and/or shortened meal periods due to the need to complete assigned job duties.

48. Also, based on information and belief, DEFENDANTS required PLAINTIFF and other Class Members and Aggrieved Employees to monitor cell phones, walkie-talkies, pagers and/or other work communication devices and/or otherwise required Class Members and Aggrieved Employees to remain on duty during unpaid meal periods, resulting in meal period law violations as well as unpaid wages owed to Class Members and Aggrieved Employees.

49. Based on further information and belief, PLAINTIFF and other Class Members and Aggrieved Employees were restricted to the worksite premises during unpaid meal periods, and as such, were not relieved of all duties and DEFENDANTS' control during purportedly off-duty meal periods, in violation of California meal period law and further resulting in the underpayment of wages owed to PLAINTIFF and other Class Members~~.~~ and Aggrieved Employees.

50. Based on information and belief, DEFENDANTS would unlawfully edit the clock in and out times for PLAINTIFF's and other Class ~~Members'~~Members and Aggrieved Employees' meal periods in order to display at least a thirty minute off-duty meal period during most if not all shifts worked, notwithstanding the fact that DEFENDANTS had actual and/or constructive knowledge that DEFENDANTS had required PLAINTIFF and other Class ~~Members'~~Members and Aggrieved Employees' to perform work-related tasks during their meal periods.

51. Based on information and belief, other Class Members and Aggrieved Employees were consistently suffered and permitted to take meal periods past the fifth hour of work and/or had their meal periods interrupted, cut short, restricted to DEFENDANTS' premises and/or otherwise on duty due to commentary from supervisors, understaffing, the nature and constraints of their job duties, and/or the need to meet DEFENDANTS' goals and expectations.

52. Based on information and belief, DEFENDANTS implemented policies and/or practices that failed to relieve Class Members and Aggrieved Employees of all duties and DEFENDANTS' control during unpaid meal periods.

53. Based on information and belief, DEFENDANTS required Class Members and Aggrieved Employees to complete off-the-clock work prior to their scheduled shift time which DEFENDANTS failed to take into account when scheduling meal periods for Class Members~~.~~ and Aggrieved Employees. Based on information and belief, meal periods were late, in part due to unaccounted pre-shift off-the-clock work.

54. Based on information and belief, despite DEFENDANTS' failure to provide lawful meal periods, DEFENDANTS implemented a policy and/or practice of rounding the start and end times of PLAINTIFF's and other Class Members' and Aggrieved Employees' meal periods and/or automatically deducting at least thirty minutes per shift for missed and/or otherwise unlawful meal periods despite having actual and/or constructive knowledge that PLAINTIFF and other Class Members and Aggrieved Employees did not receive lawful meal periods.

55. Moreover, per DEFENDANTS' uniform policy and practice, Class Members and Aggrieved Employees who worked shifts of more than ten hours did not receive a second legally compliant thirty (30) minute second meal period.

56. Based on information and belief, DEFENDANTS failed to instruct PLAINTIFF and other Class Members and Aggrieved Employees as to the timing and duty-free nature of meal periods. Based on further information and belief, DEFENDANTS did not have a written meal period policy, nor did DEFENDANTS have any sort of compliant policy in practice.

57. Moreover, based on information and belief, DEFENDANTS failed to keep accurate records of the true start and end times of PLAINTIFF's and Class ~~Members'~~Members and Aggrieved Employees' meal periods. Based on information and belief, to the extent meal period were recorded, DEFENDANTS illegally rounded the start and end times of purported meal periods resulting in PLAINTIFF and other Class Members and Aggrieved Employees not being paid for all time worked as well as late and/or shortened meal periods. *See Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

58. Based on information and belief, DEFENDANTS had actual and/or constructive knowledge that its policies and practices resulted in the denial of uninterrupted meal periods which were free of DEFENDANTS' control owed to PLAINTIFF and other Class Members and Aggrieved Employees, in violation of California's meal period laws.

59. DEFENDANTS failed to pay PLAINTIFF and other Class Members and Aggrieved Employees, an additional hour of wages at their respective regular rates of compensation for each workday a lawful meal period was not provided. DEFENDANTS either failed to pay a meal period premium at all for each workday a lawful meal period was not provided and/or failed to pay the proper meal period premium for failure to incorporate all non-discretionary remuneration, including but not limited to, bonuses, shift differential pay and/or other non-discretionary compensation into the regular rate or compensation for purposes of calculating the owed meal period premium.

60. **Rest Period Violations**. DEFENDANTS did not properly authorize and provide PLAINTIFF and other Class Members and Aggrieved Employees with legally compliant rest periods at a rate of every four (4) hours worked or major fraction thereof, that insofar as practicable, are provided in the middle of the work period, as required by law.

61. PLAINTIFF and other Class Members and Aggrieved Employees were not adequately informed, authorized, instructed about, nor permitted an opportunity to take proper rest periods per California law. Based on information and belief, DEFENDANTS had no policy in place nor instruction as to the taking of duty-free rest periods.

62. Based on information and belief, DEFENDANTS did not have a have a compliant written rest period policy, nor did DEFENDANTS have any sort of compliant rest period policy in practice.

63. For example, based on information and belief, Class Members and Aggrieved Employees were at times unable to take compliant rest periods due to their need to complete assigned job duties and/or were unable to take a net ten-minute rest period in a suitable rest area and/or had purported rest periods restricted to DEFENDANTS' premises.

64. For example, based on information and belief, DEFENDANTS required

PLAINTIFF and other Class Members and Aggrieved Employees to monitor cell phones, walkie-talkies, pagers and/or other work communication devices and/or otherwise required Class Members and Aggrieved Employees to remain on duty during purportedly off-duty rest periods, in violation of California rest period law.

65. Based on further information and belief, PLAINTIFF and other Class Members and Aggrieved Employees were restricted to the worksite premises during purportedly off-duty rest periods, and as such, were not relieved of all duties and DEFENDANTS' control during purportedly off-duty rest periods, in violation of California rest period law.

66. Based on information and belief, Class ~~Members'~~Members and Aggrieved Employees' rest periods were interrupted, cut short, on duty, restricted to premises and/or late due to understaffing, the nature and constraints of their job duties, and/or due to commentary from supervisors/managers pressuring them to skip rest periods completely or otherwise take non-compliant rest periods.

67. Moreover, DEFENDANTS failed to provide any form of a third rest period on shifts lasting longer than ten hours.

68. Based on information and belief, DEFENDANTS implemented policies and/or practices that failed to relieve PLAINTIFF and other Class Members and Aggrieved Employees of all duties and DEFENDANTS' control during rest periods.

69. For example, as explained above, based on information and belief, PLAINTIFF and other Class Members and Aggrieved Employees were required to monitor and respond to work communication devices and/or were restricted to DEFENDANTS' premises during any rest periods, and therefore were not relieved of all duties and DEFENDANTS' control during any rest periods, in violation of California rest period law.

70. Based on information and belief, Class Members and Aggrieved Employees were pressured to complete their work duties according to a designated schedule such that rest periods were only taken once tasks were completed, and/or as time permitted.

71. Furthermore, DEFENDANTS failed to pay a rest period premium for each day in which PLAINTIFF and Class Members and Aggrieved Employees experienced a missed/unlawful

rest period in violation of California law. DEFENDANTS either failed to pay a rest period premium at all for each workday a proper rest period was not provided and/or failed to pay the proper rest period premium for failure to incorporate all non-discretionary remuneration, including but not limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into the regular rate of compensation for purposes of calculating the owed rest period premium.

72. **Failure to Timely Pay All Wages Upon Separation of Employment**. Based on information and belief, DEFENDANTS failed to timely pay Class Members and Aggrieved Employees all wages that were due and owing upon termination or resignation. Based on information and belief, DEFENDANTS untimely provide final wages to Class Members and Aggrieved Employees without regard to the timing requirements of Labor Code sections 201-202.

73. Upon separation of employment, Class ~~Members’~~Members and Aggrieved Employees’ final paychecks were not timely provided and/or were not timely provided with all owed vacation pay and/or paid time off. Moreover, PLAINTIFF’s and Class Members’ and Aggrieved Employees’ final paychecks, once provided, did not include all wages owed as they were devoid of, including but not limited to, all owed minimum wages, overtime wages, premium wages, vacation pay, and all owed sick leave and/or paid time off wages at the properly accrued rates.

74. For example, DEFENDANTS did not furnish PLAINTIFF with any final paycheck within the time limits prescribed by Labor Code sections 201 and/or 202, and PLAINTIFF’s late final paycheck was devoid of all wages owed, including but not limited to, devoid of all wages owed, including without limitation, all owed minimum wages, overtime wages, premium wages, vacation pay, all owed sick leave and/or paid time off wages at the properly accrued rates, (including but not limited to, all owed vacation pay/paid time off paid at the final rate including non-discretionary compensation, including but not limited to, any shift differential pay).

75. Based on further information and belief, DEFENDANTS failed to timely provide all owed wages immediately upon discharge of employment. Based in information and belief, at times, Class Members and Aggrieved Employees experienced breaks in employment caused by DEFENDANTS whereby Class Members and Aggrieved Employees would not be called in for

work for longer than a single pay period due to including but not limited to DEFENDANTS' lack of work or lack of assignments. Such instances qualify as a discharge of employment. Yet, DEFENDANTS failed to timely pay all owed wages at the end of such periods of employment, in violation of including but not limited to Labor Code section 201-202.

76. These violations subject DEFENDANTS to civil penalties under Labor Code section 203, 210, and/or 256.

77. **Unreimbursed Business Expenses**. Based on information and belief, DEFENDANTS required PLAINTIFF and Class Members and Aggrieved Employees to incur business expenses as a direct consequence of the performance of their job duties without providing reimbursement, in violation of Labor Code section 2802. Based on information and belief, PLAINTIFF and Class Members and Aggrieved Employees were improperly required to provide and maintain work tools that are supposed to be the responsibility of the employer.

78. Based on information and belief, DEFENDANTS shifted the costs of doing business onto PLAINTIFF and other Class Members and Aggrieved Employees requiring them to pay for business expenses. including but not limited to, uniforms/work clothing/work shoes/personal protective/safety gear and the use of Class ~~Members'~~Members and Aggrieved Employees' personal cell phones/mobile devices, internet and/or data usage for work-related purposes, including but not limited to, to receive and respond to work-related messages and/or phone calls.

79. For example, based on information and belief, PLAINTIFF and other Class Members and Aggrieved Employees were frequently required to make and/or receive and respond to work-related calls and/or messages from supervisors and/or other Class Members and Aggrieved Employees regarding scheduling and/or other work tasks and/or were required to download and use work-related applications but were not reimbursed by DEFENDANTS at all and/or in full for these business expenses.

80. For example, PLAINTIFF was frequently required to receive and respond to work-related calls and/or messages on PLAINTIFF's personal cell phone/mobile device but was not reimbursed by DEFENDANTS at all and/or in full for these business expenses.

81. Also, DEFENDANTS required PLAINTIFF to download and use work-related application(s) on his personal cell phone/mobile device, such as but not limited to, timekeeping application(s), however, DEFENDANTS failed to provide any and/or full reimbursement for these business expenses.

82. Based on information and belief, Class Members and Aggrieved Employees were not reimbursed for the cost of purchasing and/or maintaining their own hand tools and/or equipment required to perform their assigned job duties and/or for the costs of purchasing and/or maintaining work uniforms/clothing/shoes and/or protective gear (e.g., work shoes/boots and/or gloves and/or face masks).

83. Based on information and belief, at times, Class Members and Aggrieved Employees were not reimbursed for the business use of their personal vehicles, including mileage, wear and tear and/or cost of fuel when they were required to drive around and/or between and/or around job sites/DEFENDANTS' facilities and/or otherwise use their personal vehicles in carrying out the duties assigned by DEFENDANTS. As such, DEFENDANTS failed to compensate Class Members and Aggrieved Employees at the legally mandated Internal Revenue Service (IRS) per mile compensation rates in effect during the relevant period.

84. As explained above, based on information and belief, Class Members and Aggrieved Employees were not reimbursed for the cost of using their personal phone for work-related purposes and/or the cost of purchasing and/or maintaining work uniforms/work clothing/work shoes, personal protective/safety gear.

85. Based on information and belief, DEFENDANTS regularly failed to reimburse and indemnify Class Members and Aggrieved Employees for business expenses. Pursuant to California Labor Code section 2802, PLAINTIFF and Class Members and Aggrieved Employees were entitled to be reimbursed for all reasonable expenses associated with carrying out DEFENDANTS' orders and/or carrying out the duties assigned by DEFENDANTS.

86. DEFENDANTS' failure to provide Class Members and Aggrieved Employees with full reimbursement for all reasonable expenses associated with carrying out their duties required that Class Members and Aggrieved Employees subsidize and/or carry the burden of business

expenses in violation of Labor Code section 2802.

87. PLAINTIFF is informed and believes and alleges thereon that DEFENDANTS engaged in these same herein described unlawful practices and that DEFENDANTS applied these same herein described unlawful practices to all of its employees that it applied to PLAINTIFF.

FIRST CAUSE OF ACTION

Recovery of Unpaid Minimum Wages and Liquidated Damages
(By PLAINTIFF and the Class Members Against all DEFENDANTS)

88. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

89. It is fundamental that an employer must pay its employees for all time worked. California Labor Code sections 218 and 218.5 provide a right of action for nonpayment of wages. Labor Code section 222 prohibits the withholding of part of a wage. Labor Code section 224 only permits deductions from wages when the employer is required or empowered to do so by state or federal law or when the deduction is expressly authorized in writing by the employee for specified purposes that do not have the effect of reducing the agreed upon wage. Labor Code section 223 prohibits the pay of less than a statutory or contractual wage scale.

90. Pursuant to California Labor Code sections 1194 and 1197, and the Industrial Wage Commission ("IWC") Wage Orders, an employer must pay its employees for all hours worked, up to 40 hours per week or 8 hours per day, at a regular rate no less than the mandated minimum wage. Payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

91. DEFENDANTS violated California's minimum wage laws by failing to compensate PLAINTIFF and the Class Members for all hours worked by virtue of, among other things, DEFENDANTS' time rounding, automatic deduction for meal periods, off-the-clock/unpaid work completed during meal periods, other pre-shift, post-shift and/or otherwise off-the-clock work, and/or payment according to scheduled hours worked rather than actual hours worked (described above), which resulted in the failure to account for all hours worked and thus the denial of minimum wages.

92. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFF and Class Members for all hours worked.

93. Based on information and belief, DEFENDANTS had actual or constructive knowledge that its time-rounding policies and practices, auto-deduction policies and practices for meal periods, failure to relieve employees of all duties and employer control during unpaid meal periods, policy and practice of payment according to scheduled work time rather than actual work time, and/or other mandated off-the-clock work resulted in the underpayment of minimum wages owed to PLAINTIFF and other Class Members.

94. Pursuant to Labor Code sections 1194 and 1194.2, PLAINTIFF and the Class Members are entitled to recover all unpaid minimum wages and liquidated damages thereon, plus attorney's fees and costs, in an amount to be proved at trial.

SECOND CAUSE OF ACTION
Recovery of Unpaid Overtime Wages
(By PLAINTIFF and the Class Members Against all DEFENDANTS)

95. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

96. Employees in California must be paid overtime, equal to one and one-half times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh consecutive day of work in a workweek, and they must be paid double the regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) on the seventh consecutive day of work in a workweek, unless they are exempt.

97. PLAINTIFF and the Class Members worked overtime hours for which they were not compensated by DEFENDANTS by virtue of, among other things, DEFENDANTS' time rounding, automatic deduction for meal periods, off-the-clock/unpaid work completed during meal periods, other pre-shift, post-shift and/or otherwise off-the-clock work, and/or payment according to scheduled hours worked rather than actual hours worked (described above), and/or other unlawful policies and/or practices described above which resulted in unpaid minimum and overtime wages which resulted in the failure to account for all hours worked and thus the denial of all owed overtime wages.

98. Based on information and belief, DEFENDANTS failed to pay twice Class Members' regular rate(s) of pay for time worked beyond twelve (12) hours per workday and for

time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in violation of California's overtime laws.

99. Based on further information and belief as explained above, DEFENDANTS failed to comply with and/or failed to properly implement an AWS, which resulted in unpaid overtime wages and/or double time wages owed to Class Members as alleged above.

100. Based on information and belief, DEFENDANTS further violated California's overtime wage laws by failing to incorporate all non-discretionary compensation, including but not limited to, non-discretionary bonus compensation, shift differentials, and/or other non-discretionary compensation into the regular rate of pay used to calculate the overtime rate of pay. Failing to include non-discretionary compensation into the regular rate of pay resulted in a miscalculation of the overtime wage rate, resulting in the underpayment of overtime wages owed to PLAINTIFF and other Class Members.

101. DEFENDANTS' conduct described above is in violation of California Labor Code sections 510, 511, and 1194 and all applicable Wage Orders.

102. PLAINTIFF and the Class Members are entitled to recover all unpaid overtime wages, plus attorney's fees and costs, in an amount to be proved.

THIRD CAUSE OF ACTION

Failure to Provide Meal Periods or Compensation in Lieu Thereof
(By PLAINTIFF and the Class Members Against all DEFENDANTS)

103. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

104. Pursuant to Labor Code section 512 and all applicable IWC Wage Orders, DEFENDANTS were required to provide PLAINTIFF and the Class Members with one 30-minute meal break free from all duties and employer control for all shifts longer than 5 hours, and a second 30-minute meal break free from all duties for all shifts longer than 10 hours. Meal periods can be waived, but only under the following circumstances: (1) if an employee's total work period in a day is over five (5) hours but no more than six (6) hours, the required meal period may be waived by mutual consent of the employer and employee, and (2) if an employee's total work period in a day is over ten (10) hours but no more than twelve (12) hours, the required second meal period may be waived by mutual consent of the employer and employee, but only if

the first meal period was not waived. Employers covered by the Wage Orders have an obligation to both (1) relieve their employees for at least one meal period for shifts over five hours (see above), and (2) to record having done so.

105. Employers must pay employees an additional hour of wages at the employees' regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted meal period, first meal period provided after five (5) hours, second meal period provided after 10 hours). Lab. Code § 226.7.

106. As explained above, PLAINTIFF and other Class Members were consistently unable to take timely, off duty, thirty-minute, uninterrupted first and second meal periods, often being forced to take late meal periods, interrupted meal periods, and/or work through part or all of their meal periods due to understaffing, the nature and constraints of their job duties, and/or commentary from supervisors pressuring them to take non-compliant meal periods or skip meal periods completely.

107. Based on information and belief, DEFENDANTS had and continue to have a policy of rounding the start and end times of employees' meal periods and/or automatically deducting thirty minutes per shift despite having actual and/or constructive knowledge that PLAINTIFF and Class Members did not receive compliant meal periods.

108. Moreover, based on information and belief, Class Members did not receive a timely, uninterrupted second meal period when working shifts over ten (10) hours in a workday.

109. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS had actual and/or constructive knowledge that its time-rounding and auto-deduction policies and practices, other unlawful policies and practices resulted in the denial of compliant meal periods in violation of California's meal period laws.

110. DEFENDANTS also failed to pay premiums for missed/otherwise unlawful meal periods in violation of California law and/or failed to pay the proper meal period premium for failure to incorporate all non-discretionary remuneration including but not limited to, bonuses, shift differential pay and/or other non-discretionary compensation into the regular rate or compensation for purposes of calculating the owed meal period premium.

111. As a result, under Labor Code section 226.7, PLAINTIFF and the Class Members are entitled to one additional hour's pay at the employee's regular rate of compensation for each day a meal period was missed, late, interrupted, or otherwise unlawful, plus attorneys' fees and costs, all in an amount to be proved at trial.

FOURTH CAUSE OF ACTION

Failure to Provide Rest Periods or Compensation in Lieu Thereof

(By PLAINTIFF and the Class Members Against all DEFENDANTS)

112. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

113. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period "insofar as practicable." In *Brinker Restaurant Corp. v. Superior Court,* 53 Cal.4th 1004 (2012), the California Supreme Court held that employees are entitled to a 10-minute paid rest period for shifts from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at 1029). The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257.

114. If the employer fails to provide any required rest period, the employer must pay the employee one hour of pay at the employee's regular rate of compensation for each workday the employer did not provide at least one legally required rest period, pursuant to Labor Code section 226.7.

115. Moreover, under California law rest periods must be a "net" ten minutes in a suitable rest area. *Id.* at 268 (relying on January 3, 1986 and February 22, 2002 Division of Labor Standards Enforcement (DLSE) Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what "net" ten minutes means (i.e., regardless

of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id*.; see also, *Bufil v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the "onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to its employees.").

116. PLAINTIFF and the Class Members did not receive legally compliant, timely 10-minute rest periods for every four (4) hours worked or major fraction thereof. As explained above, any purported rest periods were late, interrupted, cut short, on duty, and/or otherwise subject to DEFENDANTS' control due to the nature and constraints of Class Members' job duties, understaffing, and/or commentary from supervisors pressuring PLAINTIFF and Class Members to skip rest periods completely or otherwise take non-compliant rest periods.

117. Based on information and belief, DEFENDANTS implemented policies and/or practices that failed to relieve PLAINTIFF and other Class Members of all duties and employer control during rest periods. Based on further information and belief, Class Members were pressured to complete their work duties according to a designated schedule such that rest periods were only taken once tasks were completed, and/or as time permitted.

118. As a result, PLAINTIFF and Class Members did not receive legally compliant first, second, or third rest periods as required by California law.

119. Moreover, based on information and belief, DEFENDANTS failed to pay a rest period premium to PLAINTIFF and other Class Members for each workday in which there was a missed or otherwise unlawful rest period. Based on further information and belief, when a rest premium was paid, DEFENDANTS failed to include non-discretionary compensation including but not limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into the regular rate of compensation for purposes of determining the owed rest period premium.

120. DEFENDANTS are therefore liable to PLAINTIFF and the Class Members for one hour of additional pay at the regular rate of compensation for each workday that a required rest period was not provided, pursuant to California Labor Code section 226.7 and the applicable Wage Order, plus pre-judgment interest, plus attorneys' fees and costs, all in an amount to be proved at trial.

FIFTH CAUSE OF ACTION

Failure to Timely Pay All Wages Due Upon Separation of Employment

(By PLAINTIFF and the Class Members Against all DEFENDANTS)

121. PLAINTIFF incorporates all preceding paragraphs as if fully set forth herein.

122. California Labor Code section 201(a) provides, in relevant part, that "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

123. California Labor Code section 202(a) provides, in relevant part, that "[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, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting."

124. Based in information and belief, DEFENDANTS failed and continue to fail to timely pay final wages to PLAINTIFF and Class Members upon separation of employment in violation of Labor Code section 201-202. Moreover, final paychecks once provided to PLAINTIFF and Class Members do not include all wages owed as they are devoid of, including but not limited to, all owed minimum wages, overtime wages, premium wages, vacation pay, and all owed sick leave and/or paid time off wages at the properly accrued rates.

125. Under Labor Code section 203, PLAINTIFF and the Class Members who are no longer employed by DEFENDANTS are entitled to recover waiting time penalties of up to 30 days' pay, plus attorney's fees and costs, in an amount to be proved at trial.

SIXTH CAUSE OF ACTION

Failure to Reimburse Business Expenses

(By PLAINTIFF and the Class Members Against all DEFENDANTS)

126. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

127. California law requires employers to indemnify their employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of their duties or of their obedience to the directions of the employer. *See* Cal. Lab. Code s. 2802 and all applicable Wage Orders section 9(b). Furthermore, "for purposes of [section 2802], the term 'necessary expenditure or losses' shall include all reasonable costs, including, but not limited to, attorneys'

fees incurred by the employee enforcing the rights granted by this section."

128. Among other things, under California law, when employees must use their personal cellphones for work-related purposes, the employer must reimburse them for a reasonable percentage of their cell phone bills. See *Cochran v. Schwan's Home Services*, Inc. (2014) 228 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was required to use their personal cellphone for work-related purposes and not reimbursed for the use. Id. 1144-1145. California law also requires employers to reimburse employees for automobile expenses incurred for the business use of personal vehicles, such as for mileage, gas, and the wear and tear on the vehicle. *See Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554.

129. As described above, PLAINTIFF and the Class Members were improperly required to pay for business expenses that are legally the responsibility of the employer.

130. DEFENDANTS' failure to provide PLAINTIFF and the Class Members with full reimbursement for all reasonable expenses associated with carrying out their duties required that PLAINTIFF and the Class Members subsidize and/or carry the burden of business expenses in violation of Labor Code section 2802.

131. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and the Class Members have suffered injury in that they were not completely reimbursed as mandated by California law.

132. Pursuant to California Labor Code section 2802, PLAINTIFF and the Class Members are entitled to recover the full amount of reimbursable expenses due, in addition to reasonable attorneys' fees, and costs of suit.

SEVENTH CAUSE OF ACTION
Failure to Issue Accurate Itemized Wage Statements
(By PLAINTIFF and the Class Members Against all DEFENDANTS)

133. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

134. California Labor Code Section 226(a) requires DEFENDANTS to provide itemized wage statements at the time of payment of wages, which includes, but is not limited to the

following: gross wages earned, the correct total hours worked by the employee, the correct net wages earned, the inclusive dates of the period for which the employee is paid, the name and address of the correct legal entity that is the employer, all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate by the employee.

135. As a result of the violations alleged herein, DEFENDANTS failed to provide PLAINTIFF and Class Members with accurate itemized wage statements containing all of the information required by Labor Code section 226(a).

136. PLAINTIFF and Class Members have been injured by DEFENDANTS' failure to provide all of the requisite information on its itemized wage statements in that such failure, inter alia: (1) masks possible and actual underpayments to PLAINTIFF and Class Members; (2) makes it difficult for PLAINTIFF and Class Members to verify that they have in fact been paid the proper amounts owing for all hours worked. DEFENDANTS' conduct was done knowingly, intentionally, and with the design to harm PLAINTIFF, as DEFENDANTS are aware of California law.

137. Pursuant to the foregoing, PLAINTIFF and Class Members are entitled to recover from DEFENDANTS the greater of their actual damages caused by DEFENDANTS' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

EIGHTH CAUSE OF ACTION
Unfair Competition
(By PLAINTIFF and the Class Members Against all DEFENDANTS)

138. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

139. DEFENDANTS' unlawful conduct alleged herein constitutes unfair competition within the meaning of California Business and Professions Code section 17200 *et seq*. This unfair conduct includes all unlawful conduct alleged herein, including but not limited to: DEFENDANTS' failure to pay minimum and overtime wages by virtue of its illegal policies and practices; DEFENDANTS' failure to authorize or permit, or provide, all required meal and rest periods or pay proper premiums in lieu thereof; DEFENDANTS' failure to reimburse business expenses; DEFENDANTS' failure to timely pay all wages owed upon separation of employment;

and DEFENDANTS' failure to provide paid sick leave (or paid time off in lieu thereof) at the properly accrued rates (due to, including but not limited to, DEFENDANTS' failure to incorporate all non-discretionary compensation into the sick pay calculation and failure to base the accrued sick leave on the correct number of hours worked as a result of DEFENDANTS' time-rounding/auto deduction policies and practices, payment according to scheduled hours worked and/or other off-the-clock work policies and practices).

140. Due to DEFENDANTS' unfair and unlawful business practices in violation of the California Labor Code, DEFENDANTS have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their obligations to authorize or permit rest periods and meal periods or pay proper meal and rest period premiums in lieu thereof, to properly accrue and pay sick time benefits, to reimburse employees for all business expenses, to pay all owed minimum and overtime wages and to pay all wages due upon separation of employment of their employees.

141. As a result of DEFENDANTS' unfair competition as alleged herein, PLAINTIFF and Class Members have suffered injury in fact and lost money or property, as described in more detail above. Pursuant to California Business and Professions Code section 17200, *et seq*., PLAINTIFF and Class Members are entitled to restitution of all wages and other monies rightfully belonging to them that DEFENDANTS failed to pay and wrongfully retained by means of their unlawful and unfair business practices.

PLAINTIFF also seeks an injunction against DEFENDANTS on behalf of the Class Members, enjoining DEFENDANTS and any and all persons acting in concert with them from engaging in each of the unlawful practices and policies set forth herein.

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//**NINTH CAUSE OF ACTION**

VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE SECTIONS 2698, *ET SEQ*.

(On behalf of PLAINTIFF, Aggrieved Employees and the State of California against all DEFENDANTS)

142. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

143. PLAINTIFF brings this action under the Private Attorneys General Act of 2004, Labor Code sections 2698, et seq., ("PAGA"), as a representative action on behalf of PLAINTIFF, the State of California and Aggrieved Employees, regarding violations of the California Labor Code as set forth herein as to all Aggrieved Employees. Said "Aggrieved Employees" include:

> All current and former non-exempt employees that worked either directly or via a staffing agency for any DEFENDANTS at any location in California at any time from one year from the filing of the initial Complaint through the present ("PAGA Period").

144. PLAINTIFF is an "aggrieved employee," as that term is defined under Labor Code

section 2699(c) in effect at the time of the filing of the initial Complaint, as PLAINTIFF was employed by DEFENDANTS and suffered all of the Labor Code violations set forth herein. Accordingly, PLAINTIFF seeks to recover on behalf of the State of California and all Aggrieved Employees, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs. PLAINTIFF has standing to bring a PAGA cause of action on behalf of PLAINTIFF, the State of California, and all Aggrieved Employees, as PLAINTIFF was jointly employed by DEFENDANTS and is thereby affected by all of the alleged violations. A PAGA plaintiff has authority to seek penalties for all known violations committed by the employer - regardless of whether Plaintiff experienced all violations personally.

COMPLIANCE WITH PAGA'S NOTIFICATION REQUIREMENTS

145. On October 8, 2024, PLAINTIFF, through counsel, gave written notice by online filing with the California Labor and Workforce Development Agency ("LWDA") informing it that DEFENDANTS failed to comply with California's labor laws with regard to the allegations alleged in this Complaint ("PAGA Notice"). The PAGA Notice is based on the factual allegations in, and relates back to the filing of, the original Complaint on August 9, 2023. *Amaral v. Cintas Corp.* No. 2, 163 Cal.App.4th 1157; *Hutcheson v. Superior Court* (2022) 74 Cal.App.5th 932.

146. The LWDA did not provide notice of its intention to investigate DEFENDANTS' violations after expiration of the statutorily-mandated waiting-time period(s), or at any time. To the extent any of the alleged violations were curable, DEFENDANTS failed to cure within the time allotted by PAGA. Accordingly, PLAINTIFF has exhausted the administrative remedies as required by Labor Code section 2699.3. Consequently, PLAINTIFF's right to file the instant lawsuit against DEFENDANTS has duly accrued.

147. PLAINTIFF seeks to recover the PAGA civil penalties for violations experienced by Aggrieved Employees through a representative action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th 969. Therefore, class certification of the PAGA claims is not required.

148. From one year prior to PLAINTIFF's filing of the required PAGA notice with the LWDA, and continuing through the present, as alleged herein, DEFENDANTS violated California Labor

Code sections, 201-204, 226, 226.7, 510, 511, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802, 2810.5, and all applicable Wage Orders.

149. As set forth above, DEFENDANTS have committed numerous violations of the California Labor Code due to including but not limited to their failure to pay all owed minimum wages and all owed overtime wages, failure to provide lawful meal and rest periods or compensation in lieu thereof, failure to reimburse business expenses, failure to provide accurate itemized wage statements, and failure to pay all wages owed upon separation of employment as alleged above. PAGA penalties are in addition to any other relief available under the Labor Code.

150. Under the provisions of PAGA and the above mentioned Labor Code sections, including but not limited to Labor Code sections 201-204, 226, 226.7, 510, 511, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802, 2810.5, and all applicable Wage Orders as well as all interpretations of these laws by California Courts and administrative bodies, as well as any other law that is enforceable through PAGA, DEFENDANTS are liable for the following penalties:

a. All statutorily-specified penalties recoverable under PAGA based on the facts alleged herein as enumerated in the relevant California Labor Code provisions listed herein to the extent permitted by the PAGA statute, pursuant to Labor Code section 2699(a); and

b. Default PAGA penalties for any violation of the enumerated list of Labor Code violations without a civil penalty recoverable under the PAGA, all in the default amounts provided by Labor Code section 2699(f).

151. Pursuant to Labor Code section 2699(k), and/or any and all other applicable laws, PLAINTIFF is entitled to recover civil penalties, costs, and attorney's fees.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays for relief and judgment, on behalf of PLAINTIFF and Class Members and Aggrieved Employees as follows:

1. For an order that the action be certified as a class action;
2. For an order that PLAINTIFF be appointed as class representative;
3. For an order that counsel for PLAINTIFF be appointed as class counsel;

4. For compensatory damages according to proof;
5. For liquidated damages according to proof;
6. For penalties according to proof;
7. For an order requiring DEFENDANTS to make restitution of all amounts wrongfully withheld from PLAINTIFF and the Class Members;
8. For an order finding DEFENDANTS have engaged in unfair competition in violation of section 17200, *et seq*., of the California Business and Professions Code;
9. For an order enjoining DEFENDANTS from further acts of unfair competition;
10. For pre-judgment interest as permitted by law;
11. For attorney's fees and costs reasonably incurred; and
12. For civil penalties under Labor Code Section 2699; and

13. For such other and further relief that the Court deems just and proper.

Dated: 12/13/2024 **CROSNER LEGAL, PC**

By: ____________________
Sepideh Ardestani, Esq.
Jamie K. Serb, Esq.

~~By:~~ ____________________
Zachary M. Crosner, Esq.
~~Jamie~~
~~Serb, Esq.~~
~~Brandon Brouillette, Esq.~~
Attorneys for Plaintiff,
AZIEL JOEY GOMEZ PEREZ

DEMAND FOR JURY TRIAL

PLAINTIFF demands a trial by jury on all claims so triable.

Dated: 12/13/2024 **CROSNER LEGAL, PC**

~~By:~~

By:

Sepideh Ardestani, Esq.
Jamie K. Serb, Esq.
Zachary M. Crosner, Esq.
~~Jamie~~
~~Serb, Esq.~~
~~Brandon Brouillette, Esq.~~
Attorneys for Plaintiff,
AZIEL JOEY GOMEZ PEREZ

EXHIBIT
2

~~[MODEL]~~ CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between ~~plaintiff _________ ("Plaintiff")~~ Aziel Joey Gomez Perez ("Plaintiff") on the one hand, and ~~defendant XYZ ("XYZ").~~ Defendant Qantas Airways Limited ("Qantas" or "Defendant"). The Agreement refers to Plaintiff and ~~XYZ~~Defendant collectively as "Parties," or individually as "Party."

This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge and settle the "Released Claims" (as defined below) on a class- and representative action-basis pertaining to the "Released Parties" (as defined below) upon and subject to the terms and conditions contained herein. This Agreement, which is contingent upon final Court approval, contains the essential terms of the Parties' agreement. Class Representative and Class Counsel believe, and the Parties have agreed, that the settlement set forth in this Agreement confers substantial benefits upon the Class Members.

1. **DEFINITIONS.**

1.1 **"Action"** means ~~the~~ Plaintiff's lawsuit ~~alleging wage and hour violations~~ against ~~XYZ~~Qantas captioned ~~________~~*Aziel Joey Gomez Perez v. Qantas Airways Limited*, initiated on ~~________~~August 9, 2023 and ~~pending in Superior~~subsequently removed to the United States District Court ~~of~~for the ~~State~~Central District of California (U.S. District Court, Central District of California, ~~County of~~ Case No. 2:23-cv-08620-KK-RAO; Los Angeles County Superior Court, Case No. 23STCV18974), and any other proceeding by Plaintiff against Defendant alleging claims that were asserted, or that could have been asserted therein based on the same factual allegations, including any Refiled Action under Section 6.1.1 of this Agreement.

1.2 **"Administrator"** or **"Settlement Administrator"** means ~~________,~~ the neutral entity the Parties have agreed to appoint to administer the Settlement pursuant to Section 7.1.

1.3 **"Administration Expenses Payment"** means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement. References herein to actions and responsibilities of the Administrator shall be to those actions and responsibilities it shall take as set forth in the Agreement.

~~1.4 "Aggrieved Employee" means [e.g., a person employed by XYZ in California and classified as a ________ who worked for XYZ during the PAGA Period].~~

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~~1.5 "Class" means [define class e.g., all persons employed by XYZ in California and classified as ________ who worked for XYZ during the Class Period].~~

~~1.6 "Class Counsel" means ________.~~

1.4 **"Aggrieved Employee"** shall mean, for purposes of Plaintiff's claim under the Private Attorneys General Act ("PAGA)," Cal. Lab. Code § 2968, et seq., all current and former non-exempt employees who worked directly or indirectly via a staffing agency for Defendant at any location in California at any time from August 9, 2022 to the date on which the Court grants preliminary approval of this Settlement.

1.5 **"Class"** means all current and former non-exempt employees of Defendant who worked directly or indirectly via a staffing agency at any location in California at any time from August 9, 2019, to the date on which the Court grants preliminary approval of this Settlement and who have not previously released their claims against Defendant.

1.6 **"Class Counsel"** means Zachary M. Crosner, Jamie K. Serb, and Sepideh Ardestani of Crosner Legal, PC, 9440 Santa Monica Blvd., Suite 301, Beverly Hills, CA 90210.

1.7 **"Class Counsel Fees Payment"** and **"Class Counsel Litigation Expenses Payment"** mean the amounts, as approved by the Court, allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.8 **"Class Data"** means Class Member identifying information in ~~XYZ's~~Qantas's possession including the Class Member's full name, social security number, last-known mailing address, ~~Social Security number,~~ ________,dates of employment, and the total number of Eligible Workweeks during which Class Members made deliveries as a Class Member during the Class Period~~ Workweeks and PAGA Pay Periods~~.

1.9 ~~"Class Member" or~~ **"Settlement Class Member"** means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

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

1.11 **"Class Notice"** means the ~~COURT APPROVED~~ NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, approved by the Parties and subject to Court approval, to be mailed to Class Members in English ~~[with a Spanish translation, if applicable]~~substantially in the

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form~~, without material variation, attached as~~ of **Exhibit A** ~~and~~hereto, which is incorporated by reference into this Agreement.

1.12 **"Class Period"** means the period from ~~________ to _________.~~ August 9, 2019 to the date on which the Court grants preliminary approval of this settlement.

1.13 **"Class Representative"** means ~~the named~~ Plaintiff ~~in the operative complaint in the Action seeking Court approval to serve as a Class Representative~~Aziel Joey Gomez Perez.

1.14 **"Class Representative Service Payment"** means the ~~payment~~amount that the Court authorizes be paid to the Class Representative for initiating the Action and providing services in support of the Action, separate and apart from Plaintiff's Individual Class Payment, in recognition of Plaintiff's efforts and risks in assisting with the prosecution of the Actions.

1.15 **"Court"** means the Superior Court of California, County of Los Angeles.

1.16 "~~XYZ~~**Defendant**" means named Defendant ~~________.~~Qantas Airways Limited.

~~1.17 "Defense Counsel" means ________.~~

1.17 **"Defense Counsel"** collectively refers to King & Spalding LLP, 633 West Fifth Street, Suite 1600, Los Angeles, California 90071.

1.18 **"Effective Date"** means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (~~a~~i) if no ~~Participating Class Member objects~~objections to the ~~Settlement~~settlement are filed, the day the Court enters Judgment; (~~b~~ii) if ~~one or more Participating Class Members objects~~any objection to the Settlement is filed but no appeal of the Judgment is filed, the day after the deadline for filing a notice of appeal from the Judgment; ~~or~~(iii) if ~~a timely~~there is an appeal ~~from~~of the ~~Judgment is filed, the day after the appellate court affirms the~~Court's Judgment, the latest of the date the Judgment is affirmed on appeal and ~~issues~~ a remittitur is issued, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court; or (iv) if a petition for writ of certiorari to the California Supreme Court is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed in the event the petition is granted.

1.19 **"Eligible Workweek"** means any week during which a Class Member worked for Qantas for at least one day, during the Class Period.

~~1.19~~1.20 **"Final Approval Order"** means the Court's order granting final approval of the Settlement following the Final Approval Hearing.

~~1.20~~1.21 **"Final Approval Hearing"** means the Court's hearing on the Motion for

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Final Approval of the Settlement at which the Court decides whether the terms of the Agreement are fair, reasonable, and adequate for the Class Members and meet all requirements for final approval.

~~1.21~~1.22 "**Final Judgment**" means the Judgment ~~Entered~~entered by the Court ~~upon~~on its Order Granting Final Approval of the Settlement~~.~~ that has become final according to Paragraph 1.18. The Final Judgment shall constitute a judgment respecting the Parties within the meaning and for purposes of California Code of Civil Procedure sections 577, and 904.1(a), and on the PAGA claims for purposes of enforcing the rule announced in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009).

~~1.22~~1.23 **"Gross Settlement Amount"** ~~means $ which is~~ refers to the total monetary amount ~~XYZ agrees~~that Defendant is obligated to pay ~~under the Settlement except as provided in Paragraph 9 below.~~in connection with this Agreement: One Million Three Hundred Thousand U.S. dollars ($1,300,000.00). The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, the Class Representative Service Payment, and the Administrator's Expenses. Except as expressly set forth in Paragraph 3.1, in no event shall Defendant be obligated to pay more than the Gross Settlement Amount in connection with this Agreement.

~~1.23~~1.24 **"Individual Class Payment"** means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Eligible Workweeks worked during the Class Period.

~~1.24~~1.25 **"Individual PAGA Payment"** means the Aggrieved Employee's pro rata share of 25% of the PAGA ~~Penalties~~Payment calculated according to the number of ~~Workweeks~~PAGA Pay Periods the Aggrieved Employee worked during the PAGA Period.

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

1.26 **"LWDA"** means the California Labor and Workforce Development Agency, the agency entitled~~,~~ under Labor Code section 2699~~, subd. (i).~~ and 2699.3..

1.27 **"LWDA PAGA Payment"** means the 75% of the PAGA ~~Penalties~~Payment paid to the LWDA under Labor Code section 2699~~, subd. (i~~(i) (in effect immediately prior to June 19, 2024).

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, the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The ~~remainder~~Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.

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

1.30 **"Objection"** refers to a written statement submitted timely by a Participating Class Member to the Settlement Administrator that contains (1) the name and case number of the Action (or reasonable portion thereof), (2) the full name, last four digits of their social security number, and current address of the Participating Class Member making the Objection, (3) the specific reason(s) for the Objection, and (4) any evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) that an Objector may submit for the Court to consider.

1.31 **"Objector"** refers to a Participating Class Member who has submitted an Objection.

1.32 **"PAGA"** means the California Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698. *et seq*.), as of immediately prior to June 19, 2024.

~~1.30~~1.33 **"PAGA Pay Period"** means any Pay Period during which an Aggrieved Employee worked for ~~XYZ~~Defendant for at least one day during the PAGA Period.

~~1.31~~1.34 **"PAGA Period"** means the period from ~~_________ to _________.~~August 9, 2022 to the date on which the Court grants preliminary approval of this Settlement.

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

~~1.33~~1.35 **"PAGA ~~Notice~~Notices"** means Plaintiff's ~~_________~~October 8, 2024 letter to ~~XYZ~~Qantas and the LWDA ~~[and Plaintiff's _________ letter to XYZ and the LWDA]~~, providing notice pursuant to Labor Code section 2699.3~~, subd.(a).~~(a). For purposes of this Settlement Agreement, the PAGA Notice is deemed to relate back to the filing of Plaintiff's original complaint filed in the Los Angeles County Superior Court on August 9, 2023.

~~1.34~~1.36 **"PAGA ~~Penalties" means~~ Payment"** refers to the ~~total amount of~~One Hundred Thousand Dollar ($100,000) PAGA allocation payment in settlement of Plaintiff's claim for civil penalties ~~to be paid from~~ under PAGA. Seventy-five percent (75%) of the ~~Gross Settlement Amount, allocated 25%~~PAGA Payment ($75,000) shall be payable to the LWDA and twenty-five percent (25%) ($25,000) shall payable and distributed to Aggrieved Employees ~~(_________) and the 75% to LWDA (_________) in settlement of PAGA claims~~.

~~1.35~~1.37 **"Participating Class Member"** means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

~~1.36~~1.38 **"Plaintiff"** means ~~_________,~~Plaintiff Aziel Joey Gomez Perez, the named plaintiff in the Action.

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~~1.37~~1.39 **"Preliminary Approval Order"** means the ~~Court's Order Granting~~ order entered by the Court granting a Motion for Preliminary Approval of the Settlement.

~~1.38 "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.~~

~~1.39~~1.40 **"Released Class Claims"** means the claims being released as described in ~~Paragraph 6.2~~Section 5.1 below.

~~1.40~~1.41 **"Released PAGA Claims"** means the claims being released as described in ~~Paragraph 6~~Section 5.2 below.

~~1.41~~1.42 **"Released Parties"** means: ~~XYZ~~Defendant and its current or former parents, successors, predecessors, affiliates, subsidiaries or related entities, and each of ~~its~~their current or former ~~and present~~officers, directors, ~~officers~~members, shareholders, ~~owners, [members],~~ managers, human resources representatives, employees, agents, contractors, insurance carriers, representatives, and attorneys~~, insurers, predecessors, successors, assigns [subsidiaries] [affiliates].~~.

~~1.42~~1.43 **"Request for Exclusion"** ~~means a~~ refers to a timely, written, opt-out request signed by a Class Member or his/her representative that reasonably communicates the Class Member's ~~submission of a written request~~ election to be excluded from the ~~Class~~ Settlement ~~signed by~~and meets the ~~Class Member~~requirements set forth in Section 7.5.1.

~~1.43~~1.44 ~~"~~**"Response Deadline~~"~~"** means ~~[e.g., 60]~~45 days after the Settlement Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, ~~or~~ (b) fax, email, or mail his or her Objection to the Settlement~~.~~, or (c) dispute the information contained in the Class Notice. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

~~1.44~~1.45 **"Settlement"** means the disposition of the Action effected by this Agreement and the Judgment.

~~1.45 "Workweek" means any week during which a Class Member worked for XYZ for at least one day, during the Class Period.~~

2. **RECITALS AND PROCEDURAL HISTORY.**

2.1 **The State Court Action.** On ~~_________,~~August 9, 2023, Plaintiff ~~commenced this~~initiated the Action by filing ~~a~~ his Class Action Complaint ~~alleging causes of action against XYZ for _________. [The~~ (the "Original Complaint ~~is the operative complaint in the Action (the "Operative Complaint.")] [On _________~~,") in the

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Los Angeles County Superior Court, Case No. 23STCV18974, asserting putative class claims against Qantas for: (1) recovery of unpaid minimum wages, (2) recovery of unpaid overtime wages; (3) failure to provide compliant meal periods; (4) failure to provide compliant rest periods; (5) failure to timely pay all wages upon termination; (6) failure to reimburse business expenses; and (7) unfair business practices under California's Unfair Competition Law ("UCL"), Business & Professions Code § 17200 et seq.

2.2 **Removal to Federal Court.** On October 12, 2023, Defendant removed the Action to the United States District Court for the Central District of California (the "Central District of California"), where the case was assigned Case No. 2:23-cv-08620-KK-RAO. Plaintiff filed a ~~[e.g., First Amended Complaint] alleging causes of action against XYZ~~motion to remand the Action to the Los Angeles County Superior Court on November 13, 2023, which the Central District of California (Judge Kenly Kia Kato presiding) denied by order dated December 26, 2023. On December 28, 2023, the Central District of California issued a scheduling order (the "Scheduling Order") setting a February 22, 2024 deadline for Plaintiff to move for ~~_________.~~class certification and a January 6, 2025 trial date.

2.3 **Voluntary Dismissal Without Prejudice of Federal Proceeding.** On January 26, 2024, the Parties filed a Joint Stipulation to Amend the Court's December 28, 2024 Scheduling Order to accommodate the Parties mediation scheduled for June 25, 2024. (ECF No. 29.) The ~~[e.g., First Amended] Complaint is the operative complaint in the Action (the "Operative Complaint.")] XYZ~~Central District of California denied the Parties' stipulated request to amend its Scheduling Order. (ECF No. 31.) On February 7, 2024, the Parties filed a Stipulation of Voluntary Dismissal of the Action without prejudice pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii). The Central District of California closed the federal proceeding on February 8, 2024. (ECF No. 33.)

~~2.1~~2.4 **Defendant's Denials.** Defendant denies: (1) all the material allegations in the ~~Operative Complaint, denies any failure to~~ Action; (2) that it violated any laws; (3) that it is liable for damages, penalties, interest, restitution, attorneys' fees or costs, or for any other compensation or remedy with respect to anyone on account of the claims asserted in the Action; and (4) that class certification, collective action certification, or representative treatment is appropriate as to any claim in the Action for purposes other than settlement. Defendant contends that its policies, procedures, and practices comply with ~~the~~all applicable laws ~~identified in~~asserted in the ~~Operative Complaint and denies any and all~~ Action. Nonetheless, without admitting any liability ~~for the causes of action alleged.~~or wrongdoing whatsoever and without admitting that class certification, collective action certification, or representative treatment is appropriate for any purpose other than for settlement purposes alone, Defendant has agreed to settle the Action on the terms set forth in this Agreement, to avoid the burden, expense, and uncertainty of litigation. Any statements by Defendant in this Agreement are made for settlement purposes only and shall under no circumstances be construed as an admission of fault or liability by Defendant. To the extent that any claim by Plaintiff in the Action is or could be

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time-barred under an applicable statute of limitations, Defendant's voluntary agreement to waive applicability of such statute of limitations in this Agreement shall apply for the limited purposes of this Settlement only and shall not be construed as a waiver of the statute of limitations should the Court decline to enter a Final Approval Order, nor shall Defendant be estopped from asserting the statute of limitations as a defense to any claim should the Court decline to enter a Final Approval Order. Defendant reserves all rights and defenses as to any of the claims asserted in the Action in the event the court declines to enter a Final Approval Order.

~~2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to XYZ and the LWDA by sending the PAGA Notice.~~

~~2.3 On _________ (type in additional dates), the Parties participated in an all-day mediation presided over by _________ which led to this Agreement to settle the Action (describe alternative means of negotiation).~~

~~2.4~~2.5 ~~Prior to mediation / negotiating the Settlement, Plaintiff obtained, through formal / informal discovery, (describe documents, testimony and information obtained). Plaintiff's~~**Class Counsel's Investigation.** Prior to mediation, Plaintiff obtained, through informal discovery, the time records and payroll data for a randomly selected and anonymized group making up 25% of Class Members and Aggrieved Employees; Plaintiff's personnel file; Plaintiff's individual time records and itemized wage statements; records pertaining to the election and implementation for Qantas's Alternative Workweek Schedule ("AWS") for Licensed Aircraft Maintenance Engineers and Aircraft Maintenance Engineers; Qantas's employee handbook and written wage-and-hour policies addressing the recording of hours worked, meal and rest periods for non-exempt employees, overtime pay, expense reimbursements, and the editing/correction of timekeeping records; and the total number of current and former Class Members employed during the applicable statute-of-limitations period. Plaintiff represents and warrants that his 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*").

2.6 ~~The~~**Negotiation of Settlement.** Class Counsel engaged in intensive, arms-length negotiations with Defendant at mediation with experienced mediator Henry Bongiovi, Esq., with a view toward achieving substantial benefits for the Class Members and Aggrieved Employees, while avoiding the cost, delay, and uncertainty of further litigation. The Parties reached an agreement in principle at the mediation held on June 25, 2024. Plaintiff and Class Counsel believe the Settlement is appropriate considering (1) the factual and legal defenses to the claims asserted, which render uncertain the ultimate outcome of the Actions and class certification, (2) the potential difficulties Plaintiff, Class Members, and Aggrieved Employees would encounter in establishing their claims and maintaining class treatment, (3) the substantial benefits that Class Members and Aggrieved Employees would receive under this Agreement, and (4) that this Agreement

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provides Class Members and Aggrieved Employees relief in an expeditious and efficient manner, compared to any manner of recovery possible after litigation and potential appeal. The mediation led to this Agreement to settle the Action.

2.7 **The PAGA Letter.** Plaintiff gave written notice to Defendant and the LWDA of his PAGA claims by sending the PAGA Notice on October 8, 2024. For purposes of this Settlement only, the Parties agree that the PAGA notice relates back to the filing of the Original Complaint.

~~2.5~~2.8 No Court has ~~/ has not~~ granted class certification~~. (insert details as needed)~~ in the Action.

~~2.6~~2.9 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.

2.10 **Stipulation to Class Certification and Representative Treatment.** For settlement purposes only, the Parties stipulate that the Participating Class Members described herein who do not submit a timely Request for Exclusion from the Settlement Class may be conditionally certified as a settlement class and that the Aggrieved Employees are appropriate for representative treatment for purposes of settlement. This stipulation to certification and representative treatment is in no way an admission that class action certification and/or representative treatment is proper and shall not be admissible in this or in any other action except for the sole purpose of enforcing this Agreement. Nor should Defendant's stipulation to conditional class certification and representative treatment be deemed as a waiver of any additional defenses against class or representative action treatment. Should, for whatever reason, the Court fail to issue a Final Approval Order, the Parties' stipulation to class certification and representative treatment as part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification and/or representative treatment would be appropriate in a non-settlement context. Defendant expressly reserves its rights and declares that it would continue to oppose class certification, representative treatment, and the substantive merits of the Action should the Court decline to issue a Final Approval Order. Plaintiff expressly reserves his rights and declares that he will continue to pursue class certification, representative treatment, and a trial in the Action should the Court decline to issue a Final Approval Order.

3. MONETARY TERMS.

3.1 **Gross Settlement Amount.** ~~Except as otherwise provided by Paragraph 9 below, XYZ~~Defendant promises to pay ~~$_________ and no more~~ One Million Three Hundred Thousand U.S. dollars ($1,300,000) as the Gross Settlement Amount ~~[and~~ to fully settle, resolve, and extinguish the claims in the Action. Defendant shall separately pay ~~any and all employer~~ the employer's share of payroll taxes ~~owed~~ on

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the Wage Portions of the Individual Class Payments~~.] XYZ~~, which shall be paid in addition to, and not be drawn from, the Gross Settlement Amount. Except as set forth in this Paragraph, the Gross Settlement Amount shall be all-in with no reversion to Defendant, meaning Defendant will pay no more and no less than the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in ~~Paragraph 6.1~~Section 4.3 of this Agreement. The Settlement Administrator ~~will disburse the entire Gross Settlement Amount without asking or requiring~~shall not condition the distribution of funds to Participating Class Members or Aggrieved Employees ~~to submit any~~ on the submission of a claim ~~as a condition of payment. None of the Gross Settlement Amount will revert to XYZ~~.

3.2 **Payments from the Gross Settlement Amount.** ~~The~~Subject to the terms and conditions of this Agreement, the Settlement Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:

3.2.1 ~~To Plaintiff:~~ **Class Representative Service ~~Payment~~Award.** Class Representative Service Award to the Class Representative of not more than ~~$________ (in addition to~~$10,000 (separate and apart from any Individual Class Payment ~~[~~and any Individual PAGA Payment~~]~~ the Class Representative is entitled to receive as a Participating Class Member). ~~XYZ~~Defendant will not oppose Plaintiff's request for ~~a~~the Class Representative Service ~~Payment~~Award that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service ~~Payments~~Award no later than ~~[~~16 court~~]~~ days prior to the Final Approval Hearing. If the Court approves a Class Representative Service ~~Payment~~Award less than the amount requested, the Administrator will ~~retain~~include the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service ~~Payment~~Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on ~~the Class Representative Service Payment~~this Class Representative Service Award. The Court's approval of the Class Representative Service Award in the amount requested is not a material term of this Agreement. In exchange for the Class Representative Service Award, Plaintiff shall execute the general release of claims, as set forth in Section 5.3.

3.2.2 ~~To Class Counsel: A~~**Class Counsel Fees Payment.** Class Counsel shall request that the Court award Class Counsel (a) a Class Counsel Fees Payment of not more than ~~ %,~~one-third (1/3) of the Gross Settlement Amount, which payment is currently estimated to be ~~$________~~Four Hundred Thirty-Three Thousand Three Hundred Thirty-three and 33/100 U.S. dollars ($433,333.33), and (b) a Class Counsel Litigation ~~Expenses~~Expense Payment of not more than ~~$________. XYZ~~twenty thousand ($20,000) for litigation costs actually incurred by Class Counsel

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in representing the interests of the Class in the Actions. Both the Class Counsel Fees Payment and the Class Counsel Litigation Expense Payment shall be deducted from the Gross Settlement Amount in the amount approved by the Court. No amount shall be deducted from the Gross Settlement Amount for Class Counsel Fees Payment or Class Counsel Litigation Expense Payment unless that amount is approved by the Court. Defendant will not oppose ~~requests for these payments~~ or otherwise object to Plaintiff's application for the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment provided that they do not exceed ~~these~~the aforementioned amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than ~~[~~16 court~~]~~ days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment in an amount less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount~~.~~, which shall be paid to Class Members on a proportional basis relative to the size of their claims as set forth in Paragraph 3.2.4 below. The Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Settlement Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and ~~holds XYZ~~shall indemnify and hold Defendant harmless~~, and indemnifies XYZ,~~ from any dispute or controversy regarding any division or sharing of ~~any of these Payments~~the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment among Class Counsel.

~~3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed $________ except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $________, the Administrator will retain the remainder in the Net Settlement Amount.~~

3.2.3 **Settlement Administration Costs.** The Parties agree to obtain a reasonable estimate of Administrative Costs of up to Seven Thousand U.S. dollars ($7,000) and seek approval of Administrative Costs to be drawn from the Gross Settlement Amount. If the Court approves an amount less than $15,000, then the other terms of this Agreement shall remain in effect. The amount of Administrative Costs is not a material term of this Agreement.

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

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3.2.4.1 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Settlement Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. If a Non-Participating Class Member is also an Aggrieved Employee, the Individual PAGA Payment shall constitute the sole compensation to that Non-Participating Class Member under this Agreement, as set forth in Paragraph 3.2.5.

~~3.2.4.1~~3.2.4.2 Tax Allocation of Individual Class Payments. ~~________%~~Forty percent (40%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. ~~The ________%~~Sixty percent (60%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for ~~[e.g.,~~ interest and penalties~~]~~ (the "Non-Wage Portion").~~vi~~ The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any ~~employee taxes~~tax liabilities owed on their Individual Class Payment.

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

3.2.4.3 No opinion regarding the tax consequences of this Settlement. No opinion regarding the tax consequences of this Settlement to any individual Participating Class Member is being given, or will be given, by Defendant, counsel for Defendant, any other Released Party, or Class Counsel. Participating Class Members must consult their own tax advisors regarding the tax consequences of this Settlement, including but not limited to any payments provided or tax reporting obligations. Participating Class Members shall be solely responsible for paying all other applicable taxes on their respective Individual Class Payments and shall indemnify and hold harmless Defendant and the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of Individual Class Payments.

3.2.5 To the LWDA and Aggrieved Employees: A PAGA ~~Penalties~~Payment in

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the amount of ~~$_________~~$100,000 to be paid from the Gross Settlement Amount, with 75% ~~($_________)~~($75,000) allocated to the LWDA PAGA Payment and 25% ~~($_________)~~($25,000) 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 ~~$_________~~(i.e., $25,000) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves a PAGA ~~Penalties~~Payment 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.~~

3.2.5.3 No payroll taxes shall be withheld or deducted from each Aggrieved Employee's Individual PAGA Payment, and the Settlement Administrator shall issue to Aggrieved Employees an IRS Form 1099 for each such payment. Aggrieved Employees assume sole responsibility and liability for any taxes owed on their Individual PAGA Payment and shall indemnify and hold harmless Defendant and the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of any Individual PAGA Payment.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1 **Class Workweeks and Aggrieved Employee Pay Periods.** Based on a review of its records to date, ~~XYZ~~Defendant estimates that as of June 25, 2024, there ~~are _________~~were approximately 361 Class Members who collectively worked a total of ~~_________~~28,347 Eligible Workweeks, and ~~_________ of~~231 Aggrieved Employees who worked a total ~~_________~~of 7,010 PAGA Pay Periods.

4.2 **Class Data.** Not later than ~~[e.g.,~~ 15~~]~~ business days after the Court ~~grants~~issues its Preliminary Approval ~~of the Settlement, XYZ~~Order, Defendant will ~~simultaneously~~ deliver the Class Data to the Settlement Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Settlement Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Settlement Administrator employees who need access to the Class Data to effect and perform under this Agreement. ~~XYZ~~Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted

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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 ~~XYZ~~Defendant must send the Class Data to the Settlement Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 **Funding of Gross Settlement Amount.** ~~XYZ~~ Within 30 calendar days after the Effective Date, Defendant shall (i) fully fund the Gross Settlement Amount into the Qualified Settlement Fund ("QSF") established by the Settlement Administrator, as set forth in Section 7.3, and ~~also~~(ii) fund ~~the~~all amounts necessary to fully pay ~~XYZ's~~Defendant's share of payroll taxes, by transmitting ~~the~~those funds to the ~~Administrator no later than [14] days after the Effective Date~~QSF.

4.4 **Payments from the Gross Settlement Amount.** Within ~~[~~14~~]~~ days after ~~XYZ~~Defendant funds the Gross Settlement Amount, the Settlement Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service ~~Payment~~Award. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service ~~Payment~~Award shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1 The Settlement Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Participating Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. Any checks that are not cashed within one hundred eighty (180) calendar days from the date of the mailing of the checks shall be cancelled and said cancellation shall not affect the validity of the releases provided for herein and the Participating Class Member or Aggrieved Employee shall be deemed to, nevertheless, be bound by the releases provided herein. The face of each check shall prominently state the date ~~(not less than 180 days after the date of mailing)~~ when the check will be voided. The ~~Administrator will cancel all checks not cashed by the void date. The~~Settlement Administrator will send checks for Individual ~~Settlement~~Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Settlement 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 Settlement Administrator may send Participating Class Members who are also Aggrieved Employees a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.4.3 For any Participating Class Member or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Settlement Administrator shall transmit the funds represented by such checks ~~[~~to the ~~California Controller's Unclaimed Property Fund in~~Rural Legal Assistance Foundation, a 501(c)3 nonprofit organization, Federal Tax ID 94-2800442, or such other non-profit organization mutually agreed upon by the ~~name of~~Parties and approved by the ~~Class Member thereby leaving no "unpaid residue"~~Court subject to the requirements of ~~California~~ Code of Civil Procedure ~~Section~~section 384~~, subd. (b).] [or to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd.~~ (b) ("Cy Pres Recipient"). The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient~~.~~].

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

5. **RELEASES OF CLAIMS**. Upon~~.~~ ~~Effective on~~ the ~~date when XYZ fully funds~~funding of the ~~entire~~ Gross Settlement Amount ~~and funds all employer payroll taxes owed on~~into the ~~Wage Portion of the Individual Class Payments~~QSF, as set forth in Paragraph 4.3, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 ~~Plaintiff's Release. Plaintiff and his or her respective~~**Release by Participating Class Members.** By operation of the entry of the Final Approval Order and Judgment, and except as to rights this Agreement creates, Class Representative and each Participating Class Member, for themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the First Amended Complaint in the Action and the Original Complaint in the Action arising during period from

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August 9, 2019 to the date on which the Court grants final approval of the Settlement, including but not limited to, any claim for: (1) failure to pay minimum wage in violation of California Labor Code §§ 222-224, 510, 558.1, 1194, 1194.2, 1197 & IWC Wage Order 9-2001, § 4; (2) failure to pay overtime wages in violation of California Labor Code §§ 510, 558, 558.1, 1194, 1194.2 & IWC Wage Order 9-2001, § 3; (3) failure to provide meal period or compensation in lieu thereof in violation of Labor Code §§ 204, 222-224, 218.5, 218.6, 226.7, 512, 558.1 and IWC Wage Order 9-2001, § 11; (4) failure to provide rest periods or compensation in lieu thereof in violation of Labor Code §§ 204, 222-224, 218.5, 218.6, 226.7, 512, 558, 558.1 and IWC Wage Order 9-2001, § 12; (5) failure to Timely Pay Wages in Violation of Labor Code §§ 201-204, 210, 2926, 2927; (6) failure to reimburse necessary business expenses in violation of Labor Code §§ 510, 558.1, 2802 and IWC Wage Order 9-2001, §§ 8-9; (7) failure to issue accurate itemized wage statements in violation of Labor Code § 226 and IWC Wage Order 9-2001; (8) unfair competition in violation of Business & Professions Code §§ 17200, et seq.; and (9) any derivative claims under the Fair Labor Standards Act ("FLSA"), the California Labor Code, or any applicable California Industrial Welfare Commission Wage Order; related common law claims for conversion, other alleged tortious conduct, breach of contract, and misrepresentation; and any other derivative claims under California law including claims for statutory or civil penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief ("Released Claims"). Notwithstanding the foregoing, Participating Class Members do not release any claims for PAGA penalties (Cal. Labor Code §§ 2698 et seq.), except to the extent that they are Aggrieved Employees covered by Paragraph 5.2. Except as set forth in Paragraphs 6.2 and 6.3 of this Agreement, Participating Class Members do not release any other claims beyond those released in this Paragraph 5.1.

5.2 **Release by Aggrieved Employees**. All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the PAGA Notice, the Original Complaint, the First Amended Complaint, or any other pleading filed in the Action arising during the period from August 9, 2022 to the date on which the Court grants final approval of the Settlement. The PAGA Released Claims include, without limitation, any PAGA claim for: (1) failure to pay minimum wage for all hours worked by Aggrieved Employees in violation of Labor Code §§ 222-224, 510, 558.1, 1194, 1194.2, 1197, 1197.1, 1198, 1198-1999 & IWC Wage Order 9-2001, § 4; (2) failure to properly calculate Aggrieved Employees' overtime wages and pay all overtime wages due in violation of California Labor Code §§ 510, 558, 558.1, 1194, 1194.2 & IWC Wage Order 9-2001; (3) failure to provide Aggrieved Employees with lawful meal periods of compensation in lieu thereof (Labor Code §§ 204, 222-224, 218.5, 218.6, 226.7, 512, 558.1 and IWC Wage Order 9-2001); (4) failure to provide Aggrieved Employees with lawful rest periods or compensation in lieu thereof in violation of failure to provide rest periods or

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compensation in lieu thereof in violation of Labor Code §§ 204, 222-224, 218.5, 218.6, 226.7, 512, 558, 558.1 and IWC Wage Order 9-2001, § 12; (5) failure to timely pay Aggrieved Employees all wages due within the time periods required by California Labor Code sections 201-204, and then to pay waiting time penalties pursuant to section 203 of the California (Labor Code §§ 201-204, 210, 2926, 2927); (6) failure to reimburse necessary business expenses in violation of Labor Code §§ 510, 558.1, 2802 and IWC Wage Order 9-2001, §§ 8-9; (7) failure to provide accurate itemized wage statements in violation of Labor Code § 226; and (8) all penalties pursuant to the PAGA premised on or derivative of the alleged violations articulated above; and (9) penalties, interest, attorney fees, or other damages arising out of Defendant's alleged California Labor Code violations released herein.

5.3 **Additional Release and Section 1542 Waiver by Class Representative**. In addition to the releases given by each Participating Class Member and Aggrieved Employee in Sections 5.1 and 5.2 above, respectively, Class Representative, for himself and his former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally~~, release and discharge Released Parties from all claims, transactions, or occurrences [that occurred during the Class Period], including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, [or ascertained during the Action and released under 6.2, below]. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff~~ releases and discharges Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under any body of law, from the beginning of time through the date on which the Court grants Final Approval of this Settlement. This general release by Class Representative also includes a waiver of rights under California Civil Code Section 1542, which states:

> 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

~~5.1~~ Class Representative acknowledges that Class Representative may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that ~~Plaintiff's~~Class

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Representative's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or ~~Plaintiff's discovery of them~~Class Representative's discovery of them. This general release from Class Representative is only effective upon the Court issuing the Final Approval Order and only applies to claims that may be released as a matter of law. This release also does not include future claims that arise after issuance of the Final Approval Order. Class Representative's Release does not extend to any claims or actions to enforce this Agreement.

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

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

~~5.2 Release by Participating Class Members Who Are Not Aggrieved Employees: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint [and ascertained in the course of the Action] [including, e.g., "(a) any and all claims involving any alleged failure to pay minimum wage; etc.]. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.~~

~~5.3 Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint[,] [and] the PAGA Notice [and ascertained in the course of the Action][including, e.g., "(a) any and all claims involving any alleged failure to pay minimum wage; etc.].~~

6. **~~MOTION FOR PRELIMINARY APPROVAL. THE PARTIES AGREE TO JOINTLY PREPARE AND FILE A MOTION FOR PRELIMINARY APPROVAL~~**

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~~(“~~FIRST AMENDED COMPLAINT & MOTION FOR PRELIMINARY APPROVAL.

6.1 **First Amended Complaint.** For purposes of this Settlement only, the Parties will submit a stipulation and proposed order to the Los Angeles County Superior Court in the Action (under Case No. 23STCV18974) for Plaintiff to file a First Amended Complaint in the form attached hereto as **Exhibit B**, not less than 65 days after the submission of the PAGA Notice to the LWDA. The First Amended Complaint shall cover all claims covered by the Original Complaint filed in the Los Angeles County Superior Court on August 9, 2023, Case No. 23STCV18974, as well as all claims covered by the releases in Sections 5.1, 5.2, and 5.3, *supra*, and shall include a claim for civil penalties under PAGA embracing all violations that could be asserted based on the allegations in the Original Complaint, First Amended Complaint, and the PAGA Notice (the “PAGA Claim”), as well as a claim for failure to issue accurate itemized wage statements in violation of Labor Code § 226. Defendant will not be required to respond to the First Amended Complaint. If the Court does not approve this Settlement or there is no Final Judgment, the Parties will return to the status quo by stipulating to the filing of a Second Amended Complaint in the identical form as the Original Complaint.

6.1.1 At the time that Plaintiff files the stipulation and proposed order to file a First Amended Complaint, Plaintiff shall take such measures as are necessary to apprise the Los Angeles County Superior Court of the dismissal of the proceedings in federal court and reopen Case No. 23STCV18974. If and only if the Court declines to reopen Case No. 23STCV18974, Plaintiff shall refile the First Amended Complaint in the Los Angeles Superior Court as an initial complaint under a new case number (the “Refiled Action”). In compliance with Los Angeles County Superior Court Local Rule 3.3(d) and 3.3(e), in the event the First Amended Complaint must be filed as a Refiled Action, Plaintiff shall immediately bring the fact of the removal of the Original Complaint, the dismissal of the federal proceedings without prejudice, and refiling in the Los Angeles County Superior Court to the Court’s attention and take measures to (a) file a “Notice of Related Case” as provided under California Rules of Court, Rule 3.300, and (b) consolidate the Refiled Action with Case No. 23STCV18974.

6.1.2 In the event the First Amended Complaint must be filed as a Refiled Action as provided under Section 6.1.1, the Parties agree that for purposes of this Settlement: (a) the complaint in the Refiled Action, including the PAGA Claim, shall relate back to the filing of the Original Complaint in the Los Angeles County Superior Court on August 9, 2023, and shall be treated as originally filed on August 9, 2023, and (ii) because the Refiled Action shall be treated as having been filed prior to June 19, 2024, the amendments to PAGA enacted by SB92 and AB2288 shall **not** apply to Plaintiff’s PAGA Claim.

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~~6.~~6.2 **Motion for Preliminary Approval.** Plaintiff shall file a Motion for Preliminary Approval of Class Action Settlement (“Preliminary Approval Motion”) that complies with the Court’s current checklist for Preliminary Approvals.

~~6.1~~ **Plaintiff’s Responsibilities.** ~~XYZ’s Declaration in Support of Preliminary Approval.~~ Within 30 days of the ~~full~~ execution of ~~this~~the Settlement Agreement~~, XYZ~~ by all Parties, Plaintiff will prepare and deliver to ~~Class Counsel a signed Declaration from XYZ and~~ Defense Counsel ~~disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient. In their Declarations, Defense Counsel and XYZ 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~~6.2.1 ~~**Plaintiff’s Responsibilities.**~~ ~~Plaintiff will prepare and deliver to Defense Counsel~~ all documents necessary for obtaining Preliminary Approval~~,~~ including: (i) a draft of the notice, and memorandum in support, of the ~~Motion for~~ Preliminary Approval Motion that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699~~, subd. (f~~(s)(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 Settlement Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members ~~[~~and/or the proposed Cy Pres~~];~~; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, ~~[and/or]~~ the Administrator ~~[~~, and/or the proposed Cy Pres~~]; (v~~; (vi) a signed declaration from ~~each~~ Class ~~Counsel~~Counsel’s firm attesting to its competency to represent the Class Members~~;~~, its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3~~, subd.~~ (a)), Operative Complaint (Labor Code section 2699~~, subd. (l~~(s)(1)), and this Agreement (Labor Code section 2699~~, subd. (l~~(s)(2)); (~~vi~~vii) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (~~vii~~viii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff and Class Counsel ~~Declaration~~ shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. Class Counsel shall provide Defense Counsel with at least one week to review and comment on the draft Preliminary Approval Motion before filing.

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~~6.3~~6.2.2 ~~Responsibilities~~**Filing of Motion for Preliminary Approval**. Unless filed sooner by mutual agreement of the Parties, Plaintiff shall file the First Amended Complaint consistent with the terms of Sections 6.1, 6.1.1, and 6.1.2 within 10 days of the Settlement Agreement becoming fully executed. Plaintiff's Counsel~~.~~ shall secure a date for the Preliminary Approval Motion and file the Preliminary Approval Motion within 30 days of filing the First Amended Complaint. Class Counsel ~~and Defense Counsel are jointly~~is responsible for expeditiously finalizing and filing the ~~Motion for~~ Preliminary Approval ~~no later than [30] days after the full execution of this Agreement~~Motion; obtaining a prompt hearing date for the ~~Motion for~~ Preliminary Approval Motion; and for appearing in Court to advocate in favor of the ~~Motion~~ Preliminary Approval Motion. All Parties agree to work diligently and cooperatively to have this Settlement presented to the Court for ~~Preliminary Approval.~~preliminary approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Settlement Administrator.

~~6.4~~6.2.3 **Duty to Cooperate.** If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. If, following good-faith meet-and-confer efforts, the Parties are unable to resolve any disagreement as to (a) any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations or documents, and/or (b) any modifications to the Agreement or other actions necessary to address the Court's concerns in connection with the Court's denial of Preliminary Approval or placement of conditions on Preliminary Approval, the Parties agree to enlist the assistance of the mediator, and, if necessary, the Court pursuant to the procedures set forth in paragraph 12.5.

7. SETTLEMENT ADMINISTRATION.

7.1 **Selection of Administrator.** ~~The~~ After obtaining "not to exceed" bids from mutually acceptable and qualified settlement administrators, the Parties have ~~jointly selected~~mutually agreed to ask the Court to appoint Simpluris as the qualified administrator, to serve as the Settlement Administrator ~~and verified that~~, which, as a condition of appointment, ~~agrees~~will agree to be bound by this Agreement ~~and to perform, as a fiduciary, all~~with respect to the performance of its

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duties ~~specified in this Agreement in exchange for payment of Administration Expenses~~and its compensation. 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. Defendant hereby represents and warrants that it is not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by this Settlement.

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

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

7.4 Notice to Class Members.

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

7.4.2 Using best efforts to perform as soon as possible, and in no event later than ~~[~~14~~]~~ days after receiving the Class Data, the Settlement Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice ~~[with Spanish translation, if applicable]~~ substantially in the form attached to this Agreement as Exhibit ~~_________.~~A. The first page of the Class Notice shall prominently display an estimate of the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Eligible Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Settlement Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than ~~[~~3~~]~~ business days after the Settlement Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Settlement Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Settlement Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Settlement Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

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7.4.4 The ~~deadlines~~Response Deadline for Class Members' written objections, ~~Challenges~~challenges to Eligible Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional ~~[~~14~~]~~ days beyond the ~~[60]~~45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Settlement Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Settlement Administrator~~, by fax, email, or mail,~~ a ~~signed written~~ Request for Exclusion by the Response Deadline not later than ~~[60]~~45 days after the Administrator mails the Class Notice (plus an additional ~~[~~14~~]~~ days for Class Members whose Class Notice is re-mailed after having been returned undeliverable to the Administrator). 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. The Request for Exclusion must also: (1) contain the name and address of the Class Member requesting exclusion; (2) contain a statement expressing that the Class Member elects to be excluded from the Settlement; (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address. The date of the postmark on the return mailing envelope on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Except as otherwise set forth in Section 7.5.4, any Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement or have any right to object to or appeal the Settlement. Settlement Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any Final Judgment entered in this Action.

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

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under ~~Paragraphs 6.2~~ Sections 5.1 and ~~6.3~~5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in ~~Paragraph 6.4~~Section 5.2 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 **Challenges to Calculation of Eligible Workweeks**. Each Class Member and Aggrieved Employee shall have ~~[60]~~45 days after the Settlement Administrator mails the Class Notice (plus an additional ~~[~~14~~]~~ days for Class Members whose Class Notice is re-mailed) to challenge the number of ~~Class~~Eligible Workweeks and PAGA Pay Periods (if any) allocated to the Class Member and/or Aggrieved Employee in the Class Notice. The Class Member or Aggrieved Employee may challenge the allocation by communicating with the Settlement Administrator via fax, email or mail. The Settlement Administrator must encourage the challenging Class Member or Aggrieved Employee to submit supporting documentation. In the absence of any contrary documentation, the Settlement Administrator is entitled to presume that the Eligible Workweeks or PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Settlement Administrator's determination of each Class Member's or Aggrieved Employee's allocation of Eligible Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Settlement Administrator shall promptly provide copies of all challenges to calculation of Eligible Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel, and

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must also promptly communicate to Defense Counsel and Class Counsel ~~and~~ the Settlement Administrator's final determination as to the challenges.

7.7 **Objections to Settlement.**

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service ~~Payment~~Payments.

7.7.2 Participating Class Members may send written objections to the Settlement Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Settlement Administrator must do so not later than ~~[60]~~45 days after the Settlement Administrator's mailing of the Class Notice (plus an additional ~~[~~14~~]~~ days for Participating 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.

7.7.4 If a Class Member submits both a Request for Exclusion and an Objection, then the Request for Exclusion will be valid and will invalidate the Objection.

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

7.8.1 **Website, Email Address and Toll-Free Number.** The Settlement Administrator will establish and maintain and use an internet website to post information of interest to Class Members and Aggrieved Employees 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, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval Order and the Judgment. The Settlement 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 Settlement Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than ~~[~~5~~]~~ days after the expiration of the deadline for submitting Requests for Exclusion, the Settlement Administrator shall email a list to Class Counsel and Defense

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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 Settlement 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 Eligible Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Settlement 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 **Eligible Workweek and/or Pay Period Challenges.** The Settlement Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges ~~over~~to the calculation of Eligible Workweeks and/or PAGA Pay Periods. The Settlement Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

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7.8.5 **Settlement Administrator's Declaration.** Not later than ~~[~~14~~]~~ days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Settlement Administrator will provide to Class Counsel and Defense Counsel~~,~~ a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion 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.

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7.8.6 **Final Report by Settlement Administrator.** Within ~~[~~10~~]~~ days after the Settlement Administrator disburses all funds in the Gross Settlement Amount, the Settlement Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least ~~[~~15~~]~~ days before any deadline set by the Court, the Settlement Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its

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disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Settlement Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES**~~ [AND ESCALATOR CLAUSE]~~. Based on its records, ~~XYZ~~Defendant estimates that, as of ~~the date of this Settlement Agreement,~~ June 25, 2024, there were (1) ~~there are~~ _________361 Class Members and _________28,347 Total Eligible Workweeks during the Class period and (2) ~~there were~~ _________231 Aggrieved Employees who worked _________7,010 PAGA Pay Periods during the PAGA Period.

9. **~~XYZ'S~~DEFENDANT'S RIGHT TO WITHDRAW.** If the number of Class Members submitting timely and valid Requests for Exclusion identified in the Exclusion List exceeds ~~_________% of the total of all Class Members, XYZ~~eighteen (18), Defendant may, but is not obligated to, elect to withdraw from the Settlement~~.~~, provided that Defendant withdraws within the time period set forth in this Section. Defendant also may withdraw from the Settlement if: (a) the Settlement is construed in such a fashion that Defendant is required to pay more than the Gross Settlement Amount and employer-side taxes on amounts from the Gross Settlement Amount that are classified as wages; or (b) the Court does not approve the Settlement releasing the claims set forth in the Parties' Memorandum of Understanding ("MOU") and/or the Settlement Agreement, or otherwise makes an order inconsistent with any of the terms of the MOU and/or Settlement Agreement. The Parties agree that, if ~~XYZ~~Defendant withdraws, the Settlement shall be void *ab initio*~~,~~ and have no force or effect whatsoever, and ~~that~~ neither Party will have any further obligation to perform under this Agreement; provided, however, ~~XYZ~~Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. ~~XYZ~~Defendant must notify Class Counsel and the Court of its election to withdraw not later than ~~[seven]~~ten (10) business days after the Administrator sends the final Exclusion List to Defense Counsel or fifteen (15) business days after the Response Deadline, whichever is later; late elections will have no effect.

10. **MOTION FOR FINAL APPROVAL.** Not later than ~~[~~16~~]~~ court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a ~~motion~~Motion for ~~final approval~~Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699~~, subd. (l~~(s), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff will request that the Final Approval Order certify the Settlement Class; find that this Agreement is fair, just, adequate, and in the best interests of the Class; and require the Parties to carry out the provisions of this Agreement. Plaintiff shall make diligent and reasonable efforts to provide drafts of these documents to Defense Counsel not later than ~~[seven]~~ten (10) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

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

10.3 Continuing Jurisdiction of the Court. ~~The~~Pursuant to California Code of Civil Procedure section 664.6, 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) interpreting, implementing, and enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

10.5 ~~Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court~~Nullification of Agreement. In the event: (i) the Court denies preliminary approval of the Settlement with prejudice; (ii) the Court denies final approval of the Settlement with prejudice; (iii) the Court refuses to enter a Final Judgment as provided herein; (iv) Defendant exercises its right to withdraw under Section 9 of the Agreement; or (v) the Settlement does not become final for any other reason, this Agreement shall be null and void and any order or judgement entered by the Court in furtherance of this Settlement shall be treated as void *ab initio*. If the reviewing court vacates, reverses, or modifies the Judgment in a

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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~~reviewing court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

12. **ADDITIONAL PROVISIONS.**

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

~~12.2~~12.1 ~~Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, XYZ and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena~~

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~~issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, XYZ~~Confidentiality. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree to keep the Settlement confidential up to and until the Court grants preliminary approval of the Settlement, except as required to seek preliminary approval from the Court, including filing the Agreement with the Court. Thereafter, the Parties will agree to make no comments to the media or otherwise publicize the terms of the settlement, except that in response to third party or media inquiries the Parties may respond only that "the matter was resolved," or words to that effect, and/or refer the inquirer to the Settlement documents filed in Court. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, ~~any~~ with any third party regarding this Agreement or the matters giving rise to this Agreement ~~except to respond only that "the matter was resolved," or words to that effect.~~. This ~~paragraph~~Section does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

~~12.3~~12.2 No Solicitation. The Parties agree to use their best efforts to carry out the terms of this Settlement. 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~~Section shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

~~12.4~~12.3 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire ~~agreement between~~Agreement among the Parties relating to the Settlement, ~~superseding any~~ and ~~all~~no oral or written representations, warranties, ~~covenants,~~ or inducements have been made to ~~or by~~any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in the Agreement and its Exhibits. The Parties are entering into this Agreement based solely on the representations and warranties herein and not based on any ~~Party~~promises, representation, and/or warranties not found herein.

~~12.5~~12.4 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and ~~XYZ~~Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

~~12.6~~12.5 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental

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evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties ~~will seek the assistance of a mediator and/or the Court for resolution~~shall submit the matter to mediation with mediator Henry Bongiovi; provided, however, that if he is unavailable within seven (7) days of initially being contacted by the Parties, either Party may elect to submit the matter to the Court for resolution in lieu of mediation. Any fees and costs for the mediator's services shall be split evenly between the Parties. If the Parties submit the matter to mediation and are unable to resolve the disagreement at mediation, the Parties shall seek the assistance of the Court in resolving the dispute.

~~12.7~~12.6 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

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

12.7 Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

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~~12.9~~12.8 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.

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~~12.10~~12.9 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors or assigns of each of the Parties.

~~12.11~~12.10 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~~State of California, without regard to conflict of law principles.

~~12.12~~12.11 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

~~12.13~~12.12 Confidentiality~~.~~ Agreements and Orders. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

~~12.14~~12.13 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 ~~XYZ~~Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Settlement Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from ~~XYZ~~Defendant unless, prior to the Court's discharge of the Administrator's obligation, ~~XYZ~~Defendant makes a written request to Class Counsel for the return, rather than the ~~destructions~~destruction, of Class Data.

~~12.15~~12.14 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

~~12.16~~12.15 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

~~12.17~~12.16 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Zachary M. Crosner (zach@crosnerlegal.com)
Jamie Serb (jamie@crosnerlegal.com)
Sepideh Ardestani (sepideh@crosnerlegal.com)

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Crosner Legal, PC
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210

To ~~XYZ~~Defendant:

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~~13.18~~ Kelly Perigoe (kperigoe@kslaw.com)
Ramon Miyar (rmiyar@kslaw.com)
King & Spalding LLP
633 West Fifth Street, Suite 1600
Los Angeles, CA 90071

~~12.18~~12.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile~~,~~ or electronically (i.e. DocuSign),~~ or email~~ which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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~~12.19~~12.18 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~~California Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

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~~Dated:~~ ______________ ______________________________
~~Plaintiff INSERT~~

~~Dated:~~ ______________ ______________________________
~~INSERT for:~~
~~Defendant XYZ~~

~~Dated:~~ ______________ ~~**CROSNER LEGAL, PC**~~

____
~~Zachary M. Crosner, Esq.~~
~~Jamie Serb, Esq.~~
~~Attorneys for Plaintiff and the Class~~

~~Dated:~~ ______________ ~~**DEFENSE FIRM**~~

____
~~INSERT~~

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~~Attorneys for XYZ~~

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

~~(case name and number)~~

~~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 (abbreviate name; "XYZ" is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a[n][former] XYZ employee ("Plaintiff") and seeks payment of (1) back wages [and other relief] for a class of [e.g., hourly] employees ("Class Members") who worked for XYZ during the Class Period (to); and (2) penalties under the California Private Attorney General Act ("PAGA") for all [e.g., hourly] employees who worked for XYZ during the PAGA Period (to) ("Aggrieved Employees").~~

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

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

~~The above estimates are based on XYZ's records showing that you worked workweeks during the Class Period and you worked workweeks during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.~~

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

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

~~(1) Do Nothing. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against XYZ.~~

~~(2) Opt-Out of the Class Settlement. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against XYZ,~~

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~~and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.~~

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

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

~~You Don't Have to Do Anything to Participate in the Settlement — If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against XYZ that are covered by this Settlement (Released Claims).~~

~~You Can Opt-out of the Class Settlement but not the PAGA Settlement~~

~~The Opt-out Deadline is ________ If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.~~

~~You cannot opt-out of the PAGA portion of the proposed Settlement. XYZ must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).~~

~~Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement~~

~~Written Objections Must be Submitted by __ All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.~~

~~You Can Participate in the __ Final Approval Hearing __ The Court's Final Approval Hearing is scheduled to take place on __. You 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 of this Notice.~~

~~You Can Challenge the Calculation of Your Workweeks/Pay Periods~~

~~Written Challenges Must be Submitted by __ The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to XYZ's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by __. See Section 4 of this Notice.~~

~~**1. WHAT IS THE ACTION ABOUT?**~~

~~Plaintiff is a[n] [former] XYZ employee. The Action accuses XYZ of violating California labor laws by failing to pay [e.g., overtime wages, minimum wages, wages due upon termination and reimbursable expenses] and failing to provide [e.g., meal periods, rest breaks and accurate itemized wage statements]. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action:~~

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~~(“Class Counsel.”)~~

~~XYZ strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.~~

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

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

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

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

- ~~XYZ Will Pay $ as the Gross Settlement Amount (Gross Settlement). XYZ has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, XYZ will fund the Gross Settlement not more than [14] days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.~~
- ~~Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff 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:~~
    - ~~Up to $ (% of the Gross Settlement] to Class Counsel for attorneys’ fees and up to $ for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.~~
    - ~~Up to $ as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.~~
    - ~~Up to $ to the Administrator for services administering the Settlement.~~

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- ~~Up to $ for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.~~

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

- ~~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 their Class Period Workweeks.~~
- ~~Taxes Owed on Payments to Class Members. Plaintiff and XYZ are asking the Court to approve an allocation of % of each Individual Class Payment to taxable wages ("Wage Portion") and % to [e.g., interest, etc.] ("Non-Wage Portion.). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. [Option 1: (XYZ will separately pay employer payroll taxes it owes on the Wage Portion.)] The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.~~

  ~~Although Plaintiff and XYZ have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.~~
- ~~Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name / will irrevocably lost to you because they will be paid to a non-profit organization or foundation ("Cy Pres"). If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.~~
- ~~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 , that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against XYZ.~~

  ~~You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible~~

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~~for Individual PAGA Payments and are required to give up their right to assert PAGA claims against XYZ based on the PAGA Period facts alleged in the Action.~~

- ~~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 enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and XYZ have agreed that, in either case, the Settlement will be void: XYZ will not pay any money and Class Members will not release any claims against XYZ.~~
- ~~Administrator. The Court has appointed a neutral company, __________ (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.~~
- ~~Participating Class Members' Release. After the Judgment is final and XYZ has fully funded the Gross Settlement [Option 1: (and separately paid all employer payroll taxes)], Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against XYZ or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.~~
- ~~The Participating Class Members will be bound by the following release:~~

~~All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint [and ascertained in the course of the Action] [including, e.g., "(a) any and all claims involving any alleged failure to pay minimum wage; etc.]. Except as set forth in Section 6.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.viii.~~

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

~~The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:~~
~~All Participating and Non-Participating Class Members who are Aggrieved Employees are~~

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~~deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint[,] [and] the PAGA Notice [and ascertained in the course of the Action][including, e.g., (a) any and all claims involving any alleged failure to pay minimum wage; etc.].~~

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

- ~~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.~~

- ~~Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $ by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.~~
- ~~Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in XYZ's records, are stated in the first page of this Notice. You have until to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.~~

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

~~5. HOW WILL I GET PAID?~~

- ~~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.~~
- ~~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 of this Notice has the Administrator's contact information.~~

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

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~~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 be excluded. Be sure to personally sign your request, identify the Action as ________, 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 ________, or it will be invalid. Section 9 of the Notice has the Administrator's contact information.~~

~~**7. HOW DO I OBJECT TO THE SETTLEMENT?**~~

12.19 ~~Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and XYZ are asking the Court to approve. At least ______ days before the ______ Final ______ Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award~~Representation. Plaintiff's Counsel represent that other than Plaintiff himself, they do not currently represent any other current or former employees of Qantas in connection with any actual or planned claims, charges, complaints or other matters against Qantas, and Plaintiff's Counsel are not aware of any current or former employees of Qantas who are planning to bring any claims, charges, complaints, or other matters against Qantas.

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

WHEREFORE, Plaintiff, for himself and the Settlement Class Members, and Defendant have executed this Agreement as of the dates set forth below.

IT IS SO AGREED:

____

Plaintiff Aziel Joey Gomez Perez Date

____

Andrew Finch, General Counsel Date
for Defendant Qantas Airways Limited

APPROVED AS TO FORM AND CONTENT:

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Crosner Legal, PC Date
Counsel for Plaintiff Aziel Joey Gomez Perez

King & Spalding LLP Date
Counsel for Defendant Qantas Airways Limited~~, Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _________ (url) or the Court's website _________ (url) ______.~~

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~~A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is _________. 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 _________ and include your name, current address, telephone number, and approximate dates of employment for [XYZ] and sign the objection. Section 9 of this Notice has the Administrator's contact information.~~

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

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

~~You can, but don't have to, attend the Final Approval Hearing on _________ at _________ (time) in Department _________ of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. 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, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (https://www.lacourt.org/lacc/. 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 _________ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.~~

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

~~The Agreement sets forth everything XYZ and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to (specify entity) ______'s website at (url) ____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (http://www.lacourt.org/casesummary/ui/index.aspx) and entering the Case Number for the~~

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~~Action, Case No. __________. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.~~

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

~~Class Counsel: Name of Attorney: Email Address: Name of Firm: Mailing Address: Telephone:~~

~~Settlement Administrator: Name of Company:~~

~~Email Address:~~
~~Mailing Address:~~
~~Telephone:~~
~~Fax Number:~~

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

~~If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds / you will have no way to recover the money.~~

~~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.~~

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EXHIBIT
3

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Aziel Joey Gomez Perez v. Qantas Airways Ltd.
Superior Court of the State of California – County of Los Angeles, Case No. 23STCV18974

The Court authorized this Notice of Class and Representative Action Settlement. This is not a solicitation. This is not a lawsuit against you, and you are not being sued.

PLEASE READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT.

THIS NOTICE is of a proposed settlement of a class action lawsuit, and an announcement of a court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on [DATE] to address whether the proposed settlement should be approved ("Final Approval Hearing"). You may be entitled to receive a payment under the terms of this class action settlement contained in the Settlement Agreement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT (SEE SECTION 6 FOR MORE DETAILS)	
DO NOTHING	Receive a settlement payment and give up your right to sue on the Released Claims described in Section 5. This settlement does not require a claims process to receive a payment. Therefore, there is no claim form for you to complete should you wish to receive payment. If you do nothing, you will automatically be included and eligible to receive a payment once the Court approves the settlement. Please alert the Settlement Administrator if your mailing address changes.
EXCLUDE YOURSELF	You may "opt-out" of any connection with this case including any right to a settlement payment if you would like to retain the right to pursue your own individual claims against Qantas. If you choose to opt-out, you must submit a Request for Exclusion by [DATE] (see Section 6). Any Settlement Class Members who validly and timely opt-out of the Settlement will not receive any settlement payment and will preserve Released Claims described in Section 5 subject to applicable statutes of limitations, except that Settlement Class Members who worked during the PAGA Period are nevertheless bound by the release of the PAGA claims and will receive an Individual PAGA Payment.
OBJECT	Write to the Court and Settlement Administrator about why you do not like the Settlement by completing and submitting an Objection by [DATE] (see Section 6).
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.

1. Why Should You Read This Notice?

This Notice of Class, Representative, and Collective Action Settlement ("Notice") explains your right to share in the monetary proceeds of this Settlement, or if you want, to exclude yourself from or object to the Settlement (if applicable). The Superior Court of the State of California, County of Los Angeles has preliminarily approved the Settlement as fair and reasonable. The Court will hold a Final Approval Hearing on **xxxxxxxx**, before the Honorable Stuart M. Rice. You received this Notice because the records of Qantas Airways Limited ("Qantas") show that you were employed as an hourly non-exempt employee by Qantas between August 9, 2019 and [INSERT DATE OF ENTRY OF PRELIMINARY APPROVAL ORDER] (the "Class Period"). All of these non-exempt employees that worked for Qantas during the applicable time periods are referred to collectively as "Settlement Class Members".

2. What is this Lawsuit About?

Plaintiff Aziel Joey Gomez Perez ("Plaintiff") is a former employee of Qantas. The First Amended Complaint asserts claims against Qantas for violating California labor laws by (1) failing to pay minimum wages; (2) failing to pay overtime wages; (3) failing to provide compliant meal periods or meal period premiums in lieu thereof; (4) failing to provide compliant rest periods or rest period premiums in lieu thereof; (5) failing to timely pay all wages due upon separation of employment; (6) failing to reimburse necessary business expenses; (7) failing to furnish accurate itemized wage statements; and (8) engaging in unfair and unlawful business practices in violation of the California Unfair Competition Law ("UCL") (California Business & Profession Code § 17200, *et seq*.

The First Amended Complaint also asserts on behalf of Aggrieved Employees who worked at Qantas at any time between August 9, 2022 and [INSERT DATE OF PRELIMINARY APPROVAL] (the "PAGA Period") that Qantas is liable for civil penalties under the California Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698, *et seq*.) ("PAGA").

Qantas denies all of the claims in the First Amended Complaint and denies any and all liability or wrongdoing with respect to the allegations made in the First Amended Complaint. Qantas additionally contends that, for any purpose other than this Settlement, none of the claims in the First Amended Complaint are appropriate for class, collective action, and/or representative treatment. However, Qantas has agreed to the Settlement to avoid continued litigation.

3. What Are the Terms of the Settlement?

Under the terms of the Settlement Agreement, Qantas has agreed to pay One Million Three Hundred Thousand dollars ($1,300,000.00) to settle all claims ("Gross Settlement Amount").

Deductions from the Gross Settlement Amount shall be made for: (1) attorneys' fees and costs for Class Counsel (see Section 9 below); (2) a Class Representative Service Payment in the amount of $10,00.00 to Plaintiff Aziel Joey Gomez Perez for his service to the Settlement Class Members and broader release of claims in favor of Qantas; (3) PAGA Payment in the amount of $100,000.00, 75% of which shall be paid to the Labor & Workforce Development Agency ("LWDA") and 25% of which shall be paid to Aggrieved Employees; and (4) settlement administration costs (estimated to be $7,000). After deductions of these amounts, what remains ("Net Settlement Amount") shall be divided into Individual Class Payments to the Settlement Class Members calculated under the formula provided in Section 4 below. The 25% share of the PAGA Payment designated for Aggrieved Employees will also be divided into Individual PAGA Payments to Aggrieved Employees calculated under the formula provided in Section 4 below. Under the terms of the Settlement Agreement, you do not need to do anything to receive a monetary settlement award, and check(s) will be sent to you if the Court grants final approval of the Settlement at the Final Approval Hearing and you do not file a valid and timely Request for Exclusion.

4. How Much Can I Expect to Receive if the Settlement is Approved?

If you do not file a valid and timely Request for Exclusion (per Section 6 below), your Individual Settlement Payment shall be calculated based on the records submitted to the Settlement Administrator by Qantas, and broken down into two separate components as follows:

> To calculate the Individual Class Payment, the Settlement Administrator will compute the total number of Eligible Workweeks for each Settlement Class Member who does not file a valid and timely Request for Exclusion ("Participating Class Member"). The Settlement Administrator will then divide the number of Eligible Workweeks attributed to each individual Participating Class Member by the total number of Eligible Workweeks worked by all Participating Class Members combined, and multiply the result by the Net Settlement Amount.
>
> The Settlement Administrator will calculate each Individual PAGA Payment by (a) dividing the 25% portion of the PAGA Payment (*i.e.*, $25,000) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods.

For each Settlement Class Member, the number of Eligible Workweeks and PAGA Pay Periods worked at Qantas during the Class Period will be calculated from Qantas's records. Qantas's records indicate that you worked for [TOTAL WORKWEEKS] Workweeks in California during the Class Period, and [PAGA Pay Periods] PAGA Pay Periods during the PAGA Period. If you disagree with either of these numbers, you may submit evidence to the Settlement Administrator on or before [INSERT DATE], with documentation to establish the number of weeks or pay periods you claim to have actually worked for Company in California during **the Class Period and/or the PAGA Period (excluding any excluded workweeks). DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS**. The Administrator will resolve Eligible Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class

Counsel (who will advocate on behalf of Participating Class Members) and Qantas's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision

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

Forty percent (40%) of each Individual Class Payment shall be deemed taxable wages ("Wage Portion") and sixty percent (60%) shall be deemed interest and penalties ("Non-Wage Portion.). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Qantas will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments shall be payment for settlement of claims for penalties and shall not be subject to withholding. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. Qantas will pay the employer payroll taxes separately from the Individual Settlement Payments. Neither the Settlement Administrator nor Plaintiff or Qantas or their counsel can provide you with any tax advice. You should contact your accountant or tax-related advisors for any questions about taxes you may owe on these amounts.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your Individual Settlement Payment. If you fail to keep your address current, you may not receive your Individual Settlement Payment.

5. What are the Releases?

If the Court grants final approval of the Settlement, this lawsuit, as pleaded in the First Amended Complaint, will be dismissed with prejudice against Qantas, and all Settlement Class Members will release Qantas and all Released Parties (as defined in the Settlement Agreement) from any and all claims and/or causes of action that were or could have been pled based on the allegations of the original and/or First Amended Complaint, as well as the LWDA notice in this action, including, but not limited to, any claim for the alleged violations discussed in Section 2 above, or any claim for other compensation or relief arising under California or federal wage and hour laws beginning from August 9, 2019 through [INSERT DATE OF FINAL APPROVAL]. In addition, all Aggrieved Employees will release Qantas and all Released Parties from any and all claims for civil penalties under PAGA.

The full text of the Releases is contained in the Settlement Agreement and may be obtained from xxxxxxxxx.

6. What Are My Rights?

- **Do Nothing:**
  If you do nothing and the Court grants final approval of the Settlement, you will receive an Individual Settlement Payment consisting of (a) an Individual Class Payment, and (if you worked during the PAGA Period) (b) an Individual PAGA Payment. You will release your claims under California and federal law (if applicable) as provided for in Section 5 above, regardless of whether you receive, cash and/or deposit your Individual Settlement Payment.

- **Opt-Out:** ***(For Settlement Class Members Only)***
  If you do not wish to be bound by the Settlement, you must submit a written exclusion from the Settlement ("Request for Exclusion") by mail to the Settlement Administrator, postmarked by the Response Deadline of **xxxxxxxx**, where the postmark date shall be the exclusive means for determining whether a Request for Exclusion is timely mailed. The Request for Exclusion must contain your full name, present mailing address, telephone number, email address (if applicable), last four digits of your social security number, and a statement expressing that you elect to be excluded from the Settlement, and must be signed individually by you. No Request for Exclusion may be made on behalf of a group.

  Any Settlement Class Member who submits a valid and timely Request for Exclusion (i.e., opts out of the Settlement) will not be entitled to any settlement payment and will not be bound by the Settlement Agreement or have any right to object, appeal or comment thereon, EXCEPT that a Settlement Class Member who submits a valid and timely Request for Exclusion (opts out) will still be bound by the terms of the PAGA Release if they are an Aggrieved Employee who worked for Qantas during the PAGA Period, regardless of whether they receive, cash, and/or deposit any Individual Settlement Payment check.

- **Object:** If you wish to object to the Settlement, you may do so in person at the Final Approval Hearing and/or in writing. **Objections, whether written or in person, shall only be considered if the Settlement Class Member has NOT submitted a timely Request for Exclusion (i.e., has not opted out of the Settlement).** Any written objection must be signed by you and must state your full name and present mailing address as well as your telephone number and email address (if applicable), the factual and legal grounds for your objection, and whether you intend to appear at the Final Approval Hearing. Any written objection must be mailed to the Settlement Administrator and postmarked by the Response Deadline of xxxxxxxx, where the postmark date shall be the exclusive means for determining whether a written objection is timely mailed.

  Regardless of whether you submit a written objection, you may also appear at the Final Approval Hearing to discuss your objection with the Court, the Plaintiff, and Qantas. However, if an attorney will represent you in objecting to this Settlement, you must either timely file a written objection or your attorney must file a notice of appearance with the Court and serve Class Counsel and counsel for Qantas (addresses below) with this notice no later than the Response Deadline of **xxxxxxxx**.

Zachary M. Crosner (zach@crosnerlegal.com)
Jamie Serb (jamie@crosnerlegal.com)
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If you fail to submit a valid and timely written objection and also fail to present an objection in person at the Final Approval Hearing, you shall be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as participating Class Members who do not object.

7. Can Qantas Retaliate Against Me for Participating in this Settlement?

No. It is unlawful for Qantas to take any adverse action against you as a result of your participation (or non-participation) in this Settlement.

8. Who Are the Attorneys Representing Plaintiff and the Settlement Class?

Plaintiff and the Settlement Class Members are represented by the following attorneys (collectively, "Class Counsel"):

Zachary M. Crosner (zach@crosnerlegal.com)
Jamie Serb (jamie@crosnerlegal.com)
Sepideh Ardestani (sepideh@crosnerlegal.com)
Crosner Legal, PC
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210

9. How Will the Attorneys for the Settlement Class Be Paid?

Class Counsel's attorneys' fees and costs will be paid from the Gross Settlement Amount. You do not have to pay Class Counsel. The Settlement Agreement provides that Class Counsel will receive attorneys' fees of up to 33.33% of the Gross Settlement Amount (i.e., $433,333.33) plus their reasonable out-of-pocket costs, not to exceed $<u>20,000</u>. Class Counsel will file a Motion for

Attorneys' Fees and Costs with the Court. The amount of attorneys' fees and costs awarded will be determined by the Court at the Final Approval Hearing.

10. Who May I Contact If I Have Further Questions?

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the telephone number or email address listed below. Please refer to the Qantas Settlement in such communications.

xxxxxxxxx

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is available through the Settlement Administrator and publicly accessible and on file with the Court.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR QANTAS FOR INFORMATION ABOUT THIS NOTICE, THE PROPOSED SETTLEMENT, OR THIS LAWSUIT.

EXHIBIT
4

Los Angeles Office
9440 Santa Monica Blvd.
Beverly Hills, CA 90210

Kiara Bramasco, Esq.
kiara@crosnerlegal.com
direct: (424) 335-5236
office: (866) 276-7637
fax: (310) 510-6429

October 8, 2024

VIA PAGA ONLINE FILING ONLY:
California Labor & Workforce
Development Agency
ATTN: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
PAGAfilings@dir.ca.gov

VIA U.S. CERTIFIED MAIL:
Oronzo Miccoli
Agent for service of process for:
Qantas Airways Limited
8000 World Way West, Level 2
Los Angeles, CA 90045

NOTICE OF PRIVATE ATTORNEYS GENERAL ACT CLAIM

To:	California Labor and Workforce Development Agency and Qantas Airways Limited
Date:	October 8, 2024
Subject:	*Aziel Joey Gomez Perez v. Qantas Airways Limited*

Introduction

This office represents PLAINTIFF, Aziel Joey Gomez Perez (hereinafter "PLAINTIFF") in connection with PLAINTIFF's claims under the California Labor Code. PLAINTIFF was, at all relevant times herein mentioned, an employee of the following entity and individual managing agents of said entity: Qantas Airways Limited (hereinafter, this entity and its managing agents are collectively referred to as "DEFENDANTS"). DEFENDANTS may be contacted directly at the addresses listed above.

Pursuant to California Labor Code sections 2699.3 and 2699.5, PLAINTIFF, on behalf of PLAINTIFF, and on behalf of all current and former non-exempt employees employed by any one or more of the DEFENDANTS at any location in California within one year of the date of this notice ("NON-EXEMPT AGGRIEVED EMPLOYEES"), hereby gives written notice ("NOTICE") of PLAINTIFF's claims against DEFENDANTS. This NOTICE is being provided via online filing to the California Labor and Workforce Development Agency ("LWDA") and

DEFENDANTS via certified mail to their Agent(s) for Service of Process and/or entity mailing address as provided to the California Secretary of State and/or the address of the Secretary of State of the State of incorporation and/or the entity address as provided on wage statements issued by DEFENDANTS to NON-EXEMPT AGGRIEVED EMPLOYEES.

This NOTICE also serves to demonstrate PLAINTIFF's reasonable attempt at settlement with DEFENDANTS. If DEFENDANTS are interested in settling this matter before a lawsuit is filed, DEFENDANTS may contact Crosner Legal, P.C., at the address listed at the close of this NOTICE. This settlement attempt is in compliance with relevant California law. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal.4th 553, 561.

This NOTICE is sent in compliance with the reporting requirements of California Labor Code sections 2699.3 and 2699.5. This NOTICE further reserves any and all rights by PLAINTIFF to amend this notice to include, amend, or add further charges upon discovery of new violations of any of the provisions of the California Labor Code. In addition, to the extent that entities and/or other individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code sections including, but not limited to sections 558.1 and 1197.1—PLAINTIFF reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue. Any further amendments and changes to this notice shall relate back to the date of this NOTICE. Consequently, DEFENDANTS are on notice that PLAINTIFF continues its investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of *any* of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein. For violations that are curable under § 2699.3(c) and that DEFENDANTS intend to cure within the statutory time period set forth in §§ 2699 and 2699.3(c), the DEFENDANTS shall provide notice including a description of the actions taken to cure. If the alleged violation is not cured within the statutory time period, PLAINTIFF will commence a civil action pursuant to section 2699. For all other violations that are not curable, an action pursuant to section 2699(a) and 2699(f) will commence after the requirements under 2699.3 are fulfilled.

Based on the following summary of facts and theories upon which PLAINTIFF will base PLAINTIFF's claims, PLAINTIFF requests that the LWDA regard this NOTICE as written notice of PLAINTIFF's intent to seek civil penalties against DEFENDANTS.

PLAINTIFF, on behalf of PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES alleges that the specific provisions of California law that DEFENDANTS have violated, requiring this NOTICE, include but are not limited to: California Labor Code sections 201-203, 226.7, 510, 511, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802, 2810.5, and all applicable Wage Orders.

The Named Entities Are Joint Employers of PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES

California courts have recognized that the definition of "employer" for purposes of enforcement of the California Labor Code goes beyond the concept of traditional employment to reach irregular working arrangements for the purpose of preventing evasion and subterfuge of California's labor laws. *Martinez v. Combs* (2010) 49 Cal.4th 35, 65. As such, anyone who directly or indirectly, or through an agent or any other person, engages, suffers, or permits any person to work or exercises control over the wages, hours, or working conditions of any person, may be liable for violations of the California Labor Code as to that person.

PLAINTIFF is informed and believes and thereon alleges that at all relevant times DEFENDANTS and unknown entities operated as a single integrated enterprise with common ownership and centralized human resources as set forth herein. Under California law, in determining whether two defendant entities are liable as an integrated enterprise, courts consider four factors: (1) centralized control of labor relations; (2) interrelation of operations; (3) common management; and (4) common ownership or financial control. *Laird v. Capital Cities/Abc, Inc.* (1998) 68 Cal.App.4th 727, 737 (overruled on other grounds, *Reid v. Google, Inc.* (2010) 50 Cal. 4th 512 (2010).)

PLAINTIFF believes and hereon asserts that DEFENDANTS and unknown entities must be classified as joint employers of PLAINTIFF for purposes of liability for civil penalties under PAGA, as the aforementioned entities engaged, suffered and permitted PLAINTIFF to perform services from which they benefited, and furthermore that the aforementioned entities had the right to exercise control over the wages, hours and/or working conditions of PLAINTIFF at all relevant times herein, so as to be considered the joint employers of PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES.

By reason of their status as joint employers of PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES, they are each liable for civil penalties for violations of the California Labor Code and applicable Wage Orders as to PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES.

Individual Liability Under Labor Code § 558.1

Labor Code section 558.1 permits joint and several liability as to both an individual and employer for violations of Labor Code sections 203, 226, 226.7, 1194, and 2802. DEFENDANTS, at all relevant times, were an employer or person acting on behalf of employer(s) who violated PLAINTIFF's and other NON-EXEMPT AGGRIEVED EMPLOYEES' and EXEMPT AGGRIEVED EMPLOYEES' rights by violating various sections of the California Labor Code. The California Legislature defines "other person acting on behalf of an employer" as "*a natural person* who is an owner, director, officer, or managing agent of the employer." The "managing agent" definition mirrors that found in California's punitive damages statute (subdivision (b) of section 3294 of the Civil Code). Under that statute and supporting case law, "managing agents" are all employees who exercise substantial independent authority and judgment in their corporate decision-making such that their decisions ultimately determine corporate policy. *White v. Ultramar, Inc.* (1999) 21 Cal. 4th 563, 566-67. For the reasons set forth above and others, at all relevant times, any above-listed individuals meet the criteria of managing agents under California law, and therefore, may be held liable under California Labor Code sections 558 and 558.1 for violations of Labor Code §§ 203, 226, 226.7, and 1194 as further described in detail below.

PLAINTIFF intends to further name any unknown individuals responsible for violations arising under Labor Code sections 558 and 558.1 after further discovery. PLAINTIFF will ask the Court to relate the amendment of the PAGA charge and the operative complaint to the date of filing of these charges. PLAINTIFF asks and demands that DEFENDANTS put these individuals on notice immediately to provide them as much notice possible to mount in defense. In the alternative, PLAINTIFF also offers to DEFENDANTS to place those individuals on notice if DEFENDANTS voluntarily provides their contact information.

General Information

DEFENDANTS own, operate, manage and/or staff its employees to work at the terminals, offices, facilities and/or other locations and/or other location(s) in California, including but not limited to, terminals, offices, facilities and/or other locations in Los Angeles, California. DEFENDANTS operate out of including but not limited to, airports located throughout California, including but not limited to, the terminal(s), offices, facilities, and/or location(s) at LAX in Los Angeles, California. Although DEFENDANTS may operate successful companies or have a noble mission, DEFENDANTS do not comply with California's labor laws.

PLAINTIFF is a former employee of DEFENDANTS. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with a job title of Aircraft Maintenance Engineer and/or a similar title(s) and/or position(s) from in or around February 18, 2019 through in or around September 13, 2021. PLAINTIFF worked for DEFENDANTS at DEFENDANTS' Los Angeles, California, facilities located at LAX. PLAINTIFF regularly worked at least ten (10) hours per day hours. At all relevant times, PLAINTIFF was a non-exempt employee that was paid on an hourly basis for time counted by DEFENDANTS as hours worked.

Among other things, DEFENDANTS (1) failed and continue to fail to pay PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked; (2) failed and continue to fail to pay PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES at least minimum wage for all hours worked and overtime/regular rates for corresponding work; (3) failed and continue to fail to pay proper overtime wages for failure to incorporate all non-discretionary compensation into the overtime premium pay calculations; (4) failed and continue to fail to provide PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES with proper meal and/or rest breaks, and/or compensate PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES an additional hour of premium pay at the regular rate of compensation for missed/improper meal and/or rest periods; (5) failed and continue to fail to reimburse PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES for business expenses incurred on behalf of DEFENDANTS; Further descriptions of the above-mentioned violations and others are explained below.

Labor Code Violations

Meal Period Violations: California law requires employers to provide employees a duty-free, uninterrupted thirty (30) minute meal period when an employee works more than five (5) hours in a workday, and it must be provided within the first five (5) hours the employee works. Lab. Code section 512 (and all applicable IWC Wage Orders), section 11(A) and (C); *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004. Employers must also provide employees with a second duty-free, uninterrupted thirty (30) minute meal period when an employee works more than (10) hours in a workday, and it must be provided before the end of the 10th hour of work. *Ibid*. Meal periods can be waived, but only under the following circumstances: (1) if an employee's total work period in a day is over five (5) hours but no more than six (6) hours, the required meal period may be waived by mutual consent of the employer and employee, and (2) if an employee's total work period in a day is over ten (10) hours but no more than twelve (12) hours, the required second meal period may be waived by mutual consent of the employer and employee, but only if the first meal period was not waived. *Ibid*. Upon information and belief, PLAINTIFF did not sign a valid meal period waiver throughout PLAINTIFF's employment by DEFENDANTS.

Employers covered by any and all applicable IWC Wage Orders have an obligation to both (1) relieve their employees for at least one meal period for shifts over five hours (see above), *and* (2) to record having done so. If the employer fails to properly record a valid meal period, it is presumed that no meal period was provided. All applicable IWC Wage Orders, section 7(A)(3) ("Meal periods . . . shall also be recorded"); *Brinker, supra,* 53 Cal.4th 1004, 1052-1053, citing section 7(A)(3) ("If an employer's records show no meal period for a given shift over five hours, a rebuttable presumption arises that the employee was not relieved of duty and no meal period was provided").

Employers must pay employees an additional hour of wages at the employees' regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted meal period, first meal period provided after five (5) hours, second meal period provided after 10 hours). Lab. Code § 226.7; all applicable IWC Wage Orders, §11(B) ("If an employer fails to provide an employee a meal period in accordance with the applicable provision 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 meal period is not provided"); *Brinker, supra,* 53 Cal.4th 1004.

PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES consistently worked shifts of five and a one-half (5 ½) hours or more, entitling to at least one meal period.

PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES would not receive legally compliant thirty (30) minute first meal breaks. Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were consistently unable to take timely, off duty, thirty-minute, uninterrupted meal periods, often being forced to take late meal periods, interrupted meal periods, and/or work through part or all their meal periods due to understaffing, the nature and constraints of their job duties and/or commentary from supervisors pressuring them to take non-compliant meal breaks or skip meal breaks completely.

For example, based on information and belief, PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES were forced to take late meal periods in order to complete assigned job duties. Based on information and belief, PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES were at times interrupted during purported meal periods and/or had meal periods cut short and/or restricted to DEFENDANTS' premises due to the need to continue assigned job duties.

For example, at times, PLAINTIFF was required to work through part or all of his owed first meal period and/or take interrupted and/or shortened meal periods due to the need to complete assigned job duties.

Also, based on information and belief, DEFENDANTS required PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES to monitor cell phones, walkie-talkies, pagers and/or other work communication devices and/or otherwise required NON-EXEMPT AGGRIEVED EMPLOYEES to remain on duty during unpaid meal periods, resulting in meal period law violations as well as unpaid wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on further information and belief, PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES were restricted to the worksite premises during unpaid meal periods, and as such, were not relieved of all duties and DEFENDANTS' control during purportedly off-duty meal periods, in violation of California meal period law and further resulting in the underpayment of wages owed to PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, DEFENDANTS would unlawfully edit the clock in and out times for PLAINTIFF's and other NON-EXEMPT AGGRIEVED EMPLOYEES' meal periods in order to display at least a thirty minute off-duty meal period during most if not all shifts worked, notwithstanding the fact that DEFENDANTS had actual and/or constructive knowledge that DEFENDANTS had required PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES' to perform work-related tasks during their meal periods.
Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were consistently suffered and permitted to take meal periods past the fifth hour of work and/or had their meal periods interrupted, cut short, restricted to DEFENDANTS' premises and/or otherwise on duty due to commentary from supervisors, understaffing, the nature and constraints of their job duties, and/or the need to meet DEFENDANTS' goals and expectations.

Based on information and belief, DEFENDANTS implemented policies and/or practices that failed to relieve NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and DEFENDANTS' control during unpaid meal periods.

Based on information and belief, DEFENDANTS required NON-EXEMPT AGGRIEVED EMPLOYEES to complete off-the-clock work prior to their scheduled shift time which DEFENDANTS failed to take into account when scheduling meal periods for NON-EXEMPT AGGRIEVED EMPLOYEES. Based on information and belief, meal periods were late, in part due to unaccounted pre-shift off-the-clock work.

Based on information and belief, DEFENDANTS had actual and/or constructive knowledge that their policies and practices resulted in the denial of uninterrupted meal periods which were free of DEFENDANTS' control owed to PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES, in violation of California's meal period laws.

Based on information and belief, per DEFENDANTS' uniform policy and practice, NON-EXEMPT AGGRIEVED EMPLOYEES who worked shifts of more than ten hours did not receive a second legally compliant thirty (30) minute second meal break.

Based on information and belief, despite DEFENDANTS' failure to provide lawful meal periods, DEFENDANTS implemented a policy and/or practice of rounding the start and end times of PLAINTIFF's and other NON-EXEMPT AGGRIEVED EMPLOYEES' meal periods and/or automatically deducting at least thirty minutes per shift for missed and/or otherwise unlawful meal periods (including meal periods restricted to DEFENDANTS' premises), despite having actual and/or constructive knowledge that PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES did not receive lawful meal periods.

Moreover, based on information and belief, DEFENDANTS failed to keep accurate records of the true start and end times of PLAINTIFF's and NON-EXEMPT AGGRIEVED EMPLOYEES' meal periods. Based on information and belief, to the extent meal period were recorded, DEFENDANTS illegally rounded the start and end times of purported meal periods resulting in PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES not being paid for all time worked as well as late and/or shortened meal periods. *See Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

Based on information and belief, DEFENDANTS failed to instruct PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES as to the timing and duty-free nature of meal periods. Based on further information and belief, DEFENDANTS did not have a compliant written meal break policy, nor did DEFENDANTS have any sort of compliant policy in practice. Liability for the NON-EXEMPT AGGRIEVED EMPLOYEES can be established by evidence that an employer adopted a uniform corporate break policy that failed to give full effect to California law and the applicable Wage Order requirements. The fact that employees may legally waive meal breaks does not affect this result. *Brinker, supra,* 53 Cal.4th 1004.

PLAINTIFF is further informed and believes and thereon alleges that DEFENDANTS had actual and/or constructive knowledge that their time-rounding and/or auto-deduction policies and practices resulted in the denial of lawful meal periods owed to PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES, in violation of California's meal period laws.

DEFENDANTS failed to pay PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES, an additional hour of wages at their respective regular rates of compensation for each workday a lawful meal period was not provided. DEFENDANTS either failed to pay a meal period premium at all for each workday a lawful meal period was not provided and/or failed to pay the proper meal period premium for failure to incorporate all non-discretionary remuneration, including but not limited to, bonuses, shift differential pay and/or other non-discretionary compensation into the regular rate or compensation for purposes of calculating the owed meal period premium.

The aforementioned conduct results in violations of Labor Code sections 226.7, 512, and 1198-1199, and all applicable IWC Wage Orders, section 11(A) and (C) along with all applicable IWC Wage Orders. These violations subject DEFENDANTS to civil penalties under Labor Code sections 558.1, 558 and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the referenced statutes and Wage Order provisions were violated.[1] DEFENDANTS' failure to provide valid meal periods, and the automatic deduction for meal periods that were not provided/valid, ultimately results in further violations, such as violations of Labor Code sections 1174, 1199, 226.6, discussed above, and other violations discussed below.

Rest Period Violations: California law requires employers to provide employees a paid, duty-free ten (10) minute rest period for each four (4) hours worked, or major fraction thereof. *See* applicable IWC Wage Order, §12(A). In *Brinker v Restaurant Corp. v. Superior Court,* 53 Cal.4th 1004 (2012), the California Supreme Court held that employees are entitled to a 10-minute paid rest period for shifts from 3 ½ to 6 hours in length, two 10-minute rest periods for shifts more than 6 hours up to 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at 1029). The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.,* (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) ("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 work day that the rest period is not provided").

Moreover, under California law rest periods must be a "net" ten minutes in a suitable rest area. Id. at 268 (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what "net" ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). Id.; see also, *Bufil v. Dollar Fin. Grp.*, Inc., (2008) 162 Cal. App. 4th 1193, 1199 (the "onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to their employees.").

DEFENDANTS did not properly authorize and provide PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES with legally compliant rest periods at a rate of every four (4) hours worked or major fraction thereof, that insofar as practicable, are provided in the middle of the work period, as required by law.

PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES were not adequately informed, authorized, instructed about, nor permitted an opportunity to take proper rest breaks per California law. Based on information and belief, DEFENDANTS had no policy in place nor instruction as to the taking of duty-free rest periods. Based on information and belief,

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[1] See Lab. Code §2699(f); Lab. Code §558 (establishing that the civil penalty is "for each underpaid employee for each pay period for which the employee was underpaid"); All applicable IWC Wage Orders, §20 (establishing that "[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty…for each underpaid employee for each pay period during which the employee was underpaid").

DEFENDANTS did not have a compliant written rest period policy, nor did DEFENDANTS have any sort of compliant rest period policy in practice.

For example, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were at times unable to take compliant rest periods due to their need to complete assigned job duties and/or were unable to take a net ten-minute rest period in a suitable rest area and/or had purported rest periods restricted to DEFENDANTS' premises.

For example, based on information and belief, DEFENDANTS required PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES to monitor cell phones, walkie-talkies, pagers and/or other work communication devices and/or otherwise required NON-EXEMPT AGGRIEVED EMPLOYEES to remain on duty during purportedly off-duty rest periods, in violation of California rest period law.

Based on further information and belief, PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES were restricted to the worksite premises during purportedly off-duty rest periods, and as such, were not relieved of all duties and DEFENDANTS' control during purportedly off-duty rest periods, in violation of California rest period law.
Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES' rest periods were interrupted, cut short, on duty, restricted to premises and/or late due to understaffing, the nature and constraints of their job duties, and/or due to commentary from supervisors/ managers pressuring NON-EXEMPT AGGRIEVED EMPLOYEES to skip rest breaks completely or otherwise take non-compliant rest periods.

Moreover, based on information and belief, DEFENDANTS failed to provide any form of a third rest period on shifts lasting longer than ten hours.

Based on information and belief, DEFENDANTS implemented policies and/or practices that failed to relieve PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and DEFENDANTS' control during rest periods.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were pressured to complete their work duties according to a designated schedule such that rest breaks were only taken once tasks were completed, and/or as time permitted.

Furthermore, DEFENDANTS failed to pay a rest period premium for each day in which NON-EXEMPT AGGRIEVED EMPLOYEES experienced a missed or otherwise unlawful rest period in violation of California law. *Bluford v. Safeway Stores, Inc.* (2013) 216 Cal. App. 4th 864, 872. DEFENDANTS failed to pay PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES, an additional hour of wages at their respective regular rates of pay for each workday a proper rest period was not provided. DEFENDANTS either failed to pay a rest period premium at all for each workday a lawful rest period was not provided and/or failed to pay the proper rest period premium for failure to incorporate all non-discretionary remuneration, including but not limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into the regular rate of compensation for purposes of calculating the owed rest period premium.

The aforementioned conduct results in violations of Labor Code sections 226.7, and 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject DEFENDANTS to civil penalties under Labor Code sections 558, 2699, and all applicable IWC Wage Orders, §20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the referenced statutes and Wage Order provisions were violated.[2]

Minimum Wage Violations: "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorneys' fees, and costs of suit." Labor Code section 1194.

Labor Code section 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission, and any payment of less than the minimum wage is unlawful. The minimum wage standard applies to each hour employees worked for which they were not paid. Pursuant to section 4 of the applicable Wage Order, "Every employer shall pay to each employee …. not less than the applicable minimum wage for all hours worked in the payroll period…" The applicable Wage Order defines "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." *See* §2 of all applicable Wage Orders. Therefore, employers are required to pay employees for all time spent subject to the control of the employer and all time the employee is suffered or permitted to work. An employer's failure to pay for any particular hour worked by an employee is unlawful even if averaging an employee's total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324. Furthermore, "in any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon…" *Cal. Lab. Code* § 1194.2.

DEFENDANTS failed to compensate PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked by virtue of DEFENDANTS' automatic deduction and time rounding policies for shift start and shift end times and meal period start and end times, and failure to relieve employees of all duties/employer control during unpaid meal periods or otherwise unlawful practices for missed or improper meal periods as explained above.

Based on information and belief, DEFENDANTS implemented a policy and/or practice of rounding meal period start and end times and/or automatically deducting at least thirty minutes per shift for meal periods, despite having actual and/or constructive knowledge that PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES were subject to DEFENDANTS' control

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[2] See Lab. Code §2699(f) and All applicable IWC Wage Orders, §20 (establishing that "[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty…for each underpaid employee for each pay period during which the employee was underpaid").

during purported meal periods and/or were otherwise not afforded with lawful meal periods, depriving PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES of all wages owed.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were not paid for all hours worked due to DEFENDANTS' policy and/or practice of paying according to scheduled hours worked instead of actual time worked, and/or mandated off-the clock work policies and/or practices.

For example, DEFENDANTS' wage statements for PLAINTIFF evidence rounding of PLAINTIFF's total hours worked to at least the nearest quarter, half and/or whole hour. For example, DEFENDANTS' wage statement for PLAINTIFF for pay period beginning April 18, 2021, and ending on May 1, 2021, shows exactly 59.50 regular hours worked. Similarly, DEFENDANTS' wage statement for PLAINTIFF for pay period beginning on April 4, 2021, and ending on April 17, 2021, shows exactly 80.00 regular hours worked. DEFENDANTS' wage statement for pay period beginning on March 21, 2021, and ending on April 3, 2021, shows precisely 59.50 regular hours worked. DEFENDANTS' wage statement for PLAINTIFF for pay period beginning on March 7, 2021 and ending on March 20, 2021 shows precisely 80.00 regular hours worked. Similarly, DEFENDANTS' wage statement for PLAINTIFF for pay period beginning on December 27, 2020, and ending on January 14, 2021, shows exactly 60.00 regular hours worked. Based on information and belief, DEFENDANTS rounded PLAINTIFF's total hours worked to at least the nearest quarter, half and/or whole hour during most if not all pay periods during PLAINTIFF's employment, resulting in DEFENDANTS' failure to compensate PLAINTIFF for all hours worked and the underpayment of minimum wages and overtime wages owed to PLAINTIFF.

Based on information and belief, DEFENDANTS also rounded the total hours worked of other NON-EXEMPT AGGRIEVED EMPLOYEES to at least the nearest quarter, half and/or whole hour, resulting in DEFENDANTS' failure to compensate NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked and the underpayment of minimum wages and overtime wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, DEFENDANTS required NON-EXEMPT AGGRIEVED EMPLOYEES to be at their assigned workstations at the start of a scheduled shift, thereby forcing NON-EXEMPT AGGRIEVED EMPLOYEES to gather work-related equipment and/or safety gear, make any necessary adjustments to tools/equipment and/or perform maintenance/cleaning tasks, don work clothing/uniforms and/or protective equipment, and/or complete other work tasks prior to their scheduled shift and/or prior to clocking in/signing in, thereby resulting in pre-shift off-the-clock work.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were required to complete off-the-clock work tasks after clocking out for the end of their shifts and/or during uncompensated meal periods, resulting in off-the-clock work and the underpayment of minimum and overtime wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES. For example, based on information and belief, DEFENDANTS required NON-EXEMPT AGGRIEVED EMPLOYEES to clock out for the end of their shifts but to continue working due to the need to return/maintain tools, clean and/or organize their work stations/areas, provide shift status updates and/or debriefings, participate in work meetings, respond to work-related communications and/or perform other work tasks off-the-clock, resulting in the underpayment of minimum wages and overtime wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, DEFENDANTS did not compensate NON-EXEMPT AGGRIEVED EMPLOYEES for all time spent donning and doffing personal protective equipment, safety equipment and/or uniforms/work clothing (e.g., gloves, goggles/safety glasses, high visibility and/or reflective vests and/or face masks) during meal periods, before the start of a scheduled shift, and/or after completing a scheduled shift, resulting in DEFENDANTS' failure to pay NON-EXEMPT AGGRIEVED EMPLOYEES for all work time and the underpayment of minimum wages and overtime wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, at times, DEFENDANTS' electronic employee time-keeping system/software/app malfunctioned such that NON-EXEMPT AGGRIEVED EMPLOYEES were required to either reinitiate and/or otherwise troubleshoot the system prior to being able to clock in and/or were unable to clock in at all for the start of their shifts and/or clock back in from meal periods, resulting in off-the-clock work and the underpayment of wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES. Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES experienced the same issues when clocking out for shifts and/or back in for meal periods. This time spent under DEFENDANTS' control was not recorded and not compensated and resulted in unpaid minimum wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were required to undergo security screenings and/or other mandated screenings before and/or after a scheduled shift, during unpaid meal periods, and/or before or after clocking in/out for work, resulting in pre-shift and/or post-shift off-the-clock work.

Based on information and belief, DEFENDANTS required NON-EXEMPT AGGRIEVED EMPLOYEES to travel from the parking area to their assigned workstations/DEFENDANTS' facilities and/or from their assigned workstations/DEFENDANTS' facilities via company shuttles and/or other company vehicles/modes of transportation without compensating NON-EXEMPT AGGRIEVED EMPLOYEES for all travel time, resulting in unpaid wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, DEFENDANTS required NON-EXEMPT AGGRIEVED EMPLOYEES to undergo COVID-19 temperature screenings and/or complete questionnaires prior to beginning their scheduled shift and/or prior to clocking/signing in, thereby, resulting in pre-shift off-the-clock work.

Based on information and belief, PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES were also pressured to complete at least some of their work tasks off-the-clock in order to meet DEFENDANTS' goals and expectations.

For example, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES performed off-the-clock work in the form of reviewing/completing DEFENDANTS' policy documents, completing required trainings and/or completing other work tasks to meet

DEFENDANTS' demands, resulting in off-the-clock work per month that was neither recorded nor compensated, resulting in the underpayment of minimum and overtime wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

Also, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were required to complete off-the-clock work outside of scheduled shifts due to including but not limited to, work-related phone calls and/or messages they received to their phones and/or mobile devices and were required to respond to, including but not limited to, communications from supervisors regarding scheduling and/or other work tasks, resulting in the underpayment of wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES. 1

Based on information and belief, DEFENDANTS failed to pay NON-EXEMPT AGGRIEVED EMPLOYEES for time they were required to spend completing orientation, policy questionnaires, and/or time spent completing the onboarding process including but not limited to reviewing various documents and policies provided by DEFENDANTS. Based on information and belief, this work time was completed off-the-clock and was not compensated.

Based on further information and belief, DEFENDANTS implemented a time-rounding system that as applied systematically deprived PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES of compensable time because the time-rounding system implemented by DEFENDANTS would almost always, if not always, result in understating actual compensable work time. DEFENDANTS' failure to pay for all time worked by virtue of their time-rounding practices resulted in the underpayment of minimum wages owed to PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES as well as unpaid overtime wages for those NON-EXEMPT AGGRIEVED EMPLOYEES who worked more than eight (8) hours in a day and/or more than forty (40) hours in a week.

DEFENDANTS' failure to pay for all time worked by virtue of their time rounding, auto-deduction policies and practices for unlawful meal periods, failure to provide lawful meal periods, and/or other off-the-clock work practices and policies, resulted in the underpayment of minimum wages owed to PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES as well as unpaid overtime wages for those NON-EXEMPT AGGRIEVED EMPLOYEES who worked more than eight (8) hours in a day and/or more than forty (40) hours in a week.

Based on information and belief, DEFENDANTS had actual and/or constructive knowledge that their time rounding policies/practices, auto-deduction policies and practices, failure to provide lawful meal periods and/or other off-the-clock work resulted in the underpayment of minimum wages owed to PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES, in violation of California's minimum wage laws.

These violations subject DEFENDANTS to civil penalties under Labor Code sections 558, 558.1, 1197.1 and all applicable IWC Wage Orders, §20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the referenced statutes and Wage Order provisions were violated.[3]

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[3] See Lab. Code §1197.1(a) (establishing that the civil penalty is "for each underpaid employee for each pay period for which the employee was underpaid"); All applicable IWC Wage Orders, §20 (establishing that "[i]n addition to

<u>Overtime Violations</u>: California law requires employers to pay overtime equal to one and one-half times the regular hourly rate of pay for each hour worked beyond eight (8) hours per workday and each hour worked beyond forty (40) hours per work week. Lab. Code §510; IWC Wage Order All applicable IWC Wage Orders §3. Employers must pay overtime equal to double the regular hourly rate of pay for each hour worked beyond twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in a work week. *Ibid*.

Based on information and belief, DEFENDANTS violated California's overtime laws by, among other things, failing to correctly calculate, or record, the total number of hours worked by PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES and not paying proper overtime rates for overtime worked by virtue of same.

Namely, DEFENDANTS' automatic deduction and time rounding policies and practices for meal periods and shift start times and shift end times, payment according to scheduled hours worked rather than actual time worked, off-the-clock/unpaid work completed during meal periods and/or time spent restricted to DEFENDANTS' premises and/or subject to DEFENDANTS' control during off-the-clock meal periods (described above), and/or other off-the-clock work resulted in the failure to account for all hours worked and thus the denial of minimum wages as well as overtime wages owed to PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES who worked more than eight (8) hours in a day or more than forty (40) hours in a week.

Based on information and belief, DEFENDANTS failed and continue to fail to pay a premium wage rate for all hours worked beyond eight (8) hours in a day or beyond forty (40) hours in a week.

Based on information and belief, DEFENDANTS failed and continue to fail to pay twice NON-EXEMPT AGGRIEVED EMPLOYEES' regular rate(s) of pay for time worked beyond twelve (12) hours per workday and for time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in violation of California's overtime laws.

Based on information and belief, DEFENDANTS failed to incorporate all non-discretionary remuneration, including but not limited to, non-discretionary piece-rate compensation, shift differential pay, bonus pay, multiple base rates of pay and/or other non-discretionary pay into the regular rate of pay used to calculate the owed overtime rate(s), resulting in the miscalculation and underpayment of overtime wages owed to PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES.

For example, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES earned non-discretionary piece-rate compensation, shift differential pay, non-discretionary bonuses/incentive pay and/or other non-discretionary compensation during pay periods in which they worked overtime, yet DEFENDANTS failed to incorporate all non-discretionary

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<u>any other civil penalties provided by law</u>, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty…for each underpaid employee for each pay period during which the employee was underpaid").

compensation into the regular rate(s) used to calculate the owed overtime rate(s), resulting in the miscalculation and underpayment of overtime wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, DEFENDANTS adopted an Alternative Workweek Schedule (AWS) during the relevant period that was an unlawful AWS as it was not properly elected and/or implemented in accordance with the requirements of California law and/or DEFENDANTS failed to comply with the AWS, and as such, DEFENDANTS violated California's overtime laws, including but not limited to, Labor Code sections 510, 511, the applicable Wage Order, and Labor Code section 1198. For example, based on information and belief, there is no record of an AWS election for PLAINTIFF's assigned workplace and/or based on information and belief, DEFENDANTS failed to properly adopt an AWS in accordance with Labor Code section 511 and 1199, and the applicable Wage Order:

(C) Election Procedures Election procedures for the adoption and repeal of alternative workweek schedules require the following: (1) Each proposal for an alternative workweek schedule shall be in the form of a written agreement proposed by the employer. The proposed agreement must designate a regularly scheduled alternative workweek in which the specified number of workdays and work hours are regularly recurring. The actual days worked within that alternative workweek schedule need not be specified. The employer may propose a single work schedule that would become the standard schedule for workers in the work unit, or a menu of work schedule options, from which each employee in the unit would be entitled to choose. If the employer proposes a menu of work schedule options, the employee may, with the approval of the employer, move from one menu option to another. (2) In order to be valid, the proposed alternative workweek schedule must be adopted in a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote of the affected employees in the work unit. The election shall be held during regular working hours at the employees' work site. For purposes of this subsection, "affected employees in the work unit" may include all employees in a readily identifiable work unit, such as a division, a department, a job classification, a shift, a separate physical location, or a recognized subdivision of any such work unit. A work unit may consist of an individual employee as long as the criteria for an identifiable work unit in this subsection is met. (3) Prior to the secret ballot vote, any employer who proposed to institute an alternative workweek schedule shall have made a disclosure in writing to the affected employees, including the effects of the proposed arrangement on the employees' wages, hours, and benefits. Such a disclosure shall include meeting(s), duly noticed, held at least 14 days prior to voting, for the specific purpose of discussing the effects of the alternative workweek schedule. An employer shall provide that disclosure in a non- English language, as well as in English, if at least five (5) percent of the affected employees primarily speak that non-English language. The employer shall mail the written disclosure to employees who do not attend the meeting. Failure to comply with this paragraph shall make the election null and void. (4) Any election to establish or repeal an alternative workweek schedule shall be held at the work site of the affected employees. The employer shall bear the costs of conducting any election held pursuant to this section. Upon a complaint by an affected employee, and after an investigation by the Labor Commissioner, the Labor Commissioner may require the employer to select a neutral third party to conduct the election. (5) Any type of alternative workweek schedule that is authorized by the Labor Code may be repealed by the affected employees. Upon a petition of one-third (1/3) of the affected employees, a new secret ballot election shall be held and a two-thirds

(2/3) vote of the affected employees shall be required to reverse the alternative workweek schedule. The election to repeal the alternative workweek schedule shall be held not more than 30 days after the petition is submitted to the employer, except that the election shall be held not less than 12 months after the date that the same group of employees voted in an election held to adopt or repeal an alternative workweek schedule. The election shall take place during regular working hours at the employees' work site. If the alternative workweek schedule is revoked, the employer shall comply within 60 days. Upon proper showing of undue hardship, the Division of Labor Standards Enforcement may grant an extension of time for compliance. (6) Only secret ballots may be cast by affected employees in the work unit at any election held pursuant to this section. The results of any election conducted pursuant to this section shall be reported by the employer to the Office of Policy, Research and Legislation within 30 days after the results are final, and the report of election results shall be a public document. The report shall include the final tally of the vote, the size of the unit, and the nature of the business of the employer. (7) Employees affected by a change in the work hours resulting from the adoption of an alternative workweek schedule may not be required to work those new work hours for at least 30 days after the announcement of the final results of the election. (8) Employers shall not intimidate or coerce employees to vote either in support of or in opposition to a proposed alternative workweek.

No employees shall be discharged or discriminated against for expressing opinions concerning the alternative workweek election or for opposing or supporting its adoption or repeal. However, nothing in this section shall prohibit an employer from expressing his/her position concerning that alternative workweek to the affected employees. A violation of this paragraph shall be subject to Labor Code § 98 et seq.

On information and belief, PLAINTIFF alleges that DEFENDANTS failed to comply with the above procedures, and thus, failed to properly institute an alternative workweek for the purpose of obtaining a lawful exemption from overtime premiums for its mandated 10-hour/4-day schedule. Based on information and belief, DEFENDANTS also failed to report the results to the Office of Policy, Research, and Legislation, or the DLSE, within thirty after the purported election results, and thus, violated Labor Code §§ 511, 1199, and the Applicable Wage Orders. This conduct results in violations of Labor Code §§ 510, 511, and 1198- 1199, and the Applicable Wage Orders.

Moreover, to the extent there was an AWS that was properly adopted, DEFENDANTS violated California's overtime laws as to NON-EXEMPT AGGRIEVED EMPLOYEES that were subject to an Alternative Workweek Schedule (AWS) but were required to work shifts shorter than the agreed upon AWS. Under the relevant Wage Order, "If an employer… requires an [AWS] employee to work fewer hours than those that are regularly scheduled by the agreement, the employer shall pay the employee overtime compensation at a rate of one and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours… for the day the employee is required to work the reduced hours." See Section 3 of all applicable Wage Orders.

Based on information and belief, at times during NON-EXEMPT AGGRIEVED EMPLOYEES' respective employments by DEFENDANTS', NON-EXEMPT AGGRIEVED EMPLOYEES worked subject to an alternative work week schedule. Based on information and belief, at times, NON-EXEMPT AGGRIEVED EMPLOYEES that were subject to an AWS, were sent home early and/or worked less hours than those that were scheduled under the AWS. On such shortened shifts, NON-EXEMPT AGGRIEVED EMPLOYEES were entitled to overtime pay at 1.5 times the regular rate of pay after the first eight hours of work. Instead, DEFENDANTS paid NON-EXEMPT AGGRIEVED EMPLOYEES their base rate for all hours worked on the shortened shift(s) in violation of the alternative workweek schedule, and in violation of California Labor Code section 510, the applicable Wage Order, and Labor Code section 1198. As such, NON-EXEMPT AGGRIEVED EMPLOYEES that were subject to an AWS were also deprived of all owed overtime wages when required to work shortened shifts.

This conduct results in violations of Labor Code sections 218.5, 510, 511, 558, 558.1, 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject DEFENDANTS to civil penalties under Labor Code sections 558, 558.1, 218.5, and 2699, and all applicable IWC Wage Orders, §20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the referenced statutes and Wage Order provisions were violated.[4]

Final Pay Violations: Labor Code section 201 requires employers to pay all wages earned and unpaid at the time of discharge, immediately upon discharge. California Labor Code section 201(a) provides, in relevant part, that "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." California Labor Code section 202(a) provides, in relevant part, that "[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, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting." Pursuant to Labor Code section 203, an employer that willfully fails to pay wages due an employee who is terminated or resigns must pay (in addition to the unpaid wages) a penalty equal to the employee's daily wages for each day, not exceeding 30 days, that the wages are unpaid. This 30-day waiting time penalty is recoverable under the PAGA via Labor Code Section 256. See, *Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal.4th 348 (2014); see also, *Caliber Bodyworks, Inc. v. Superior Court*, 134 Cal. App. 4th 365 (2005).

Based on information and belief, DEFENDANTS failed to timely pay NON-EXEMPT AGGRIEVED EMPLOYEES all wages that were due and owing upon termination or resignation. Based on information and belief, DEFENDANTS untimely provide final wages to NON-EXEMPT AGGRIEVED EMPLOYEES without regard to the timing requirements of Labor Code sections 201-202.

Upon separation of employment, NON-EXEMPT AGGRIEVED EMPLOYEES' final paychecks were not timely provided and/or were not timely provided with all owed vacation pay and/or paid time off. Moreover, NON-EXEMPT AGGRIEVED EMPLOYEES' final paychecks, once provided, did not include all wages owed as they were devoid of, including but not limited to, all

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[4] See Lab. Code §2699(f); Lab. Code §558 (establishing that the civil penalty is "for each underpaid employee for each pay period for which the employee was underpaid"); All applicable Wage Orders, §20 (establishing that "<u>[i]n addition to any other civil penalties provided by law</u>, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty…for each underpaid employee for each pay period during which the employee was underpaid").

owed minimum wages, overtime wages, premium wages, vacation pay, all owed sick leave and/or paid time off wages at the properly accrued rates (including but not limited to, all owed vacation pay/paid time off paid at the final rate including non-discretionary compensation, including but not limited to, shift differentials).

For example, DEFENDANTS did not furnish PLAINTIFF with any final paycheck within the time limits prescribed by Labor Code sections 201 and/or 202, and PLAINTIFF's late final paycheck was devoid of all wages owed, including but not limited to, devoid of all wages owed, including without limitation, all owed minimum wages, overtime wages, premium wages, vacation pay, all owed sick leave and/or paid time off wages at the properly accrued rates, (including but not limited to, all owed vacation pay/paid time off paid at the final rate including non-discretionary compensation, including but not limited to, any shift differential pay).

Based on further information and belief, DEFENDANTS failed to timely provide all owed wages immediately upon discharge of employment. Based on information and belief, at times, NON-EXEMPT AGGRIEVED EMPLOYEES experienced breaks in employment caused by DEFENDANTS whereby NON-EXEMPT AGGRIEVED EMPLOYEES would not be called in for work for longer than a single pay period due to including but not limited to DEFENDANTS' lack of work or lack of assignments. Such instances qualify as a discharge of employment. Yet, DEFENDANTS failed to timely pay all owed wages at the end of such periods of employment, in violation of including but not limited to Labor Code section 201-202.

These violations subject DEFENDANTS to civil penalties under Labor Code sections 203, 210, and/or 256. Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the statute provisions were violated.[5]

Business Expense Violations: California law requires employers to indemnify their employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of their duties or of their obedience to the directions of the employer. *See* Cal. Lab. Code § 2802(a) and all applicable Wage Orders, § 9 (b). Furthermore, "for purposes of [section 2802], the term 'necessary expenditure or losses' shall include all reasonable costs, including, but not limited to, attorneys' fees incurred by the employee enforcing the rights granted by this section."

Among other things, under California law, when tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft. *See* applicable IWC Wage Order, § 9 (b).
Among other things, under California law, when employees must use their personal cellphones for work-related purposes, the employer must reimburse them for a reasonable percentage of their cell phone bills. *See Cochran v. Schwan's Home Services, Inc.* (2014) 228 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was required to use their personal cellphone for work-related purposes and not reimbursed for the use. *Id.* 1144-1145

California law also requires employers to reimburse employees for automobile expenses incurred for the business use of personal vehicles, such as for mileage, gas, and the wear and tear on the vehicle. *See Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554.

Further, "any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled to under the laws of this State." *See* Cal. Lab. Code § 2804.

Based on information and belief, PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES were improperly required to provide and maintain work tools that are supposed to be the responsibility of the employer.

Based on information and belief, DEFENDANTS shifted the costs of doing business onto NON-EXEMPT AGGRIEVED EMPLOYEES and by requiring them to pay for their business expenses. including but not limited to, uniforms/work clothing/work shoes/personal protective/safety gear and the use of NON-EXEMPT AGGRIEVED EMPLOYEES' personal cell phones/mobile devices, internet and/or data usage for work-related purposes, including but not limited to, to receive and respond to work-related messages and/or phone calls.

For example, based on information and belief, PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES were frequently required to make and/or receive and respond to work-related calls and/or messages from supervisors and/or other NON-EXEMPT AGGRIEVED EMPLOYEES regarding scheduling and/or other work tasks and/or were required to download and use work-related applications but were not reimbursed by DEFENDANTS at all and/or in full for these business expenses.

For example, PLAINTIFF was frequently required to receive and respond to work-related calls and/or messages on PLAINTIFF's personal cell phone/mobile device but was not reimbursed by DEFENDANTS at all and/or in full for these business expenses.

Also, DEFENDANTS required PLAINTIFF to download and use work-related application(s) on his personal cell phone/mobile device, such as but not limited to, timekeeping application(s), however, DEFENDANTS failed to provide any and/or full reimbursement for these business expenses.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were not reimbursed for the cost of purchasing and/or maintaining their own hand tools and/or equipment required to perform their assigned job duties and/or for the costs of purchasing and/or maintaining work uniforms/clothing/shoes and/or protective gear (e.g., work shoes/boots and/or gloves and/or face masks).

Based on information and belief, at times, NON-EXEMPT AGGRIEVED EMPLOYEES were not reimbursed for the business use of their personal vehicles, including mileage, wear and tear and/or cost of fuel when they were required to drive around and/or between and/or around job sites/DEFENDANTS' facilities and/or otherwise use their personal vehicles in carrying out the duties assigned by DEFENDANTS. As such, DEFENDANTS failed to compensate NON-EXEMPT AGGRIEVED EMPLOYEES at the legally mandated Internal Revenue Service (IRS) per mile compensation rates in effect during the relevant period.

As explained above, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were not reimbursed for the cost of using their personal phone for work-related purposes and/or the cost of purchasing and/or maintaining work uniforms/work clothing/work shoes, personal protective/safety gear. Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were improperly required to pay for business expenses that are supposed to be the responsibility of DEFENDANTS.

As a pattern and practice, DEFENDANTS regularly failed to reimburse and indemnify NON-EXEMPT AGGRIEVED EMPLOYEES for business expenses. Pursuant to California Labor Code section 2802, PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES were entitled to be reimbursed for all reasonable expenses associated with carrying out DEFENDANTS' orders and/or carrying out the duties assigned by DEFENDANTS.

As described herein, DEFENDANTS regularly failed to reimburse and indemnify PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES for all reasonable expenses associated with carrying out their job duties. DEFENDANTS' failure to provide PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES with full reimbursement for all reasonable expenses associated with carrying out their duties required that PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES subsidize and/or carry the burden of business expenses in violation of Labor Code section 2802.

Conclusion

DEFENDANTS have violated the above-referenced California Labor Code provisions, the applicable IWC Wage Order, including but not limited to all applicable Wage Orders, as well as other laws, and is liable for all applicable premium wages, statutory and civil penalties, interest, attorneys' fees, and costs. The civil penalties PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES seek to recover include, but are not limited to, the statutory and civil penalties specified above.

Labor Code § 2699.3 requires that a claimant send a certified letter (i.e. this NOTICE) to the employer in question and file an online claim to the LWDA setting forth the claims and the basis for the claims, thereby giving the LWDA an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this NOTICE is to satisfy the requirements created by Labor Code §§ 2699, 2699.3(a), 2699.3(b), 2699.3(c), and 2699.5, prior to seeking penalties and premium wages allowed by law for the aforementioned statutory violations in a civil action. We look forward to determining whether the LWDA intends to take any action in reference to these claims. We kindly ask that you respond to this NOTICE according to the time frame contemplated by the code.

If the LWDA elects not to take any action with respect to any of the foregoing claims, PLAINTIFF will seek these penalties in a civil action, on behalf of PLAINTIFF and all NON-EXEMPT AGGRIEVED EMPLOYEES of DEFENDANTS within one year of the date of this letter as allowed by law.

Please advise if your office intends to investigate any of the factual and legal allegations and provide notice within sixty-five days of the date of this NOTICE to our office and to that of other charged parties. Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Kiara Bramasco, Esq.
Crosner Legal, PC
9440 Santa Monica Blvd., Ste. 301
Beverly Hills, CA 90210
Main: 866.276.7637
Fax: 310.510.6429
Email: kiara@crosnerlegal.com

Thank you for your attention to this matter.

Best Regards,

Kiara Bramasco

Kiara Bramasco, Esq.
CROSNER LEGAL, PC

Maria Monterrey <maria@crosnerlegal.com>

Thank you for submission of your PAGA Case.

1 message

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov> Tue, Oct 8, 2024 at 5:08 PM
To: "plteam@crosnerlegal.com" <plteam@crosnerlegal.com>

10/8/2024

LWDA Case No. LWDA-CM-1055301-24
Law Firm : Crosner Legal, P.C.
Plaintiff Name : Aziel Joey Gomez Perez
Employer: Aziel Joey Gomez Perez v. Qantas Airways Limited
Filing Fee : $75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

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

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

EXHIBIT

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CROSNER LEGAL
PUBLIC INTEREST RIGHTS

Mathew Adame <mathew@crosnerlegal.com>

Thank you for your Court Complaint Submission.

1 message

DIR PAGA Unit <no-reply@formassembly.com> Fri, Jan 24, 2025 at 9:36 AM
To: mathew@crosnerlegal.com

01/24/2025 09:36:25 AM

Thank you for your submission to the Labor and Workforce Development Agency.

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

EXHIBIT

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