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Attorneys for Plaintiff JESSICA AGUILAR,
on behalf of herself and others similarly situated

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

JESSICA AGUILAR, an individual on
behalf of herself and all others similarly
situated,

Plaintiffs,

v.

EC GROUP INC dba DENNIS & LEEN
dba FORMATIONS, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

CLASS ACTION

Case No. 24STCV25866

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

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

Hearing Information:
Date: May 29, 2026
Time: 9:00 a.m.
Dept: 17

Action filed: October 4, 2024
FAC Filed: December 9, 2024
Trial date: None Set

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I, Enoch J. Kim, declare as follows:

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

2. I am Senior Counsel at D.Law, Inc. and counsel for Plaintiff Jessica Aguilar (Plaintiff”), on behalf of herself and all other similarly situated employees of Defendant E.C. Inc., a California corporation doing business as “Dennis & Leen” and “Formations” (Defendant”) (Plaintiff and Defendant are collectively referred to herein as “the Parties”). All of the facts set forth herein are within my personal knowledge. I submit this Declaration in support of Plaintiff’s Motion for Preliminary Approval of the Parties’ Class and PAGA Action Settlement Agreement (“Motion”). A true and correct copy of the Parties’ Class and PAGA Settlement Agreement (“Settlement Agreement” or “Settlement”) is attached hereto as **Exhibit 1**.

Procedural History

3. Plaintiff worked as a non-exempt, hourly employee for Defendant and seeks to represent approximately 154 current and former California non-exempt individuals who worked for Defendant during the Class Period. Defendant operates as a for-profit corporation, and is a manufacturer and retailer of furniture. Defendant is headquartered in West Hollywood, California. Plaintiff and other Class Members (“Class Members”) worked as non-exempt employees and in similar positions in connection with the production and selling of furniture to Defendant’s customers throughout California.

4. On October 4, 2024, Plaintiff commenced a Class Action by filing a Complaint alleging causes of action against Defendant for: (1) Failure To Pay Minimum Wages; (2) Failure To Pay Minimum Wages And Overtime Under Labor Code Section 510; (3) Meal Period Liability Under Labor Code Section 226.7; (4) Rest Period Liability Under Labor Code Section 226.7; (5) Violation Of Labor Code Section 226(A); (6) Failure To Keep Required Payroll Records Under Labor Code Sections 1174 And 1174.5; (7) Penalties Pursuant To Labor Code Section 203; and

(8) Violation Of Business & Professions Code Section 17200 *et seq.* (the “Class Action”).

5. On October 4, 2024, Plaintiff submitted a PAGA notice (LWDA-CM-1054682-24) to the Labor and Workforce Development Agency (“LWDA”). A true and correct copy of the PAGA notice is attached hereto as **Exhibit 2**. On December 9, 2024, Plaintiff filed a First Amended Complaint (“Operative Complaint”) adding a claim for civil penalties under the California Private Attorneys General Act.

6. Plaintiff contends that Defendant violated California’s wage and hour laws by failing to pay minimum wages, wages, and overtime, meal period violations, rest period violations, failing to issue accurate, itemized wage statements, failing to keep payroll records, failing to produce requested employment records, failing to pay final wages and waiting time penalties, and for unfair competition.

Investigation

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

8. Defendant, for its part, vigorously contested liability, the amount of claimed damages, and the propriety of class certification. After analyzing the relevant documents and

1 other gathered data, Class Counsel believed that this case was appropriate for resolution via
2 mediation. Given the high level of risk present for both sides, the Parties elected to mediate
3 Plaintiff's claims and attempt settlement.

4 **Settlement Efforts**

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

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

17 **Summary of the Settlement**

18 11. Under the terms of the proposed Settlement Agreement, Defendant have agreed to
19 pay \$450,000.00 ("**Gross Settlement Amount**") on a non-reversionary basis. (Exhibit 1,
20 Settlement Agreement, ¶ 3.1.) In addition to and separate from the Gross Settlement Amount,
21 Defendant will pay the employer's portion of any payroll taxes on the wage allocation portion of
22 the individual settlement payments to Class Members. The Settlement Agreement defines the
23 Settlement Class ("**Class**") as, all persons employed by Defendant in California and classified as
24 a non-exempt hourly employee who worked for Defendant during the Class Period (i.e. October
25 4, 2020, through August 11, 2025). (Exhibit 1, Settlement Agreement, ¶ 1.5, 1.12.) The
26 Settlement Agreement also defines "**Aggrieved Employee**" as, a person employed by Defendant
27 in California and classified as a non-exempt hourly employee who worked for Defendant during
28 the PAGA Period (i.e. October 4, 2023 through August 11, 2025). (Exhibit 1, Settlement

Agreement, ¶ 1.4, 1.32.) The “**Net Settlement Amount**” available for distribution to Class Members, is the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment, which is intended to be disbursed to Participating Class Members as Individual Class Payments. (Exhibit 1, Settlement Agreement, ¶ 1.28.) These amounts are detailed as follows:

- Class Counsel’s Fees and Litigation Expenses Payment: Up to one-third of the Gross Settlement Amount, or **\$150,000.00**, to Class Counsel as attorneys’ fees for the litigation and resolution of this Action and actual costs incurred in this Action. (Exhibit 1, Settlement Agreement, ¶ 3.2.2.);
- Class Representative Enhancement Award to Named Plaintiff: Up to **\$5,000.00** to Plaintiff as an award for her service as the class representative (Exhibit 1, Settlement Agreement, ¶ 3.2.1.);
- Administration Expense Payment: A not-to-exceed amount of **\$6,990.00** to the Settlement Administrator for its costs of administration of the Settlement (Exhibit 1, Settlement Agreement, ¶ 3.2.3);
- PAGA Payment: **\$35,000.00** for settlement of claims for civil penalties under PAGA, with 35% (\$12,250.00) allocated to the Aggrieved Employees (“Individual PAGA Payments”) and 65% (\$22,750.00) allocated to the LWDA (“LWDA PAGA Payment”) (Exhibit 1, Settlement Agreement, ¶ 3.2.5.).

12. If the Court approves the above allocations from the Gross Settlement Amount, the Net Settlement Amount (“NSA”) is estimated to be **\$223,010.00**. Twenty percent (20%) of each Participating Class Member’s Individual Class Payment will be allocated to settlement of wage claims (the “Wage Portion”). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member’s Individual Class Payments will be allocated to settlement of claims for interest (10%) and penalties (70%) (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage

1 withholdings and will be reported on IRS 1099 Forms. (Exhibit 1, Settlement Agreement, ¶
2 3.2.4.1.) Each Participating Class Member's "Individual Class Payment" shall be calculated by
3 the Settlement Administrator using the following formula: (a) dividing the Net Settlement
4 Amount by the total number of Workweeks worked by all Participating Class Members during
5 the Class Period and (b) multiplying the result by each Participating Class Member's
6 Workweeks. (Exhibit 1, Settlement Agreement, ¶ 3.2.4.) The "Individual Class Payment" means
7 the Participating Class Member's pro rata share of the Net Settlement Amount calculated
8 according to the number of Workweeks worked during the Class Period. (Exhibit 1, Settlement
9 Agreement, ¶ 1.23.) For the approximately 154 Class Members (if no exclusions), the average
10 Gross Individual Settlement Payment, using a straight average, is \$1,448.12. The estimated
11 average amount each Class Member will receive per workweek based on the Net Settlement
12 Amount and 18,000 workweeks is \$12.39.

13 13. Not later than 30 days after the full execution of this Settlement Agreement,
14 Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a
15 Microsoft Excel spreadsheet. (Exhibit 1, Settlement Agreement, ¶ 4.2.) Using best efforts to
16 perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the
17 Administrator will send to all Class Members identified in the Class Data, via first-class United
18 States Postal Service ("USPS") mail, the Class Notice with Spanish translation. (Exhibit 1,
19 Settlement Agreement, ¶ 7.4.2.) The Class Notice includes a summary of the case and settlement
20 terms and provides Class Members with detailed instructions on how to exclude themselves,
21 object to the settlement, and dispute the number of workweeks and/or pay periods attributed to
22 each Class Member per Defendant's records. (Exhibit 1, Exhibit A, Class Notice). Not later than
23 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as
24 undelivered, the Administrator shall re-mail the Class Notice using any forwarding address
25 provided by the USPS. (Exhibit 1, Settlement Agreement, ¶ 7.4.3.) If the USPS does not provide
26 a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-
27 mail the Class Notice to the most current address obtained. (*Id.*) The Administrator has no
28 obligation to make further attempts to locate or send Class Notice to Class Members whose Class

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

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

24 14. Plaintiff alleges that the proposed Class satisfies the criteria for certification of a
25 settlement class under California law, as embodied in California Code of Civil Procedure § 382.
26 Defendant has agreed to the conditional certification of the class for settlement purposes only.
27 Defendant does not concede that certification is appropriate outside of this Settlement and
28 preserves all rights to oppose certification if, for any reason, the Settlement does not become

1 effective. In general, courts may take a proposed settlement into account in evaluating the
2 propriety of class certification. *See Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1807
3 fn. 19. Indeed, a “lesser standard” of scrutiny applies in certifying classes for settlement
4 purposes. *Id.* Therefore, the Court should take into consideration the fact that the Parties have
5 settled their claims and stipulated to certification for settlement purposes when assessing whether
6 the Settlement is fair and reasonable.

7 15. Numerosity and Ascertainability. The putative Class is so numerous that joinder
8 of all members is impractical. Class Members are individuals who worked for Defendant in
9 California as non-exempt employees during the period from October 4, 2020, through August 11,
10 2025. Defendant has identified 154 Class Members based on a review of its payroll and
11 personnel records. Thus, the requirements of numerosity and ascertainability are met here.

12 16. Well-Defined Community of Interest. Plaintiff contends, and Defendant does not
13 dispute for settlement purposes only, that common issues of fact and law predominate as to each
14 of the claims alleged by Plaintiff, and the Class is united in its proof. This action involves, *inter*
15 *alia*, a determination about Defendant’s alleged failure to pay minimum wages, wages, and
16 overtime, meal period violations, rest period violations, failure to issue accurate, itemized wage
17 statements, failure to keep payroll records, failure to produce requested employment records,
18 failure to pay final wages and waiting time penalties, and largely derivative claims under the
19 UCL and PAGA. Plaintiff contends Defendant’s practices affected Class Members in the same
20 way and presents questions that are suitable for common adjudication because all Class Members
21 were subject to the same employment policies and practices. The outcome of litigation in this
22 matter depends upon questions that are common to Class Members.

23 17. Typicality. The class representative’s claims are typical when they arise from the
24 same event, practice, or course of conduct that gives rise to the claims of other putative Class
25 Members and if their claims rest on the same legal theories. Here, Plaintiff alleges that her claims
26 are typical of Class Members’ claims because they arose from the same factual basis and are
27 based on the same legal theories. Plaintiff and Class Members were employed by Defendant
28 during the Class Period and were subject to the allegedly unlawful meal and rest policies and pay

practices at issue in this litigation. Thus, the typicality requirement is satisfied.

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

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

20. Plaintiff contends that class resolution is superior to other available methods for the fair and efficient adjudication of the controversy as there is little interest or incentive for Class Members to individually control the prosecution of separate actions. Although the alleged injury resulting from Defendant's policies and practices are allegedly real and significant, the cost of individually litigating each such case against Defendant would easily exceed the value of any relief that could be obtained by any one Class Member individually. If Class Members are forced to litigate their claims individually this would result in over 154 individual actions against Defendant. Here, the alternative methods of resolution are individual suits for relatively small amounts. Hence, an individual suit would prove uneconomical for potential Plaintiff because litigation costs would dwarf a potential recovery.

The Settlement is Fair, Adequate, and Reasonable

1 21. In deciding whether to approve a proposed class action settlement, the Court must
2 find that a proposed settlement is “fair, adequate, and reasonable” and falls within the “range of
3 approval.” *Dunk*, 48 Cal.App.4th at 1801-02. The trial court considers all relevant factors, such
4 as “the strength of Plaintiff’s case, the risk, expense, complexity and likely duration of further
5 litigation, the risk of maintaining class action status through trial, the amount offered in
6 settlement, the extent of discovery completed and the stage of the proceedings, the experience
7 and views of counsel, the presence of a governmental participant, and the reaction of the Class
8 Members to the proposed settlement.” *Id.* The Settlement satisfies all of these requirements.

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

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

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

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

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

1 24. Plaintiff's claims are based on Defendant's alleged failure to pay minimum
2 wages, wages, and overtime, meal period violations, rest period violations, failure to issue
3 accurate, itemized wage statements, failure to keep payroll records, failure to produce requested
4 employment records, failure to pay final wages and waiting time penalties, and largely derivative
5 claims under the UCL and PAGA.

6 25. Plaintiff alleges that Defendant failed to pay Plaintiff and Class Members at least
7 **minimum wages for all hours worked and proper overtime wages** for hours worked in excess
8 of eight hours in a day and 40 hours in a week. For example, Plaintiff alleges that Class Members
9 were instructed to only clock in and out for their shift start and end times and Defendant
10 automatically deducted meal periods from Class Members' time records without regard to
11 whether Class Members were actually able to take compliant meal periods. Indeed, Plaintiff
12 alleges that Defendant required Plaintiff and Class Members to perform work off-the-clock
13 during meal periods, resulting in unpaid minimum and overtime wages.

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

21 27. Plaintiff also alleges that Defendant failed to provide Plaintiff and Class Members
22 with lawful **first and second meal periods**. For example, Plaintiff alleges that Class Members
23 had to work through their meal breaks, had to take their meal breaks late, and had their meal
24 breaks often interrupted by work demands. Further, under Defendant's policies, Plaintiff and
25 Class Members were not provided second meal periods on shifts over ten hours. Additionally,
26 Defendant had a practice of automatically deducting time for meal periods from Plaintiff and
27 Class Members' time records.

28 28. Defendant contends that Class Members were given a reasonable opportunity to

1 take their meal periods and that any compliant meal periods not taken were at the voluntary
2 election of Class Members. Defendant also contends that the relevant Class Members signed
3 valid meal period waivers. Defendant further contends that the meal break claim requires
4 individualized inquiries which would preclude class certification. If Defendant's contentions
5 prevail in trial, the likely outcome would be no recovery for the Class Members on the meal
6 break claim.

7 29. Plaintiff also contends that Defendant did not provide Class Members with paid
8 **10-minute rest breaks** for every four hours or major fraction thereof. For example, Plaintiff
9 alleges that Class Members were required to work through their rest breaks and were often
10 interrupted with work demands.

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

17 31. **As for the wage statement and waiting time penalties claims**, Plaintiff alleges
18 that Defendant consistently failed to provide Class Members with accurate and itemized wage
19 statements and all wages due to Class Members upon termination of their employment with
20 Defendant. Plaintiff alleges that Defendant made it difficult to account with precision for the
21 unlawfully withheld wages and meal and rest period compensation owed during the liability
22 period, because it did not implement and preserve a record-keeping method as required.
23 Defendant contends that these claims are merely derivative of the underlying claims and that
24 Plaintiff and Class Members would be unable to first establish liability for the underlying claims
25 for the reasons described above. Defendant further contends that even if they could first establish
26 liability for the underlying claims, Plaintiff and Class Members would be unable to establish that
27 Defendant's conduct was willful and knowing as required by the relevant statutes since
28 Defendant acted in good faith to provide accurate wage statements and pay all wages due to

1 Plaintiff and Class Members. Thus, Defendant contends that the wage statement and waiting
2 time penalties claims to have little to no value.

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

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

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

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

24 35. Plaintiff had not yet filed her motion for class certification, and as such, the extent
25 to which Plaintiff proposed classes were certifiable is somewhat speculative. Absent a
26 settlement, there was a risk that there would not be a certified class at the time of trial, or if there
27 were, it could consist of a significantly smaller group of employees than the proposed Settlement
28 Class, resulting in less overall recovery.

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

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

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

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

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

21 39. The strength of the Plaintiff's case in light of the settlement amount is deemed by
22 courts to be the "most important." *Clark v. American Residential Services, LLC* (2009) 175
23 Cal.App.4th 785, 799 (citing *Kullar*). Here, Plaintiff alleges that Defendant failed to pay
24 minimum wages, wages, and overtime, meal period violations, rest period violations, failed to
25 issue accurate, itemized wage statements, failed to keep payroll records, failed to produce
26 requested employment records, failed to pay final wages and waiting time penalties, and for
27 unfair competition all in violation of California law. Plaintiff seeks related violations of
28 California's Business & Professions Code, penalties pursuant to Labor Code § 2699 *et seq.*

Summary calculations for estimated liability for each of these claims are below.

Failure to Pay Minimum and Overtime Wages:

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

41. Class Counsel estimated Defendant's exposure on the unpaid wages due to off the clock work attributable to overtime to be approximately \$108,828.90 (assuming 10 minutes of off the clock work per workweek x 18,000 workweeks x \$23.71 average rate of pay x 1.5). However, given Defendant's defenses and the potential hurdles facing certification of off-the-clock claims, Class Counsel applied an 80% discount making for an adjusted realistic exposure of **\$21,765.78** for Defendant.

Meal Periods and Rest Breaks:

42. Plaintiff alleges that Defendant had a common practice and policy of denying compliant meal periods as discussed above.

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

44. Class Counsel's expert estimated Defendant's maximum exposure on the meal period claim at approximately \$672,127.00 (meal period premiums due with an offset for meal period premiums paid). However, given Defendant's defenses and the potential hurdles facing certification of the meal break claim, Class Counsel applied an 80% discount making for an adjusted realistic exposure of **\$134,425.40** for Defendant.

45. Rest Breaks: Plaintiff contends that Defendant did not provide Class Members with

1 timely paid 10-minute rest breaks for every four hours or major fraction thereof as discussed
2 above.

3 46. Class Counsel's expert estimated Defendant's maximum liability exposure on the rest
4 break period claim at approximately \$1,761,367.50 assuming a 75% violation rate. However,
5 given Defendant's contentions and the difficulties facing certification of rest break claims, Class
6 Counsel applied a 90% discount making for an adjusted realistic exposure of **\$176,136.75** for
7 Defendant. Owing to the arguments above and the fact that the recording of rest periods is not
8 required, this claim was substantially discounted.

9 Inaccurate Wage Statement Violations:

10 47. Under Labor Code § 226(a), Plaintiff and the Class are entitled to recover \$50 for
11 initial violations for inaccurate wage statements and \$100 for subsequent violations, up to a
12 maximum of \$4,000 per employee. Plaintiff alleges that Defendant made it difficult to account
13 with precision for the unlawfully withheld wages and meal and rest period compensation owed
14 during the liability period, because they did not implement and preserve a record-keeping
15 method as required.

16 48. Class Counsel's expert estimated Defendant's maximum total exposure on the section
17 226 claim at approximately \$384,000.00 (assuming \$50/\$100 for initial and subsequent
18 violations and 96 employees during the relevant period and a maximum of \$4,000 per
19 employee). After considering Defendant's contentions and the potential class certification issues,
20 Class Counsel discounted this amount by 80% to get an adjusted realistic exposure of
21 **\$76,800.00.**

22 Failure to Pay Final Wages at Termination or Separation:

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

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

1 wages due at termination or within 72 hours of resignation, then that employee's wages will
2 continue as a penalty until paid for a period of up to 30 days from the date they were due.
3 Because Class Members stopped working for Defendant but were allegedly not paid their full
4 compensation for the reasons discussed above, Class Members did not receive all wages due
5 upon termination of employment.

6 51. Class Counsel's expert estimated Defendant's maximum total exposure on the section
7 203 claim at approximately \$387,729.63 (69 terminated employees during the relevant period x
8 30 days x average hourly rate per year x 7.9 hours per workday). Given the foregoing arguments,
9 Class Counsel discounted this amount by 80% to get an adjusted realistic exposure of
10 **\$77,545.93.**

11 PAGA Penalties:

12 52. The Labor Code Private Attorneys General Act, Labor Code § 2698 *et seq.*, allows
13 Plaintiff to obtain civil penalties on behalf of herself and other aggrieved employees for
14 Defendant's violation of any provision of the Labor Code enumerated under Labor Code §
15 2699.5. Where civil penalties are provided in the statute, those civil penalties are recoverable;
16 where no civil penalties are recoverable, Labor Code § 2699(f) establishes civil penalties of one
17 (\$100) for each aggrieved employee per pay period for the initial violation and two hundred
18 dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.
19 Pursuant to Labor Code § 2699(i), sixty-five percent (65%) of the penalties recovered must be
20 allocated to the Labor and Workforce Development Agency (LWDA), with the remaining thirty-
21 five percent (35%) allocated to the affected employees. The limitations period for all penalties is
22 one year prior to the filing of the complaint.

23 53. The provisions of the Labor Code potentially triggering PAGA penalties in this case
24 include but are not limited to Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510,
25 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, and 2699,
26 *et seq.* PAGA penalties are not mandatory and are instead permissive. Labor Code § 2699(e)(2)
27 states that "a court may award a lesser amount than the maximum civil penalty amount specified
28 by this part if, based on the facts and circumstances of the particular case, to do otherwise would

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

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

10 55. Plaintiff estimated Defendant’s total exposure on the PAGA claim at approximately
11 \$322,700 (3,227 PAGA Pay Periods x \$100). However, Class Counsel also estimated any PAGA
12 recovery would be substantially reduced and applied a discount of 90% in light of the
13 countervailing arguments with regard to the other causes of action and the Court’s power to
14 award “a lesser amount than the maximum civil liability” to get an adjusted realistic exposure of
15 \$32,270.00. The PAGA allocation agreed upon by the Parties therefore was **\$35,000.00**, subject
16 to the Court’s final approval. 65% of that amount (\$22,750.00) will be paid to the LWDA out of
17 the Gross Settlement Amount, and the remaining 35% (\$12,250.00) will remain in the PAGA
18 Settlement Fund for distribution to the Aggrieved Employees.

19 Unfair Business Practices

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

24 Summary

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

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

3 58. Class Counsel applied reasonable and justified discounts, considering the facts and
4 legal contexts outlined above. These substantial discounts were necessary in light of Defendant's
5 contentions and denial of liability. This Settlement, like most others, was the product of
6 compromise. As addressed above, Plaintiff estimated that Defendant faced approximately
7 \$518,943.86 in total realistic exposure on Plaintiff's main claims. The Gross Settlement Amount
8 of \$450,000.00 therefore represents a recovery for the Class Members of approximately 87% of
9 the total realistic exposure Plaintiff estimated Defendant could face on these class-wide claims.
10 Class Counsel submits that this is an optimal result for the Class in light of all of the factors
11 described above.

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

13 59. Under the Settlement, Class Counsel requests, without opposition from Defendant, an
14 award of \$150,000.00 for attorneys' fees and reasonable expenses incurred to prosecute the
15 Action. This request is fair, reasonable, and adequate to compensate Class Counsel for the
16 substantial work they have put into this case and, moreover, the risk they assumed by taking it in
17 the first place as they will not receive any compensation for their efforts until recovery is
18 obtained for the Class. The attorneys' fees award is intended to reimburse Class Counsel for all
19 uncompensated work that they have already done and for all the work they will continue to do in
20 carrying out and overseeing the notification to Class Members, communicating with Class
21 Members regarding their claims, and assisting in the administration of the Settlement if it is
22 preliminarily approved. The requested fee is reasonable for the services provided to Class
23 Members and for the benefits they are to receive. Class Counsel's costs incurred to date and
24 estimated future costs are currently estimated to be \$16,895.50.

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

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

1 be taken, searching for attorneys, and communicating with Class Counsel. Plaintiff was
2 consistently communicative with counsel, routinely checked-in, and was responsive to Class
3 Counsel's requests for information for discovery, documentation, and meetings.

4 61. Both before and after the filing of this lawsuit, Plaintiff conferred with Class Counsel
5 on to discuss every aspect of her case. Plaintiff performed the following tasks, among others:

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

15 *See Aguilar Decl.*

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

21 63. Plaintiff seeks an enhancement in the amount not to exceed \$5,000.00. Plaintiff
22 secured a benefit for the Class worth \$450,000.00. In the aggregate, the requested enhancement
23 represents only a small percentage of the settlement consideration. The total amount which
24 Plaintiff is requesting to be allocated to a service award is approximately 1.1% of the total
25 settlement amount. In light of the foregoing, Class Counsel believes that the \$5,000.00 incentive
26 awards to the Class Representative is fair and reasonable.

27 **Proposed Class Notice Provides Adequate Notice**

28 64. The notification procedure set out in the Settlement Agreement provides the greatest

1 likelihood that each and every Class Member will receive the Class Notice, attached to the
2 Settlement as Exhibit A. Under the Settlement, not later than 30 days after the full execution of
3 this Settlement Agreement, Defendant will simultaneously deliver the Class Data to the
4 Administrator, in the form of a Microsoft Excel spreadsheet. Using best efforts to perform as
5 soon as possible, and in no event later than 14 days after receiving the Class Data, the
6 Administrator will send to all Class Members identified in the Class Data, via first-class United
7 States Postal Service (“USPS”) mail, the Class Notice with Spanish translation. (Exhibit 1,
8 Settlement Agreement, ¶ 4.2, 7.4.2.) The Class Notice includes a summary of the case and
9 settlement terms and provides Class Members with detailed instructions on how to exclude
10 themselves, object to the settlement, and dispute the number of workweeks and/or pay periods
11 attributed to each Class Member per Defendant’ records. (Exhibit A, Class Notice). Settlement
12 Class Members who want to opt out must timely submit a signed and dated written request to be
13 excluded from the class portion of the Settlement to the Settlement Administrator (“Opt-Out
14 Request”). Class Members who wish to exclude themselves (opt-out of) the Class Settlement
15 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
16 later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for
17 Class Members whose Class Notice is re-mailed). (Exhibit 1, Settlement Agreement, ¶ 7.5.1.) A
18 Request for Exclusion is a letter from a Class Member that reasonably communicates the Class
19 Member’s election to be excluded from the Settlement and includes the Class Member’s name,
20 address, email address and telephone number. (*Id.*) To be valid, a Request for Exclusion must be
21 timely faxed, emailed, or postmarked by the Response Deadline . (*Id.*) This is the best and most
22 practicable way to ensure the greatest possible number of Class Members will receive the Notice.

23 65. The settlement agreement does not impose any affirmative duties on Participating
24 Class Members. No claim form is required to participate in the Settlement. Individuals who wish
25 to opt out or object may do so. The Class Notice itself fully apprises Class Members of the
26 nature of the lawsuit, the claims involved, the terms of the settlement, and their options
27 thereunder. (Exhibit 1, Settlement Agreement, Exhibit A, Class Notice). It provides for a specific
28 procedure to seek exclusion from the Class, disputing payments and Class Information,

1 challenging workweek and pay period data, and lodging objections to the settlement. (*Id.*) In the
2 Class Notice, Class Members will also receive Class Counsel's contact information so they can
3 speak to attorneys conversant with the legal and factual issues involved in this case, as well as
4 the contact information for the Settlement Administrator. The efforts taken to ensure that Class
5 Members receive the Class Notice and are well informed about the settlement are reasonable and
6 provide the best notice practicable under the facts.

7 **Qualifications and Adequacy of Class Counsel**

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

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

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

(Superior Court of California in Los Angeles, BC623610), Schultz v. Jimbo's Natural Family, Inc. (Superior Court of California in San Diego, 37-2017-00022348-CUE-OE-CTL), Ambrose v. Victor Valley Global et al. (Superior Court of California in San Bernardino, CIVDS1709289), Puerta-Gildardo v. Real Time Staffing Services LLC et. al. (Superior Court of California in Los Angeles, BC565445), Vargo v. Pregis Innovative Packaging LLC (Superior Court of California in Tulare, 270836), Conlin v. Aegis Senior Communities LLC (Northern District of California, 17-cv-05534-LHK), Galarza v. Kloeckner Metals Corporation (Central District of California, 2:17-cv-04910-FMO), Estes v. L3 Technologies, Inc. et al. (Southern District of California, 3:17-cv-02356-H-JMA), Rowser v. Trunk Club, Inc. (Central District of California, 2:17-cv-05064-DSF-RAO), Leach v. The Claremont Colleges, Inc. (Superior Court of California in Los Angeles, BC686451), Vaesau v. PCT Enterprises, Inc. dba Precision Cabinets (Superior Court of California, County of Contra Costa MSC18-02404), Terry v. TF Louderback, Inc. dba Bay Area Beverage Company (Superior Court of the State of California, County of Contra Costa, MSC18-00859), Roach v. Westcare California, Inc. (Superior Court of California in Kern County, BCV-17-102367-SDS), Patton v. Church & Dwight Co., Inc. (Central District of California, EDCV 18-903-MWF (KKx)), Juarez v. ISL Employees, Inc. (Superior Court of California in Madera, MCV074787), Ferraro v. USC Verdugo Hill s Hospital, et al. (Superior Court of California in Los Angeles, 18STCV09463), Ford v. Account Control Technology, Inc., et al. (Superior Court of California in Los Angeles, 19STCV09369), Ornelas v. iStorage, et al. (Superior Court of California in San Francisco, CGC-18-571421), Martinez v. Ronpak, Inc. (Superior Court of California in Riverside, RIC1901307), Barrera et al. v. Exclusive Wireless, Inc. (Superior Court of California in Stanislaus, 9000687), Barajas v. Mancha Development Company LLC (Superior Court of California in Orange County, 30-2018-00974707-CU-OE-CXC), Prado v. IMAX Corporation dba IMAC Worldwide Home (Superior Court of California in San Bernardino, CIVDS1820265), Rodriguez v. ND Industries, Inc. (Superior Court of California in Los Angeles, 19STCV38096), Singletary v. Motel 6 Operating LP, et al. (Southern District of California, 3:20-cv-0270-LAB-AHG), Quizon v. CF Watsonville East, LLC, et al. (Superior Court of California in Santa Cruz, 20CV01868), Stephenson v. Bakersfield Dodge, Inc. (Superior Court of

California in Kern, BCV-20-102693), Bacerra v. Hugo Boss Retail, Inc. (Superior Court of California in San Diego, 37-2021-00002933-CU-OE-CTL), Walker v. Ariat International, Inc. (Superior Court of California in Alameda, HG19026439), Orr v. Petvet Care Centers (California) Inc. (Superior Court of California in Santa Clara, 19CV354063), Jimenez v. OEC Distribution Services, Inc. (Superior Court of California in San Bernardino, CIVDS1915743), Viridi v. Absolute Security International (Superior Court of California in San Bernardino, CIVDS 1909589), Raj v. First Transit, Inc (Superior Court of California in Sacramento, 34-2021-00295895-CU-OE-GDS), Marchbanks v. Torrid Administration, Inc. (Superior Court of California in San Diego, 37-2020-00008179-CU-OE-NC), among others.

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

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

1 informed basis, and to evaluate the viability of the defenses.

2 71. Associate Attorney Mason Doidge received his bachelor's degree from Eastern
3 Washington University in March 2019, and from University of California, Irvine School of Law
4 in May 2023. He has been in practice with the law firm of D.Law, Inc. since August 2024,
5 focusing exclusively in the area of employment law and has been involved in numerous cases in
6 all aspects from pre-filing through settlement, including California and Federal wage and hour
7 class actions.

8 72. Associate Attorney Bradford Smith graduated from the University of California,
9 Irvine with a Bachelor of Arts in History and received his Juris Doctor from Loyola Law
10 School, Los Angeles in 2022. He was admitted to practice law in the State of California in
11 2022. Before joining D.Law, Inc., he worked at a law firm specializing in insurance defense
12 litigation. Since 2023, his focus has been on wage and hour class action litigation and
13 settlements.

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

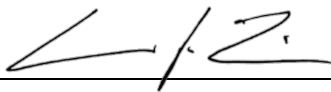
25 74. We understand the responsibilities owed as counsel to the Settlement Class Members
26 and aggrieved employees we represent. The attorneys at D.Law thoroughly investigated the
27 claims asserted in this action and have remained committed to dedicating the resources necessary
28 to represent the Settlement Class and vigorously pursue their claims. Based upon my experience

1 and understanding of the claims and defenses in this action, I believe the settlement is fair,
2 adequate, and reasonable for the Class Members and aggrieved employees and all involved, and
3 that the Settlement is well within the range of reasonableness that would permit it to be finally
4 approved. I am not aware of any conflict of interest with Plaintiff or any other Class Member that
5 would interfere with the duties as Class Counsel.

6 75. On April 16, 2026, Plaintiff submitted the Parties' Class and PAGA Action Settlement
7 Agreement and Plaintiff's Motion for Preliminary Approval of Class Action and PAGA
8 Settlement Agreement and supporting documents to the LWDA. A true and correct copy of the
9 confirmatory email from the LWDA is attached hereto as **Exhibit 3.**

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

12 Executed on April 16, 2026, in Pasadena, California.

13 
14 _____

15 Enoch J. Kim, Esq.
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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 Jessica Aguilar (“Plaintiff”) and Defendant E.C. Group Inc., a California corporation doing business as “Dennis & Leen” and “Formations” (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1 “Action” means Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Jessica Aguilar v. E.C. Group Inc dba Dennis & Leen dba Formations* initiated on October 4, 2024 and pending in Superior Court of the State of California, County of Los Angeles, as Case No. 24STCV25866.
- 1.2 “Administrator” means Apex Class Action Administration (“Apex”), the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employee” means a person employed by Defendant in California and classified as a non-exempt hourly employee who worked for Defendant during the PAGA Period.
- 1.5 “Class” means all persons employed by Defendant in California and classified as a non-exempt hourly employee who worked for Defendant during the Class Period.
- 1.6 “Class Counsel” means D.Law, Inc.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of

Address database, skip traces, and direct contact by the Administrator with Class Members.

- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the period from October 4, 2020 through August 11, 2025.
- 1.13 “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15 “Court” means the Superior Court of California, County of Los Angeles.
- 1.16 “Defendant” means Defendant E.C. Group Inc., a California corporation doing business as “Dennis & Leen” and “Formations.”
- 1.17 “Defense Counsel” means Freeman Mathis & Gary, LLP.
- 1.18 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22 “Gross Settlement Amount” means \$450,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. 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, Class Representative Service Payment and the Administrator’s Expenses.

- 1.23 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods 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. (m).
- 1.27 “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (m).
- 1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment, which is intended to be disbursed 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 “Operative Complaint” means the First Amended Class and Representative Action Complaint that Plaintiff filed December 9, 2024, in Los Angeles County Superior Court in the *Jessica Aguilar v. EC Group Inc dba Dennis & Leen dba Formations* action, which adds a cause of action for penalties under PAGA.
- 1.31 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.32 “PAGA Period” means the period from October 4, 2023 through August 11, 2025.
- 1.33 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.34 “PAGA Notice” means Plaintiff’s June 20, 2024, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.35 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees (\$12,250) and the 65% to LWDA (\$22,750) in settlement of PAGA claims.

- 1.36 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.37 “Plaintiff” means Jessica Aguilar, the named plaintiff in the Action.
- 1.38 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.39 "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.40 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.41 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.42 “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.43 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.44 "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are 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.
- 1.46 “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. **RECITALS.**

- 2.1 On October 4, 2024, Plaintiff commenced a Class Action by filing a Complaint alleging causes of action against Defendant for (1) failure to pay minimum wages; (2) failure to pay wages and overtime under Labor Code section 510; (3) meal period liability under Labor Code section 226.7; (4) rest period liability under Labor Code section 226.7; (5) violation of Labor Code section 226(a); (6) failure to keep required payroll records under Labor Code sections 1174 and 1174.5; (7) penalties pursuant to Labor Code section 203;

and (8) violation of Business & Professions Code section 17200 *et seq.*, the California Labor Code, and the applicable IWC Wage Orders. On December 9, 2024, Plaintiff filed a First Amended Complaint adding a cause of action for penalties under PAGA. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

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

2.3 On August 11, 2025, the Parties participated in an all-day mediation presided over by Gail Glick which led to this Agreement to settle the Action.

2.4 Prior to mediation, Plaintiff obtained, through informal discovery, a 97.4% sampling of time and payroll data for the putative class, and figures and information regarding the class size and composition. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("Dunk/Kullar").

2.5 The Court has not granted class certification because the Parties engaged in mediation before any motion for class certification was prepared or filed.

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

3. **MONETARY TERMS.**

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$450,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$5,000 (in addition to 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 a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

- 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be \$150,000.00, and a Class Counsel Litigation Expenses Payment for reimbursement of actual costs incurred in the Action, which is currently estimated not to exceed \$30,000.00. Defendant will not oppose requests for these payments provided that do not exceed these 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 less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$6,990.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$6,990.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- 3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The

80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest (10%) and penalties (70%) (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$35,000.00 to be paid from the Gross Settlement Amount, with 65% (\$22,750.00) allocated to the LWDA PAGA Payment and 35% (\$12,250.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties \$35,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are approximately 154 Class Members who collectively worked a total of approximately 18,000 workweeks from October 4, 2020 to August 11, 2025, and approximately 93 of Aggrieved Employees who worked a total of approximately 3,227 PAGA Pay Periods from October 4, 2023 to August 11, 2025.

4.2 Class Data. Not later than 30 days after the full execution of this Settlement Agreement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class

Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 21 days after the Effective Date.

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

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

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

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

Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

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

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

5.1 **Plaintiff's Release.** Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in 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 may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

5.2 **Release by Participating Class Members:** All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, damages, debts, liabilities, demands, obligations, penalties, actions or causes of

action of any kind, arising under state, federal or local law, whether statutory, common law, or administrative law, at any time during the Settlement Class Period, that were alleged in the Operative Complaint, or reasonably could have been alleged based on the facts stated in the Operative Complaint, including claims for failure to pay minimum wages, wages, and overtime, meal period violations, rest period violations, failure to reimburse necessary expenditures, failure to issue accurate and itemized wage statements, failure to keep payroll records, failure to pay final wages and waiting time penalties, and for unfair competition predicated on the aforementioned Labor Code violations (collectively, the "Released Class Claims"). This release shall apply to claims arising during the Class Period. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all claims for PAGA civil penalties, interest, fees or costs that were alleged or reasonably could have been alleged based on the facts stated in the Operative Complaint and the PAGA Notice submitted to the LWDA arising during the PAGA Period (collectively, the "Released PAGA Claims").

6. **MOTION FOR PRELIMINARY APPROVAL**. Class Counsel will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under Dunk/Kullar and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (v) a signed declaration from 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, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)), and all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. Defendant and Defense Counsel will reasonably cooperate with Plaintiff in the preparation and filing of all documents required for Preliminary Approval, including a

declaration attesting to any facts relevant to any actual or potential conflicts of interest with the Administrator.

6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 45 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3 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.

7. SETTLEMENT ADMINISTRATION.

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

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

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

7.4 Notice to Class Members.

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

- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3 Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

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

number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

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

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 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 and Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination regarding the challenges.

7.7 Objections to Settlement.

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

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

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

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

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

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

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or 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 Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

- 7.8.4 Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and 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 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.
8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE** Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are approximately 154 Class Members and approximately 18,000 total workweeks from October 4, 2020, through August 11, 2025, and (2) there were approximately 93 Aggrieved Employees who worked approximately 3,227 Pay Periods from October 4, 2023 through August 11, 2025. If the number of Total Workweeks encompassed within the Class Period exceeds 18,000 by more than 10% (i.e. an increase to more than 19,800 Workweeks), then the GSA shall be increased in proportion to the percentage increase in the number of total Workweeks encompassed in the Class period in excess of 19,800 Workweeks, or Defendant can choose to end the Class Period as of the day before accrual of 19,800, at Defendant’s sole discretion. If the GSA is increased pursuant to this provision, the Class Counsel Fees Payment shall be one-third of the increased GSA.

9. **DEFENDANT’S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone or by email, 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 and/or Aggrieved Employees), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 10.3 **Continuing Jurisdiction of the Court.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4 **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object

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

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

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

12. **ADDITIONAL PROVISIONS.**

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

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

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

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

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

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

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

12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,

transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

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

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

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

To Plaintiffs:

D.Law, Inc.
Roman Shkodnik
r.shkodnik@d.law
Mason Doidge
m.doidge@d.law
Enoch J. Kim
e.kim@d.law
Bradford Smith
b.smith@d.law
250 N. Madison Ave, 2nd Floor
Pasadena, CA 91101
(818) 962-6465

To Defendant:

FREEMAN MATHIS & GARY, LLP
Daniel Parker Jett
DJett@fmglaw.com
Kelly M. Haas
Kelly.Haas@fmglaw.com
550 S. Hope Street, Suite 2200
Los Angeles, California 90071-2627
(213) 615-7000

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

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

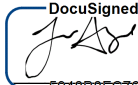
process. The Parties also will work together to file a stipulation requesting the Court vacate Plaintiff's deadline to file a motion for class certification.

12.20 Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Parties request that the Court 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.

12.21 Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense Counsel and Class Counsel, on behalf of the Parties, the Class Members, and the Aggrieved Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

12.22 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Class Action and PAGA Settlement Agreement between Plaintiff, on the one hand, and Defendants, on the other hand, as of the date(s) set forth below:

DocuSigned by:



5948B8FC76A3432...

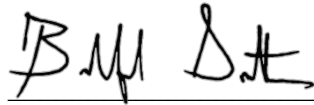
Jessica Aguilar, Plaintiff

Date: 3/16/2026

Date: _____

Tina Aguilera, Chief Operating Officer

On behalf of Defendant E.C. GROUP, INC., a California corporation doing business as "Dennis & Leen" and "Formations"



Roman Shkodnik

Mason Doidge

Enoch J. Kim

Bradford Smith

Attorneys for Plaintiff

Date: 3/17/2026

Date: _____

Daniel Parker Jett

Kelly M. Haas

FREEMAN MATHIS & GARY, LLP

Attorneys for Defendant E.C. GROUP, INC.

process. The Parties also will work together to file a stipulation requesting the Court vacate Plaintiff's deadline to file a motion for class certification.

12.20 Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Parties request that the Court 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.

12.21 Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense Counsel and Class Counsel, on behalf of the Parties, the Class Members, and the Aggrieved Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

12.22 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Class Action and PAGA Settlement Agreement between Plaintiff, on the one hand, and Defendants, on the other hand, as of the date(s) set forth below:

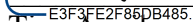
Jessica Aguilar, Plaintiff

Date: _____

DocuSigned by:

 Tina Aguilera

Date: 3/19/2026 | 17:12:52 PDT

 Tina Aguilera, Chief Operating Officer

On behalf of Defendant E.C. GROUP, INC., a California corporation doing business as "Dennis & Leen" and "Formations"

Roman Shkodnik
Mason Doidge
Enoch J. Kim
Bradford Smith
Attorneys for Plaintiff

Date: _____

Daniel Parker Jett
Kelly M. Haas
FREEMAN MATHIS & GARY, LLP
Attorneys for Defendant E.C. GROUP, INC.

Date: _____

process. The Parties also will work together to file a stipulation requesting the Court vacate Plaintiff's deadline to file a motion for class certification.

12.20 Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Parties request that the Court 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.

12.21 Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense Counsel and Class Counsel, on behalf of the Parties, the Class Members, and the Aggrieved Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

12.22 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Class Action and PAGA Settlement Agreement between Plaintiff, on the one hand, and Defendants, on the other hand, as of the date(s) set forth below:

Jessica Aguilar, Plaintiff

Date: _____

Tina Aguilera, Chief Operating Officer
On behalf of Defendant E.C. GROUP, INC., a California corporation doing business as
"Dennis & Leen" and "Formations"

Date: _____

Roman Shkodnik
Mason Doidge
Enoch J. Kim
Bradford Smith
Attorneys for Plaintiff

Date: _____



Daniel Parker Jett
Kelly M. Haas
FREEMAN MATHIS & GARY, LLP
Attorneys for Defendant E.C. GROUP, INC.

Date: 3/19/2026

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

Jessica Aguilar v. EC Group Inc dba Dennis & Leen dba Formations

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 E.C. Group Inc., a California corporation doing business as "Dennis & Leen" and "Formations" ("E.C. Group") for alleged wage and hour violations. The Action was filed by former E.C. Group employee Jessica Aguilar ("Plaintiff") and seeks payment of (1) back wages and other relief for a class of hourly non-exempt employees ("Class Members") who worked for E.C. Group during the Class Period (October 4, 2020 through August 11, 2025; and (2) penalties under the California Private Attorney General Act ("PAGA") for all non-exempt hourly employees who worked for E.C. Group during the PAGA Period (October 4, 2023 through August 11, 2025) ("Aggrieved Employees").

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

Based on E.C. Group'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 E.C. Group'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 E.C. Group's records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks during the Class Period or more pay periods during the PAGA Period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

If you worked for E.C. Group 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 and hour claims and PAGA Period penalty claims against EC Group.
- (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 EC Group, 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.

E.C. Group **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 E.C. Group that are covered by this Settlement (Released Class Claims and Released PAGA Claims, defined below).
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. EC Group must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	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

Written Objections Must be Submitted by _____	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/PAGA 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 of Class Period workweeks and number of PAGA Period pay periods you worked according to E.C. Group’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former E.C. Group employee. The Action accuses E.C. Group of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination, and failing to provide 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: D.Law, Inc. (“Class Counsel.”)

E.C. Group 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 E.C. Group or Plaintiff are correct on the merits.

In the meantime, Plaintiff and E.C. Group hired an experienced practitioner in an effort to resolve the Action by negotiating and 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 E.C. Group 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, E.C. Group 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) E.C. Group 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?

1. E.C. Group Will Pay \$450,00.00 as the Gross Settlement Amount (Gross Settlement).
E.C. Group has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, E.C. Group will fund the Gross Settlement Amount not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a. Up to \$150,000.00 (one-third of the Gross Settlement Amount to Class Counsel for attorneys' fees and reimbursement of their litigation expenses, which is currently estimated not to exceed \$30,000.00. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b. Up to \$5,000.00 to Plaintiff as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - c. Up to \$6,990.00 to the Administrator for services administering the Settlement.
 - d. Up to \$35,000.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% 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.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and E.C. Group are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. E.C. Group 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 E.C. Group 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. 5.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies may be irrevocably lost to you because they will be paid to California Controller’s Unclaimed Property Fund.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, 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, email 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 E.C. Group.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert the Released PAGA claims against E.C. Group as defined below.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and E.C. Group have agreed that, in either case, the Settlement will be void: E.C. Group will not pay any money and Class Members will not release any claims against E.C. Group.
8. Administrator. The Court has appointed a neutral company, Apex Class Action Administration (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion and written objections. The Administrator will also decide Class Member Challenges over Workweeks and/or Pay Periods, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and E.C. Group has fully funded the Gross Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against E.C. Group or any Released Parties 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 any and all claims, damages, debts, liabilities, demands, obligations, penalties, actions or causes of action of any kind, arising under state, federal or local law, whether statutory, common law, or administrative law, at any time during the Settlement Class Period, that were alleged in the Operative Complaint, or reasonably could have been alleged based on the facts stated in the Operative Complaint and/or the PAGA Notice, including claims for failure to pay minimum wages, wages, and overtime, meal period violations, rest period violations, failure to issue accurate and itemized wage statements, failure to keep payroll records, failure to pay final wages and waiting time penalties, and for unfair competition predicate on the aforementioned Labor Code violations (collectively, the "Released Class Claims"). This release shall apply to claims arising during the Class Period. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

“Released Parties” means: E.C. Group Inc., a California corporation doing business as “Dennis & Leen” and “Formations,” and its present and former parent companies, subsidiaries, divisions, affiliates, and their shareholders, owners, partners, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and clients.

10. Aggrieved Employees’ PAGA Release. After the Court’s Judgment is final and E.C. Group has fully funded the Gross Settlement Amount (and separately paid all employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against E.C. Group and Released Parties, whether or not they exclude themselves from the Class 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 E.C. Group or any Released Party based on the Released PAGA Claims as defined below.

The Aggrieved Employees’ Release is as follows:

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 any and all claims for PAGA civil penalties, interest, fees or costs that were alleged, or reasonably could have been alleged based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice submitted to the LWDA arising during the PAGA Period (collectively, the “Released PAGA Claims”).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,250.00 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.
3. Workweek/PAGA Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in E.C. Group’s records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing

and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

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

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Jessica Aguilar v. E.C. Group, Inc., dba Dennis & Leen dba Formations*, and include your identifying information (full name, address, email address, and telephone number). **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?

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 E.C. Group 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 Payment 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 Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ or the Court's website _____.

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 Payment 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 *Jessica Aguilar v. E.C. Group, Inc., dba Dennis & Leen dba Formations*, and include your name, current address, email address, and telephone number, 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 _____ in Department 17 of the Los Angeles County Superior Court Spring Street Courthouse, 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 Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via Zoom. 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 E.C. Group 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 Apex Class Action Administration's website at _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

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

Class Counsel:

D.Law, Inc.

Roman Shkodnik

r.shkodnik@d.law

Mason Doidge

m.doidge@d.law

Enoch Kim

e.kim@d.law

Bradford Smith

b.smith@d.law

250 N. Madison Ave, 2nd Floor

Pasadena, CA 91101

(818) 962-6465

Settlement Administrator:

Name of Company: Apex Class Action Administration

Email Address: Sean@apexclassaction.com

Mailing Address: 18 Technology Drive, Suite 154, Irvine, CA 92618

Telephone: 949.878.3676

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT 2

October 4, 2024

VIA ON-LINE SUBMISSION ONLY TO:

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

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

EC Group Inc dba Dennis & Leen dba Formations
8720 Melrose Ave
West Hollywood, CA 90069
Certified Mail Tracking Number: 9414 8112 0620 5498 2727 17

Richard Hallberg, Agent for Service
EC Group Inc dba Dennis & Leen dba Formations
8720 Melrose Ave
West Hollywood, CA 90069
Certified Mail Tracking Number: 9414 8112 0620 5498 2777 98

**Re: Labor Code § 2698, *et seq.* Penalties – PAGA Notice Letter to the LWDA
*Aguilar v. EC Group Inc dba Dennis & Leen dba Formations, et al.***

Gentlepersons:

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

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.* (“the Act”). Plaintiff would like to bring a representative action, pursuant to the Act, on behalf of herself and all other similarly situated Aggrieved Employees, and the State of California, against Defendants, EC Group Inc dba Dennis & Leen dba Formations; and DOES 1 through 50 inclusive (all defendants being referred to herein collectively as “Defendants”).

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



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

Relevant Facts

Aggrieved Employees were employed by Defendants as non-exempt employees within the state of California within the statutory time period who suffer or suffered from the same wage and hour violations outlined below. Defendants had a common policy and/or practice of failing to pay Aggrieved Employees minimum wages for all hours worked.

Additionally, Aggrieved Employees were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically, Defendants had a uniform policy and practice of automatically deducting meal periods from timekeeping entries rather than recording the times meal periods were actually taken, and such deductions were done to the detriment of Aggrieved Employees in that the practice resulted in timekeeping records that did not account for all of the hours and minutes they actually worked. These inaccurate time entries were inputted into Defendants' payroll system from which wage statements and payroll checks were created. Thus, Aggrieved Employees were required to work hours, under the control of Defendants, without wages.

Because of the foregoing understatement of hours worked, Defendants also failed to pay Plaintiff and Aggrieved Employees proper overtime wages. Plaintiff and Aggrieved Employees consistently worked in excess of eight (8) hours a day, and/or forty (40) hours a week. However, Plaintiff and Aggrieved Employees were not paid overtime wages for hours worked in excess of 8 hours a day. Moreover, the uncompensated time, discussed above, was worked by Aggrieved Employees in excess of 8 hours a day and/or 40 hours a week, further entitling Aggrieved Employees overtime wages which they were consistently denied, all in violation of Labor Code and applicable Wage Orders.

Additionally, Defendants had a common policy and/or practice of denying Plaintiff and Aggrieved Employees proper meal periods. Specifically, Plaintiff and Aggrieved Employees were required to work through their meal periods which they were consistently denied. Furthermore, Defendants had a consistent policy and practice of automatically deducting meal periods from timekeeping entries rather than recording the times meal periods were actually taken, and such deductions were done to the detriment of Aggrieved Employees in that the practice resulted in timekeeping entries that did not account for all of the hours and minutes actually worked by Aggrieved Employees. Also, what meal periods Plaintiff and Aggrieved Employees did take, were consistently less than 30 minutes, taken well after their fifth consecutive hour of work, and were on-duty due to Defendants' policy and practice of interrupting meal breaks with work demands, all in violation of Labor Code and applicable Wage Orders. Similarly, when Aggrieved Employees were required to work in excess of ten (10) hours



a day, Defendants failed to provide a second meal compliant period, in violation of Labor Code and applicable Wage Orders.

Defendants have consistently failed to provide Plaintiff and Aggrieved Employees with paid rest breaks of not less than 10 minutes for every work period of 4 or more consecutive hours, as required by Labor Code. Specifically, Plaintiff and Aggrieved Employees were required to work through their rest breaks which they were continuously denied. What rest breaks were taken were on-duty due to Defendants' policy and practice of interrupting rest breaks with work demands.

Defendants consistently failed to issue accurate itemized wage statements in writing as required by Labor Code § 226(a). Specifically, the wage statements provided to Aggrieved Employees failed to list the rates of pay and hours worked at each rate of pay. The wage statements provided to Aggrieved Employees were confusing and required Aggrieved Employees to refer to outside sources to verify whether their pay was correct, potentially resulting in a miscalculation by the Aggrieved Employees. Moreover, the wage statements given to Aggrieved Employees failed to accurately account for unpaid wages, overtime, premium pay for deficiently provided meal periods and rest breaks, and total hours worked due to inaccurate time keeping policies including automatically deducting meal periods, as discussed above.

Moreover, Defendants failed to pay Plaintiff and Aggrieved Employees all wages owed at the time of their termination or within seventy-two (72) hours of their resignation as required by Labor Code §§ 201-203. Defendants also consistently failed to pay Aggrieved Employees all wages due on a semi-monthly basis.

Lastly, Defendants failed to maintain a reasonable temperature in their facilities and to take all feasible measures to reduce excessive heat and/or humidity in their facilities resulting in Aggrieved Employees working in unreasonably hot temperatures in violation of Wage Order 4, paragraph 15(A)-(B).

PAGA Claim Details, Legal Bases for Violations and Penalties:

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

Failure to Pay Minimum Wages

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

In California, employees must be paid at least the then applicable state minimum wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Paragraph 2(H) of the applicable



IWC Wage Orders defines “Hours Worked” as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Additionally, pursuant to Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

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

As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also, California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in the absence of a contractually agreed upon one. The underpayment of wages to Aggrieved Employees is and has been a direct consequence of Defendants’ unlawful compensation policies and practices, which applied uniformly to the Aggrieved Employees working at locations and work sites throughout California.

Defendants thus failed to pay Employees minimum wages they were owed, including by their consistent policy of failing to pay Employees for all hours worked. Specifically, Aggrieved Employees were not paid for the time that they worked, including as alleged above in connection with working during meal breaks and automatic deducting of meal periods resulting in inaccurate timekeeping entries that did not properly account for all minutes and hours worked by Aggrieved Employees. Thus, Plaintiff and Aggrieved Employees were required to work hours without wages. Additionally, Defendants did not pay Plaintiff and Aggrieved Employees at the applicable minimum wage for all hours worked. Defendants have the ability to pay minimum wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Plaintiff and Aggrieved Employees. In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other Aggrieved Employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to



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

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

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

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

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

When considered in combination with the other wage violations addressed above, Aggrieved Employees were not properly compensated, nor were they paid overtime and double time rates for hours worked in excess of eight hours or twelve hours in a given day, and/or forty hours in a given week. Defendants did not make available to Aggrieved Employees a reasonable protocol for correcting time records when Aggrieved Employees worked overtime hours or to fix



incorrect time entries or those that Defendants unlawfully under-recorded to the Aggrieved Employees' detriment. Defendants have also violated these provisions by requiring Plaintiff and other similarly situated Aggrieved Employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties.

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

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

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

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

On the occasions when Aggrieved Employees were provided with a meal period, it was often untimely or interrupted by having to respond to work demands or remain under Defendants' control due to Defendants' policy and practice of interrupting Aggrieved Employees' meal breaks, resulting in those meal breaks not being duty-free, in violation of the Labor Code and applicable Wage Orders. On shifts over ten hours, second meal periods were not provided. Defendants also failed to pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided. Specifically, Defendants had a uniform policy and practice of automatically deducting meal periods from timekeeping entries rather than recording the times meal periods were actually taken, and such deductions were done to the detriment of Aggrieved Employees in that it resulted in timekeeping entries that did not account for all of the hours and minutes actually worked by Aggrieved Employees. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as



provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

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

Rest-Break Liability Under Labor Code § 226.7 and Penalties

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours, as required under Labor Code § 226.7. Specifically, Defendants provided rest periods untimely or for shortened durations, and Defendants' policies and procedures required Aggrieved Employees to remain under Defendants' control during breaks by interrupting rest breaks and requiring Aggrieved Employees to respond to emergencies and other situations.

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

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

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

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

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements provided to Plaintiff



and Aggrieved Employees failed to list the rates of pay and hours worked at each rate of pay. The wage statements given to Aggrieved Employees, by Defendants, also failed to accurately account for wages, overtime, premium pay for deficiently provided meal periods and rest breaks, and reflected incorrect hours worked due to the automatic deducting of meal periods. The wage statements provided to Aggrieved Employees were confusing and required Aggrieved Employees to engage in discovery and refer to outside sources to verify whether their pay was correct and potentially resulting in a miscalculation by the Aggrieved Employees.

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

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

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

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

Defendants also required Aggrieved Employees to work hours off the clock for which they were not compensated, including during interrupted or otherwise on-duty meal and rest periods. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday. Therefore, when Aggrieved Employees received wage statements and pay checks, they did not compensate all hours worked on a timely basis, resulting in Defendants' systematic failure to pay all wages owed to Aggrieved Employees twice monthly in accordance



with the requirements of Labor Code § 204. Additionally, by not providing wage statements as required under section 204, Defendants systematically violated Labor Code § 204 and § 226.

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

In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties, interest, fees and costs pursuant to Labor Code §§ 201.3, 210, 218.5, 558, and 1194. In failing to pay Aggrieved Employees minimum wages and overtime, by unlawful rounding and off the clock work, by not providing proper meal and rest periods, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

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

Failure to Keep Records In Accordance With Labor Code § 1174

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

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage



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

Waiting Time Penalties Pursuant to Labor Code § 203

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

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

Unreasonable and Excessive Warehouse Temperatures

Under the IWC's Wage Order 4, paragraph 15(A), "[t]he temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed." During their employ with Defendants, Plaintiff and Aggrieved Employees worked in facilities with unreasonably excessive temperatures due to Defendants' failure to "take all feasible means to reduce such excessive heat" in violation of Wage Order 4, paragraph 15(A)-(B).

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

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

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

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



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

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

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

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

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



applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

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

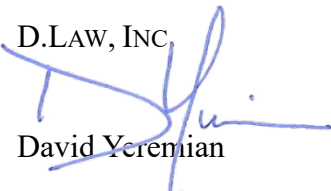
We have been constrained to initially move forward with the filing of this Complaint, alleging the causes of action discussed herein, without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case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

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

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

Regards,

D.LAW, INC.


David Yerehman

Cc: EC Group Inc dba Dennis & Leen dba Formations by Certified Mail

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Attorneys for Plaintiff JESSICA AGUILAR,
on behalf of herself and others similarly situated

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

JESSICA AGUILAR, on behalf of herself and
others similarly situated,

Plaintiff,

vs.

EC GROUP INC dba DENNIS & LEEN dba
FORMATIONS, a California corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.

CLASS ACTION

Assigned for All Purposes To:

Hon.

Dept.:

CLASS ACTION COMPLAINT FOR:

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

DEMAND FOR JURY TRIAL

1 Plaintiff JESSICA AGUILAR, (hereinafter “Plaintiff”) on behalf of herself and all others
2 similarly situated (collectively, “Employees”; individually, “Employee”) complains of
3 Defendants, and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of herself and all current and former
6 Employees within the State of California who, at any time four (4) years prior to the filing of this
7 lawsuit, are or were employed as non-exempt, hourly employees by Defendants EC GROUP INC
8 dba DENNIS & LEEN dba FORMATIONS, a California corporation; and DOES 1 through 50 (all
9 defendants being collectively referred to herein as “Defendants”). Plaintiff alleges that
10 Defendants, and each of them, violated various provisions of the California Labor Code, relevant
11 orders of the Industrial Welfare Commission (IWC) and California Business & Professions Code,
12 and seeks redress therefore.

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

24 3. Defendants required Plaintiff and the Employees in the Class to perform work
25 while remaining under Defendants’ control before and after being on the clock for their daily work
26 shift. Defendants further failed to accurately record time worked by Plaintiff and Employee Class
27 members by automatically deducting meal periods from timekeeping records to reflect scheduled
28 start and end times as opposed to actual hours worked. Defendants also had a uniform policy and

1 practice of not providing Employees rest breaks. Defendants thus failed to pay Plaintiff and the
2 Class members for all hours worked and provided them with inaccurate wage statements that
3 prevented Plaintiff and the Class from learning of these unlawful pay practices. Defendants also
4 failed to provide Plaintiff and the Class with lawful meal and rest periods, as employees were not
5 provided with the opportunity to take timely, uninterrupted, and duty-free meal and rest periods as
6 required by the Labor Code.

7 **THE PARTIES**

8 **A. The Plaintiff**

9 4. Plaintiff JESSICA AGUILAR has resided in California and during the time period
10 relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within
11 the State of California.

12 **B. The Defendants**

13 5. Defendant EC GROUP INC dba DENNIS & LEEN dba FORMATIONS is a
14 California corporation with its principle executive offices in West Hollywood, California and has
15 been listed as the employer on Plaintiff's paystubs during the relevant time period. EC GROUP
16 INC dba DENNIS & LEEN dba FORMATION lists a California address in West Hollywood with
17 the California Secretary of State, and employs Plaintiff and the Class members at Defendants'
18 offices and facilities in Torrance, California, and throughout California and conducts business
19 throughout California.

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

28 7. Plaintiff is informed and believes and thereon alleges that each Defendant acted in

1 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
2 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
3 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
4 all respects as the employers or joint employers of Employees. Defendants, and each of them,
5 exercised control over the wages, hours or working conditions of Employees, or suffered or
6 permitted Employees to work, or engaged, thereby creating a common law employment
7 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
8 employed Employees.

9 **JURISDICTION AND VENUE**

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

19 **FACTUAL BACKGROUND**

20 9. The Employees who comprise the Class and Collective, including Plaintiff, are
21 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
22 Employees who work in nonexempt positions at the direction of Defendants in the State of
23 California. Plaintiff and the Class members were either not paid by Defendants for all hours
24 worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically,
25 Defendants had a uniform policy and practice of automatically deducting meal periods from
26 timekeeping entries rather than recording the times meal periods were actually taken, and such
27 deductions were done to the detriment of Plaintiff and Class members in that the practice resulted
28 in timekeeping records that did not account for all of the hours and minutes they actually worked.

1 These inaccurate time entries were inputted into Defendants' payroll system from which wage
2 statements and payroll checks were created. Plaintiff also contends that Defendants failed to pay
3 Plaintiff and the Class members all wages due and owing, failed to provide meal and rest breaks,
4 and failed to furnish accurate wage statements, all in violation of various provisions of the
5 California Labor Code and applicable Wage Orders.

6 10. During the course of Plaintiff and the Class members' employment with
7 Defendants, they were not paid all wages they were owed, including for all work performed and
8 for all overtime hours worked and were forced to work during their meal and rest breaks.
9 Defendants also failed to maintain timekeeping records for Plaintiff that would permit her to
10 discover the nature and extent of Defendants' unlawful timekeeping policies.

11 11. As a matter of uniform Company policy, Plaintiff and the Class members were
12 required to work during their meal and rest breaks which were not compensated by Defendants in
13 violation of the California Labor Code. Plaintiff and the Class members were also not paid
14 regular wages and overtime for the time they were required to comply with other requirements
15 imposed upon them, which they had to complete while working through their meal and rest
16 breaks and without compensation. As a result, Plaintiff and the Class members worked shifts over
17 eight (8) hours in a day and over forty (40) hours in a work week, but they were not paid at the
18 appropriate overtime rate for all such hours, including by being required to perform work duties
19 and tasks without pay and while off-the-clock, and due to Defendants' unlawful timekeeping
20 policies. As a result, Plaintiff and the Class members worked substantial overtime hours during
21 their employment with Defendants for which they were not compensated, in violation of the
22 California Labor Code, applicable IWC Wage Orders.

23 12. As a result of the above described unlawful timekeeping policies, the daily work
24 demands and pressures to work through breaks, and the other wage violations they endured at
25 Defendants' hands, Plaintiff and the Class members were not properly paid for all wages earned
26 and for all wages owed to them by Defendants, including when working more than eight (8) hours
27 in any given day and/or more than forty (40) hours in any given week. As a result of Defendants'
28 unlawful policies and practices, Plaintiff and Class members incurred overtime hours worked for

1 which they were not adequately and completely compensated. To the extent applicable,
2 Defendants also failed to pay Plaintiff and the Class members at an overtime rate of 1.5 times the
3 regular rate for the first eight hours of the seventh consecutive work day in a week and overtime
4 payments at the rate of 2 times the regular rate for hours worked over eight (8) on the seventh
5 consecutive work day, as required under the Labor Code, applicable IWC Wage Orders.

6 13. Therefore, from at least four (4) years prior to the filing of this lawsuit and
7 continuing to the present, Defendants had a consistent policy or practice of failing to pay
8 Employees for all hours worked and failing to pay minimum wage for all time worked as required
9 by California Law.

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

16 15. Additionally from at least four (4) years prior to the filing of this lawsuit and
17 continuing to the present, Defendants have regularly required Employees to work shifts in excess
18 of five (5) hours without providing them with uninterrupted meal periods of not less than thirty
19 (30) minutes and shifts in excess of ten (10) hours without providing them with second meal
20 periods of not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one
21 hour of wages at each Employee’s effective regular rate of pay, for each meal period that
22 Defendants failed to provide or deficiently provided.

23 16. From at least four (4) years prior to the filing of this lawsuit and continuing to the
24 present, Defendants have consistently failed to provide Employees with paid rest breaks of not less
25 than ten (10) minutes for every work period of four (4) or more consecutive hours; nor did
26 Defendant pay Employees premium pay for each day on which requisite rest breaks were not
27 provided or were deficiently provided at one hour of wages at each Employee’s effective regular
28 rate of pay, for each rest period that Defendants failed to provide or deficiently provided.

1 17. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
2 continuing to the present, Defendants have consistently failed to provide Employees with timely,
3 accurate, and itemized wage statements as required by California wage-and-hour laws.
4 Specifically, the wage statements given to Employees by Defendants failed to accurately account
5 for wages, overtime, and premium pay for deficient meal periods and rest breaks all of which
6 Defendants knew or reasonably should have known were owed to Employees, as alleged
7 hereinabove. The wage statements provided to Employees were confusing and required
8 Employees to engage in discovery and refer to outside sources to verify whether their pay was
9 correct, potentially resulting in a miscalculation by the Employees.

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

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

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

20 21. Additionally, from at least four (4) years prior to filing this lawsuit and continuing
21 to the present,, Plaintiff and Employees worked in facilities with unreasonably excessive
22 temperatures.

23 22. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
24 Code §§ 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12,
25 1185, 1194, 1194.2 1197, and 1199.

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

CLASS ALLEGATIONS

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

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

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

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

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

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

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

f. Subclass 6. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

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

1 h. Subclass 8. UCL Subclass. All Class members who are owed restitution as a
2 result of Defendants' business acts and practices, to the extent such acts and practices are found to
3 be unlawful, deceptive, and/or unfair.

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

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

10 **A. Numerosity**

11 28. The potential members of the class as defined are so numerous that joinder of all
12 the member of the class is impracticable. While the precise number of class members has not been
13 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
14 time period relevant to this lawsuit, employed more than 100 individuals within the State of
15 California.

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

19 **B. Commonality**

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

- 23 a. Whether Defendants failed to pay Employees minimum wages;
- 24 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 25 c. Whether Defendants failed to pay Employees overtime as required under Labor
26 Code § 510;
- 27 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
28 IWC Wage Orders, by failing to provide Employees with requisite meal periods or

premium pay in lieu thereof;

- e. Whether Defendants violated Labor Code § 226.7, and the applicable IWC Wage Orders, by failing to provide Employees with requisite rest breaks or premium pay in lieu thereof;
- f. Whether Defendants violated Labor Code § 226(a);
- g. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- h. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- i. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- j. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

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

D. Adequacy of Representation

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

E. Superiority of Class Action

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

34. Class action treatment will allow those persons similarly situated to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system.

1 Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

2 **FIRST CAUSE OF ACTION**

3 **FAILURE TO PAY MINIMUM WAGES**

4 **(Against All Defendants)**

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

7 36. Defendants failed to pay Employees minimum wages for all hours worked.
8 Defendants had a consistent policy of misstating Employees time records and failing to pay
9 Employees for all hours worked. Employees would work hours and not receive wages, including
10 as alleged above in connection with working during meal breaks and automatic deducting of
11 meal periods resulting in inaccurate timekeeping entries. Additionally, Defendants had a
12 consistent policy of failing to pay Employees for hours worked during alleged meal periods for
13 which Employees were consistently denied, as also addressed herein. Defendants have also
14 intentionally and improperly rounded, changed, adjusted, and/or modified Employee hours, while
15 benefiting Defendants. Defendants thus regularly failed to pay minimum wages to Plaintiff and
16 Class members, including by unlawful timekeeping policies that did not properly account for all
17 minutes and hours worked by Employees. Moreover, Defendants did not pay Plaintiff and
18 Employees at the applicable minimum wage for all hours worked. Defendants' uniform pattern of
19 unlawful wage and hour practices manifested, without limitation, applicable to the Class as a
20 whole, as a result of implementing a uniform policy and practice that denied accurate
21 compensation to Plaintiff and the other members of the Class as to minimum wage pay.

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

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

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

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

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

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

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

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

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

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

24 **SECOND CAUSE OF ACTION**

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

26 **(Against All Defendants)**

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

 45. By their conduct, as set forth herein, Defendants violated California Labor Code §
510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
(a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked

1 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
2 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
3 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
4 paying Employees wages for all hours worked including as alleged above in connection with
5 denying Employees meal periods and automatically deducting meal periods from timekeeping
6 entries resulting in inaccurate timekeeping records. Employees regularly worked over 8 hours on
7 a given day without receiving overtime compensation.

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

14 47. Employees have been damaged by these violations of California Labor Code §§
15 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

16 48. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
17 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for
18 the full amount of all their unpaid wages and overtime compensation, with interest, plus their
19 reasonable attorneys' fees and costs.

20 **THIRD CAUSE OF ACTION**

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

22 **(Against All Defendants)**

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

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

1 meal period of not less than thirty (30) minutes.

2 51. Defendants failed to provide Employees with meal periods as required under the
3 Labor Code. Employees were consistently required to work through their meal periods which they
4 were consistently denied. Employees were also required to take meal periods after working well
5 beyond the fifth (5) hour of their shifts. In addition, Defendants had a policy and practice of
6 automatically deducting meal periods from timekeeping entries, and such deductions were done to
7 the detriment of Plaintiff and Class members in that it resulted in timekeeping records that did not
8 account for all of the hours and minutes they actually worked. What meal periods were provided
9 were also not duty-free due to Defendants' practice of interrupting Employees' meal breaks.
10 Furthermore, Employees were regularly required to work for more than 10 hours in a given shift
11 without receiving a second uninterrupted thirty (30) minute meal period as required by law.

12 52. Moreover, Defendants failed to compensate Employees for each meal period not
13 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
14 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
15 employee a meal period in accordance with this section, the employer shall pay the employee one
16 hour of pay at the employee's regular rate of compensation for each workday that the meal period
17 is not provided. Defendants failed to compensate the Employees in the Class for each meal period
18 not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11
19 and 20 of the applicable IWC Wage Order. Additionally, as detailed above, when Defendants did
20 pay meal period premiums, they did so at the normal regular rate of pay without factoring in all
21 forms or remuneration/compensation or by otherwise incorrectly calculating the regular rate.

22 53. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
23 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal
24 period not provided or deficiently provided, a sum to be proven at trial.

25 **FOURTH CAUSE OF ACTION**

26 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

27 **(Against All Defendants)**

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

1 full herein.

2 55. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the
3 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of
4 not less than ten (10) minutes for each consecutive four (4) hour shift.

5 56. Defendants failed to provide Employees with timely rest breaks of not less than ten
6 (10) minutes for each consecutive four (4) hour shift. What rest breaks were provided were also
7 not duty-free due to Defendants' policy and practice interrupting rest breaks and requiring
8 Employees to respond to emergencies and other situations.

9 57. Moreover, Defendants failed to compensate Employees for each rest period not
10 provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC
11 Wage Orders, which provide that, if an employer fails to provide an employee a rest period in
12 accordance with this section, the employer shall pay the employee one hour of pay at the
13 employee's regular rate of compensation for each workday that the rest period is not provided.
14 Defendants failed to compensate the Employees in the Class for each rest period not provided or
15 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage
16 Order. Additionally, as detailed above, when Defendants did pay rest period premiums, they did
17 so at the normal regular rate of pay without factoring in all forms or remuneration/compensation
18 or by otherwise incorrectly calculating the regular rate.

19 58. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
20 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
21 worked without the required rest breaks, a sum to be proven at trial.

22 **FIFTH CAUSE OF ACTION**

23 **VIOLATION OF LABOR CODE § 226(a)**

24 **(Against All Defendants)**

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

27 60. California Labor Code § 226(a) requires an employer to furnish each of his or her
28 employees with an accurate, itemized statement in writing showing the gross and net earnings,

1 total hours worked, and the corresponding number of hours worked at each hourly rate; these
2 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
3 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
4 statements may be given to the employee separately from the payment of wages; in either case the
5 employer must give the employee these statements twice a month or each time wages are paid.

6 61. Defendants failed to provide Employees with accurate itemized wage statements in
7 writing, as required by the Labor Code. Specifically, the wage statements provided to Plaintiff and
8 Class members failed to list the rates of pay and hours worked at each rate of pay. The wage
9 statements given to Employees, by Defendants, also failed to accurately account for wages,
10 overtime, and premium pay for deficient meal periods and rest breaks, and reflected incorrect
11 hours worked due to the automatic deducting of meal periods, all of which Defendants knew or
12 reasonably should have known were owed to Employees, as alleged hereinabove. The wage
13 statements provided to Employees were confusing and required Employees to engage in discovery
14 and refer to outside sources to verify whether their pay was correct, potentially resulting in a
15 miscalculation by the Employees.

16 62. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
17 Employees suffered injuries, including among other things confusion over whether they received
18 all wages owed them, the difficulty and expense involved in reconstructing pay records, and
19 forcing them to make mathematical computations to analyze whether the wages paid in fact
20 compensated them correctly for all hours worked.

21 63. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
22 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
23 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
24 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
25 award of costs and reasonable attorneys' fees.

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

1 employee for each pay period.

2 65. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and
3 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be
4 shown according to proof.

5 **SIXTH CAUSE OF ACTION**

6 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE § 1174**
7 **AND 1174.5**

8 **(Against All Defendants)**

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

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

15 68. During the course of Plaintiff's and Employees' employment, Defendants
16 consistently failed to maintain accurate time and wage records for Plaintiff and Employees as
17 required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages,
18 overtime, and premium pay as discussed above.

19 69. Accordingly, Defendants are liable for civil penalties pursuant to the California
20 Labor Code § 1174.5. for the three (3) years prior to the filing of this Complaint.

21 **SEVENTH CAUSE OF ACTION**

22 **VIOLATION OF LABOR CODE § 203**

23 **(Against All Defendants)**

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

26 71. Numerous Employees are no longer employed by Defendants; they either quit
27 Defendants' employ or were fired therefrom.

28 72. Defendants failed to pay these Employees all wages due and certain at the time of

1 termination or within seventy-two (72) hours of resignation.

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

4 74. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
5 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
6 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
7 to thirty (30) days from the date they were due.

8 **EIGHTH CAUSE OF ACTION**

9 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

10 **(Against All Defendants)**

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

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

18 77. Plaintiff is a "person" within the meaning of Business & Professions Code
19 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
20 relief, restitution, and other appropriate equitable relief.

21 78. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
22 business practices.

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

1 labor standards.

2 80. Defendants have violated statutes and public policies. Through the conduct alleged
3 in this Complaint, Defendants have acted contrary to these public policies, have violated specific
4 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
5 violation of Business & Professions Code § 17200 *et seq.* Defendants' conduct has deprived
6 Plaintiff, and all persons similarly situated, and all interested persons, of the rights, benefits, and
7 privileges guaranteed to all employees under the law.

8 81. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
9 violation of the Business & Professions Code § 17200 *et seq.*

10 82. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
11 overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable
12 care should have known that their conduct was unlawful; therefore their conduct violates the
13 Business & Professions Code § 17200 *et seq.*

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

16 84. Unless restrained by this Court, Defendants will continue to engage in such
17 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
18 should make such orders or judgments, including the appointment of a receiver, as may be
19 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
20 deceptive practice prohibited by the Business & Professions Code, including but not limited to the
21 disgorgement of such profits as may be necessary to restore Employees to the money Defendants
22 have unlawfully failed to pay.

23 **RELIEF REQUESTED**

24 WHEREFORE, Plaintiff prays for the following relief:

- 25 1. For an order certifying this action as a class action;
- 26 2. For compensatory damages in the amount of the unpaid minimum wages for work
27 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
28 the filing of this action, as may be proven;

1 3. For liquidated damages in the amount equal to the unpaid minimum wage and
2 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;

3 4. For compensatory damages in the amount of the hourly wage made by Employees
4 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
5 years prior to the filing of this action, as may be proven;

6 5. For compensatory damages in the amount of the hourly wage made by Employees
7 for each day requisite rest breaks were not provided or were deficiently provided and where no
8 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
9 be proven;

10 6. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;

11 7. For penalties pursuant to Labor Code § 226.3, as may be proven;

12 8. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
13 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

14 9. For penalties pursuant to Labor Code § 1174.5, as may be proven;

15 10. For restitution for unfair competition pursuant to Business & Professions Code
16 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

17 11. For an order enjoining Defendants and their agents, servants, and employees, and
18 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
19 duties adumbrated in this Complaint;

20 12. For all general, special, and incidental damages as may be proven;

21 13. For an award of pre-judgment and post-judgment interest;

22 14. For an award providing for the payment of the costs of this suit;

23 15. For an award of attorneys' fees; and

24 16. For such other and further relief as this Court may deem proper and just.

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1 DATED: October 4, 2024

D.LAW, INC.

2
3 By



David Yermian
Roman Shkodnik
Mason Doidge
Attorneys for Plaintiff
JESSICA AGUILAR
and the putative class

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DEMAND FOR JURY TRIAL

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

DATED: October 4, 2024

D.LAW, INC.

By



David Yermian
Roman Shkodnik
Mason Doidge
Attorneys for Plaintiff
JESSICA AGUILAR
and the putative class

EXHIBIT 3