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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF SAN JOAQUIN

14 ALEXIS GARRIDO, an individual, BERNICE
15 CARRILLO, an individual, on behalf of
themselves and others similarly situated,

16 Plaintiffs,

17 v.

18 LOWE'S HOME CENTERS, LLC., a North
19 Carolina limited liability company; and DOES
1 through 50, inclusive,

20 Defendant.

Case No. STK-CV-UOE-2023-7780

**CLASS AND REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT AND RELEASE**

Complaint Filed: December 19, 2023
Trial Date: None Set

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1 This Class and Representative Action Settlement Agreement and Release (“Settlement” or
2 “Agreement”) is made and entered into by and between Defendant Lowe’s Home Centers, LLC
3 (“Defendant”) and Plaintiffs Alexis Garrido and Bernice Carrillo (collectively, “Plaintiffs” and with
4 Defendant, the “Parties”), as individuals and on behalf of the class, the State of California, and the
5 allegedly aggrieved employees.

6 **1. DEFINITIONS**

7 For purposes of this Agreement only, the following terms shall be defined as set forth below:

8 1.1 “**Actions**” means all operative and the most recent complaints filed in the following
9 cases:

10 1.1.1 *Alexis Garrido v. Lowe’s Home Centers, LLC, et al.*, San Joaquin Case No. STK-
11 CV-UOE-2023-7780, later removed to federal court as USDC E.D. Cal. Case No.
12 2:23-CV-01961-DAD-SCR (the “**Garrido Class Action**”);

13 1.1.2 *Alexis Garrido v. Lowe’s Home Centers, LLC, et al.*, San Joaquin Case No. STK-
14 CV-UOE-2023-13801 (the “**Garrido PAGA Action**”); and

15 1.1.3 *Bernice Carrillo v. Lowe’s Home Centers, LLC, et al.*, San Joaquin Case No.
16 STK-CV-UOE-2024-2346, later removed to federal court as USDC E.D. Cal. Case No. 2:24-cv-01215-
17 DAD-SCR (the “**Carrillo Class Action**”)

18 1.2 “**Aggrieved Employees**” means all current and former hourly-paid or non-exempt
19 employees who worked for Defendant in the Supply Chain organization within the State of California at
20 any time during the PAGA Period.

21 1.3 “**Agreement**” refers to this Class and Representative Action Settlement Agreement and
22 Release entered into by Plaintiffs and Defendant for the resolution of the Actions.

23 1.4 “**Class Counsel**” refers to Emil Davtyan, Alvin B. Lindsay, and William Tran of D.Law,
24 Inc.; David Yeremian of David Yeremian & Associates, Inc.; Isam C. Khoury, Michael D. Singer, and
25 Maggie K. Realin of Cohelan Khoury & Singer; David R. Markham, and Lisa R. Brevard of The
26 Markham Law Firm; and Walter L. Haines of United Employees Law Group.

27 1.5 “**Class Counsel Fees and Costs**” means payment to Class Counsel from the Gross
28 Settlement Amount and approved by the State Court for recoverable attorneys’ fees and reimbursement

1 of litigation costs and expenses related to the Actions, which include reasonable fees, costs, expenses
2 incurred to date, as well as all such reasonable fees, costs, and expenses incurred in documenting the
3 Settlement, securing approval of the Settlement, and administering and obtaining a judgment and/or
4 dismissal of the Actions, not to exceed \$35,000. Subject to the State Court's approval, it is agreed by the
5 Parties that the Class Counsel Fees are not to exceed one-third (1/3) of the Gross Settlement Amount of
6 \$4,200,000.00 (or \$1,400,000.00), as supported by declaration and any additional documentation or
7 information as required by the State Court. Defendant agrees not to contest the amount of Class Counsel
8 Fees and Costs, provided that they are consistent with the terms of this Agreement. The Class Counsel
9 Fees and Costs are not a material term of the Agreement. If the Court reduces the amount of Class
10 Counsel Fees and Costs, all other terms of this Agreement shall remain in effect.

11 1.6 **“Class Members”** refers to all current and former hourly-paid or non-exempt employees
12 who worked for Defendant in the Supply Chain organization within the State of California during the
13 Class Period.

14 1.7 **“Class Payment(s)”** means each Participating Class Member's respective share of the
15 Net Settlement Amount.

16 1.8 **“Class Period”** means the time period from July 25, 2019 through August 24, 2025.
17 Plaintiffs acknowledge that July 25, 2019 is the first date on which Plaintiff Alexis Garrido may assert
18 any claim in the *Garrido* Class Action under the applicable statute of limitations.

19 1.9 **“Courts”** refers to the federal courts and the state courts overseeing the Actions.

20 1.10 **“Class List”** means a complete list of all Class Members that Defendant will diligently
21 and in good faith compile from its records and provide to the Settlement Administrator within
22 15 calendar days after Preliminary Approval of this Settlement by the State Court. The Class List will be
23 formatted in Microsoft Office Excel and will include each individual's full name, last known mailing
24 address and telephone number (if available), Social Security number, number of Workweeks, and all
25 necessary information to prepare and calculate the Class Payments. For purposes of this Agreement, the
26 Class List in Defendant's records shall be considered the official information to be used for this
27 Settlement.

28 1.11 **“Defense Counsel”** refers to Jonathan L. Brophy, Romtin Parvaresh, and Francesca L.

1 Hunter of Seyfarth Shaw LLP.

2 1.12 **“Effective Date”** means the date upon which all of the following have occurred: (i) the
3 State Court has granted final approval of the Settlement and entered judgment thereof; and (ii) the State
4 Court’s judgment approving the Settlement becomes Final. “Final” shall mean the latest of: (i) if there is
5 an appeal of the State Court’s Judgment, the date on which the Judgment is affirmed on appeal, the date
6 of dismissal of such appeal, or the expiration of the time to file a petition for review to the California
7 Supreme Court, or (ii) if a petition for review with the California Supreme Court is filed, the date of
8 denial of the petition for review, or the date the Judgment is affirmed pursuant to such petition; or (iii) if
9 no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.

10 1.13 **“Enhancement Awards”** means the amounts to be paid to Plaintiffs in recognition of
11 their effort and work in prosecuting the Actions as class representatives on behalf of Class Members, and
12 for their general release of claims. Subject to the State Court’s approval, the Enhancement Awards shall
13 not exceed \$15,000.00 for Plaintiff Alexis Garrido and \$10,000.00 to Plaintiff Bernice Carrillo, for a
14 combined amount of \$25,000.00.

15 1.14 **“Federal Court”** refers to the United States District Court for the Eastern District of
16 California.

17 1.15 **“Final Approval Hearing”** refers to the hearing at which the State Court will make a
18 final determination whether the terms of the Agreement are fair, reasonable, and adequate and meet all
19 applicable requirements for final approval.

20 1.16 **“Gross Settlement Amount”** means the amount that is allocated towards the resolution
21 of the Actions, in an amount not to exceed \$4,200,000.00. The Gross Settlement Amount shall be
22 inclusive of (i) Class Counsel Fees and Costs; (ii) Enhancement Awards; (iii) PAGA Payment;
23 (iv) Settlement Administration Costs, and (iv) Net Settlement Amount. The Gross Settlement Amount
24 does not include the employer’s share of the payroll taxes on the wages portion of Class Payments. The
25 Gross Settlement Amount is a material term of the Agreement and shall not be increased for any reason,
26 except at Defendant’s sole discretion pursuant to the Escalator Clause (Section 4.2 below) contained
27 herein. If the State Court requires an increase to the Gross Settlement Amount, Defendant shall have the
28 right to void the Agreement.

1 1.17 “**LWDA**” refers to the California Labor and Workforce Development Agency.

2 1.18 “**Net Settlement Amount**” means the portion of the Gross Settlement Amount remaining
3 after deducting (i) the Class Counsel Fees and Costs, (ii) the Enhancement Awards, (iii) the PAGA
4 Payment, and (iv) the Settlement Administration Costs, as approved by the State Court. The entire Net
5 Settlement Amount shall be distributed to the Participating Class Members.

6 1.19 “**Notice**” refers to the document substantially in the form attached as Exhibit A, which
7 will be distributed to all Class Members. The Notice will explain the terms of the Agreement, including
8 (i) information regarding the nature of the Actions; (ii) a summary of the principal terms of the
9 Agreement; (iii) the Class Member definition; (iv) the total number of Workweeks each respective Class
10 Member worked for Defendant during the Class Period; (v) the estimated Class Payment (if applicable)
11 from the Net Settlement Amount to each Class Member; (vi) the formula for calculating the settlement
12 payments; (vii) instructions on how to submit Requests for Exclusion, Notices of Objection, and
13 Workweeks disputes; (viii) the Response Deadline; and (ix) the claims to be released under the Released
14 Class Claims. The Notice will be printed in English only, because Class Members can speak, write, and
15 understand English.

16 1.20 “**PAGA**” refers to the California Private Attorneys General Act of 2004, Cal. Lab. Code
17 §§ 2699, *et seq.*

18 1.21 “**PAGA List**” means a complete list of all Aggrieved Employees that Defendant will
19 diligently and in good faith compile from its records and provide to the Settlement Administrator within
20 15 calendar days after Preliminary Approval of this Settlement by the State Court. The PAGA List will
21 be formatted in Microsoft Office Excel and will include each individual’s full name, last known mailing
22 address and telephone number (if available), Social Security number, number of Pay Periods, and all
23 necessary information to prepare and calculate the portion of the PAGA Payment allocated to Aggrieved
24 Employees. For purposes of this Agreement, the PAGA List in Defendant’s records shall be considered
25 the official information to be used for this Settlement.

26 1.22 “**PAGA Payment**” shall be \$200,000.00 as civil penalties, to be paid from the Gross
27 Settlement Amount. The PAGA Payment shall be allocated as follows: 75% of the PAGA Payment will
28 be paid to the LWDA, and 25% of the PAGA Payment will be paid to the Aggrieved Employees

1 pursuant to a formula based on the number of Pay Periods worked during the PAGA Period.

2 1.23 **“PAGA Period”** shall mean the time period from October 15, 2022 through August 24,
3 2025.

4 1.24 **“Pay Periods”** refers to the number of bi-weekly pay periods worked by the Aggrieved
5 Employees during the PAGA Period. Defendant’s employment records will be determinative for
6 purposes of calculating the Pay Periods and any payments under the Settlement. If an individual worked
7 during any day of the Pay Period, the Pay Period shall be included in their pro rata share of the PAGA
8 Payment allocated to Aggrieved Employees.

9 1.25 **“Participating Class Members”** are all Class Members who do not submit a timely and
10 valid Request for Exclusion.

11 1.26 **“Released Class Claims”** shall mean any and all claims, rights, demands, liabilities and
12 causes of action, whether known or unknown, that were asserted or that could have been asserted based
13 on the facts alleged in the operative complaints in the Actions during the Class Period, including but not
14 limited to, all claims under California Labor Code §§ 200-204, 206.5, 210, 218, 218.5, 218.6, 221,
15 222.5, 226, 226.3, 226.4, 226.7, 246, 248.1, 248.2, 248.5, 510, 511, 512, 516, 558, 558.1, 1174, 1174.5,
16 1182.12, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2100 et seq., 2926,
17 2927, 6423 et seq., any applicable California Industrial Welfare Commission Wage Order, California
18 Code of Regulations, tit. 8, § 11000 *et seq.* (including but not limited to § 11070), the California Unfair
19 Competition Law, California Business & Professions Code §§ 17200, *et seq.*, and any remedies for any
20 of the claims described herein, including, damages, penalties, restitution, declaratory relief, equitable or
21 injunctive relief, interest, attorneys’ fees and costs.

22 1.27 **“Released PAGA Claims”** shall mean any and all PAGA claims for civil penalties,
23 whether known or unknown, that were asserted or that could have been asserted based on the facts
24 alleged in the operative complaints in the Actions during the PAGA Period, including but not limited to
25 PAGA claims premised upon violation of California Labor Code §§ 200-204, 206.5, 210, 218, 218.5,
26 218.6, 221, 222.5, 226, 226.3, 226.4, 226.7, 246, 248.1, 248.2, 248.5, 510, 511, 512, 516, 558, 558.1,
27 1174, 1174.5, 1182.12, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2100 et
28 seq., 2926, 2927, 6423 et seq., any applicable California Industrial Welfare Commission Wage Order,

1 California Code of Regulations, tit. 8, § 11000 *et seq.* (including but not limited to § 11070), and PAGA
2 claims premised upon violations that are otherwise covered by the Released Class Claims. The Released
3 PAGA Claims shall be released by Plaintiffs, the State of California (including the LWDA), and all
4 Aggrieved Employees, without any option to submit any Request for Exclusion.

5 1.28 **“Released Parties”** shall mean Defendant, any of its current, former, and future parents,
6 successors, predecessors, affiliates, subsidiaries or related entities, and any of their current, former, and
7 future officers, directors, members, shareholders, managers, human resources representatives,
8 employees, agents, contractors, insurance carriers, representatives, or attorneys.

9 1.29 **“Response Deadline”** means the deadline by which Class Members must postmark to the
10 Settlement Administrator the Requests for Exclusion, Notices of Objection, and/or Workweeks disputes.
11 The Response Deadline will be 45 calendar days from the initial mailing of the Notice by the Settlement
12 Administrator, unless the 45th calendar day falls on a Sunday or a legal holiday, in which case the
13 Response Deadline will be extended to the next day on which the U.S. Postal Service is open. Those
14 Class Members who receive a re-mailed Notice, whether by skip-trace or otherwise, will have an
15 additional 14 calendar days to submit Requests for Exclusion, Notices of Objection, and/or Workweeks
16 disputes.

17 1.30 **“Settlement Administrator”** refers to Apex Class Action Administration.

18 1.31 **“Settlement Administration Costs”** refers to the costs payable from the Gross
19 Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not
20 limited to, printing, distributing, and tracking documents for this Agreement, tax reporting, distributing
21 the Gross Settlement Amount, and providing necessary reports and declarations, as requested by the
22 Parties. The Settlement Administration Costs are currently estimated to be \$19,000.

23 1.32 **“State Court”** refers to the Superior Court of the State of California for the County of
24 San Joaquin.

25 1.33 **“Workweeks”** refers to the number of weeks worked by the Class Members during the
26 Class Period. Defendant’s employment records will be determinative for purposes of calculating the
27 Workweeks and any payments under the Settlement. If an individual worked during any day of the
28 Workweek, the Workweek shall be included in their pro rata share of the Net Settlement Amount.

1 **2. RECITALS**

2 **2.1 The *Garrido* Class Action.**

3 2.1.1 On July 25, 2023, Plaintiff Alexis Garrido commenced the *Garrido* Class Action
4 by filing a Class Action Complaint in State Court. The Complaint asserts the following 10 causes of
5 action for violation of the California Labor Code and California Business and Professions Code:
6 (1) “Failure to Pay Minimum Wages”; (2) “Failure to Pay Wages and Overtime Under Labor Code
7 § 510”; (3) “Meal Period Liability Under Labor Code § 226.7”; (4) “Rest-Break Liability Under Labor
8 Code § 226.7”; (5) “Violation of Labor Code § 226” [non-compliant wage statements]; (6) “Violation of
9 Labor Code § 221” [unlawful withholdings]; (7) “Violation of Labor Code § 204” [failure to timely pay
10 wages during employment]; (8) “Violation of Labor Code § 203” [waiting-time penalties for failure to
11 timely pay wages at end of employment]; (9) “Failure to Maintain Records Required Under Labor Code
12 § 1174, 1174.5”; and (10) “Violation of Business and Professions Code § 17200 et. seq.”

13 2.1.2 On September 12, 2023, Defendant filed a Notice of Removal in Federal Court,
14 thereby removing the *Garrido* Class Action to Federal Court.

15 2.1.3 On January 8, 2024, the Federal Court set a trial date of October 6, 2025 in the
16 *Garrido* Class Action.

17 **2.2 The *Garrido* PAGA Action.** On December 19, 2024, Plaintiff Alexis Garrido
18 commenced the *Garrido* PAGA Action by filing a representative action complaint in State Court. The
19 Complaint asserts nine causes of action for civil penalties under PAGA based on the following alleged
20 wage-and-hour violations: (1) “Failure to Pay Minimum Wages”; (2) “Failure to Pay Wages and
21 Overtime Under Labor Code § 510”; (3) “Meal Period Liability Under Labor Code § 226.7”; (4) “Rest-
22 Break Liability Under Labor Code § 226.7”; (5) “Violation of Labor Code §§ 226(a) and 1174” [non-
23 compliant wage statements and failure to maintain accurate records]; (6) “Violation of Labor Code §
24 221” [unlawful withholdings]; (7) “Violation of Labor Code § 204” [failure to timely pay wages during
25 employment]; (8) “Violation of Labor Code §§ 201, 202, 203” [waiting-time penalties for failure to
26 timely pay wages at end of employment]; and (9) “Violation of Labor Code §§ 246, 248.1, 248.2, 248.5”
27 [failure to pay sick leave]. On June 28, 2024, Defendant filed a Motion To Stay in State Court, which
28 sought to stay the *Garrido* PAGA Action in State Court pending the resolution of the *Garrido* Class

1 Action.

2 2.2.2 On July 26, 2024, the State Court granted Defendant’s Motion To Stay and stayed
3 the *Garrido* PAGA Action pending resolution of the *Garrido* Class Action.

4 2.3 **The Carrillo Class Action.**

5 2.3.1 On February 26, 2024, Plaintiff Bernice Carrillo commenced the *Carrillo* Class
6 Action by filing a Class Action Complaint in State Court.

7 2.3.2 On April 26, 2024, Defendant filed a Notice of Removal in Federal Court, thereby
8 removing the *Carrillo* Class Action to Federal Court.

9 2.3.3 On August 19, 2024, Plaintiff Berenice Carrillo filed a First Amended Complaint
10 in Federal Court. The First Complaint asserts the following six causes of action for violation of the
11 California Labor Code and California Business and Professions Code: (1) “Failure To Pay Minimum,
12 Regular, And Overtime Wages”; (2) “Failure To Provide Meal Periods”; (3) “Failure To Provide Rest
13 Periods”; (4) “Failure To Furnish Timely And Accurate Wage Statements”; (5) “Failure To Pay All
14 Wages Due Upon Termination”; and (6) “Violation Of California’s Unfair Competition Law (‘UCL’),
15 Bus. & Prof. Code §§ 17200 *et seq.*.”

16 2.3.4 On June 9, 2025, the Federal Court set a trial date of June 15, 2027 in the *Carrillo*
17 Class Action.

18 2.4 **The Parties Conducted An Extensive Amount Of Discovery.**

19 2.4.1 Plaintiff Alexis Garrido and Defendant engaged in formal and informal written
20 discovery. They served and responded to written discovery requests. In addition, Defendant produced
21 over 500 pages of materials, which included relevant written policies and procedures.

22 2.4.2 Defendant also provided Plaintiff Alexis Garrido with employment data.
23 Defendant produced time and pay records for an agreed-upon random sample of approximately 20% of
24 the proposed class, or approximately 436 employees. The sample included daily time records showing
25 the start and stop time for each shift based on employee time punches, the start and stop time for meal
26 periods based on employee time punches, and payroll records showing the hours worked, regular
27 earnings, overtime earnings, and bonuses (if any).

28 2.4.3 Defendant also provided information on the total amount of active employees,

1 former employees, workweeks, pay periods, and meal and rest period premiums paid.

2 2.4.4 Defendant deposed Plaintiff Alexis Garrido.

3 2.4.5 Class Counsel represent they have thoroughly investigated Plaintiffs' claims
4 against Defendant and interviewed several Class Members. Class Counsel further represent they have
5 conducted their own investigation into the underlying facts, events, and issues related to the subject
6 matter of the Actions, including the review of the time and payroll records produced by Defendant. In
7 addition, Class Counsel represent that they have further undertaken an extensive analysis of the legal
8 principles applicable to the claims asserted against Defendant, and the potential defenses thereto. All
9 Parties have had ample opportunity to evaluate their respective positions on the merits of the claims
10 asserted.

11 2.5 **Private Mediation.**

12 2.5.1 On April 29, 2025, the Parties attended a full-day mediation with Daniel Turner, a
13 highly-respected and experienced mediator in wage-and-hour class action cases.

14 2.5.2 After a full-day mediation, the Parties reached an impasse, but continued
15 settlement negotiations with the assistance from the mediator. The Parties ultimately accepted the
16 mediator's proposal on June 25, 2025.

17 2.5.3 The Parties have agreed to settle the Actions for an amount not to exceed the
18 Gross Settlement Amount (*i.e.*, \$4,200,000). In no event will Defendant be liable for more than the
19 Gross Settlement Amount, except (1) Defendant has the sole discretion to increase the Gross Settlement
20 Amount pursuant to the Escalator Clause (Section 4.2 below) contained herein; and (2) Defendant shall
21 pay the employer's share of payroll taxes on the Class Payments separately and in addition to the Gross
22 Settlement Amount. The entire Gross Settlement Amount will be disbursed pursuant to the terms and
23 conditions of this Agreement, and none of it will revert to Defendant.

24 2.6 **The Settlement Is The Result Of Arms' Length Negotiations.** Based on the foregoing
25 investigation and evaluation, Class Counsel is of the opinion that the terms set forth in this Agreement
26 are fair, reasonable, adequate, and in the best interests of the Class Members. The terms of the
27 Settlement also reflect extensive exchange of information and data between the Parties, which allowed
28 Class Counsel to fully evaluate the potential risks in pursuing the underlying claims on the merits. This

1 Agreement was reached after extensive arm's-length negotiations, and it was negotiated in light of all
2 known facts and circumstances, including the risks of significant delay and uncertainty associated with
3 litigation, the risk that the Actions would not be permitted to proceed on a class or representative basis,
4 various defenses asserted by Defendant, and numerous potential appellate issues.

5 **2.7 The Parties' Intent.** It is the desire of the Parties to fully, finally, and forever settle,
6 compromise, and discharge any and all claims, rights, demands, charges, complaints, obligations or
7 liability of any and every kind that were or could have been pled based on the factual allegations in the
8 operative or prior complaints in the Actions arising during the Class Period, including, but not limited to,
9 the Released Class Claims, and arising during the PAGA period, including but not limited to, the
10 Released PAGA Claims.

11 **3. NON-ADMISSIONS OF LIABILITY**

12 **3.1** Defendant denies and continues to deny all of the allegations made by Plaintiffs in the
13 Actions, and denies and continues to deny that it is liable or owes any damages, penalties or other
14 compensation or remedies to anyone with respect to the alleged facts or claims asserted in the Actions.
15 Defendant denies any liability or wrongdoing of any kind in connection with Plaintiffs' claims, and
16 contends that, during all relevant times, it complied with all applicable California and federal law.
17 Nonetheless, without admitting or conceding any liability or damages whatsoever, and without admitting
18 that a class and/or representative action is appropriate except for settlement purposes alone, Defendant
19 has agreed to settle the Actions on the terms and conditions set forth in this Agreement, to avoid the
20 burden, expense, and uncertainty of continuing with litigation.

21 **3.2** The Parties understand and agree that this Agreement and any exhibits thereto are
22 settlement documents and shall be inadmissible for the purpose of showing liability against Defendant or
23 the Released Parties. However, the Parties agree that, to the extent permitted by law, this Agreement may
24 be pleaded as a full and complete defense to, and may be used as the basis for an injunction against any
25 action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this
26 Agreement.

27 **4. FINANCIAL TERMS OF THE SETTLEMENT**

28 **4.1 Gross Settlement Amount.** Subject to the terms and conditions of this Agreement,

1 Defendant shall pay the Gross Settlement Amount not to exceed \$4,200,000.00, which includes Class
2 Counsel Fees and Costs to Class Counsel, Enhancement Awards to Plaintiffs, PAGA Payment,
3 Settlement Administration Costs to Settlement Administrator, and Net Settlement Amount for
4 distribution to Participating Class Members. The Gross Settlement Amount is a material term of the
5 Agreement and shall not be increased for any reason, except at Defendant's sole discretion pursuant to
6 the Escalator Clause (Section 4.2 below) contained herein. If the State Court requires an increase to the
7 Gross Settlement Amount, Defendant shall have the right to void the Agreement.

8 **4.2 Escalator Clause.** Defendant estimates that Class Members worked a combined total of
9 approximately 250,924 Workweeks during the period from July 25, 2019 to June 17, 2025. If the total
10 number of Workweeks during the Class Period increases by more than 10% (*i.e.*, 276,017 Workweeks),
11 then Defendant shall have the option to either (a) increase the Gross Settlement Amount on a pro-rata
12 basis equal to the percentage increase in the number of Workweeks worked by the Class Members above
13 10% (for example, if the number of Workweeks increases by 11%, the GSA will increase by 1%); or
14 (b) modify the end date for the Class Period to an earlier date that would reduce the total number of
15 Workweeks to 276,017 Workweeks. If this provision is triggered and if Defendant elects to increase the
16 Gross Settlement Amount on a pro-rata basis, the Parties agree that the portion of the Gross Settlement
17 Amount allocated to Class Counsel Fees will increase proportionally such that the total amount of Class
18 Counsel Fees remains one-third (1/3) of the Gross Settlement Amount after any upward adjustment
19 triggered by this provision.

20 **4.3 Class Counsel Fees And Costs.** Class Counsel will apply to the State Court for an award
21 of Class Counsel Fees not to exceed one-third (1/3) of the Gross Settlement Amount, or \$1,400,000.00,
22 and reasonable documented costs directly incurred for purposes of the Actions, not to exceed \$35,000, as
23 supported by declarations. Except as provided in this Agreement, Defendant shall have no liability for
24 any other attorneys' fees, costs or expenses in connection with the Actions.

25 **4.3.1** Class Counsel will be responsible for submitting all documents to support their
26 request for attorneys' fees, costs, and expenses in connection with the Actions. Defendant agrees not to
27 oppose or object to Class Counsel's request for Class Counsel Fees And Costs if they are made in
28 accordance with the terms of this Agreement.

1 4.3.2 The State Court’s approval of the Class Counsel Fees And Costs is not a material
2 term of the Agreement. If the State Court does not approve or approves only a lesser amount than that
3 requested by Class Counsel for Class Counsel Fees And Costs, the other terms of the Agreement shall
4 still apply. The State Court’s refusal to approve the Class Counsel Fees And Costs requested by Class
5 Counsel does not give Plaintiffs, Class Members, or Class Counsel any basis to abrogate the Agreement.
6 Any amount of Class Counsel Fees And Costs requested by Class Counsel but unapproved by the State
7 Court shall be part of the Net Settlement Amount.

8 4.4 **Enhancement Awards.** Subject to the State Court’s approval, Defendant agrees to pay
9 Enhancement Awards up to \$15,000.00 to Plaintiff Alexis Garrido and \$10,000.00 to Plaintiff Bernice
10 Carrillo, for a combined amount of \$25,000.00. The Enhancement Awards shall be paid from the Gross
11 Settlement Amount, as an enhancement for their services as the representative of the Class and
12 additional claims released by Plaintiffs. The Enhancement Awards shall be in addition to any pro rata
13 share of the Net Settlement Amount that Plaintiffs may otherwise receive under the Agreement.

14 4.4.1 Defendant will not oppose Plaintiffs’ request for the Enhancement Awards if it is
15 made in accordance with the terms of this Agreement. Defendant will not deduct any payroll taxes from
16 the Enhancement Awards because it is not considered to be payment of wages. Plaintiffs will be
17 responsible for correctly characterizing this compensation for tax purposes and for paying any taxes
18 owing on said amount. Plaintiffs shall indemnify and hold harmless Defendant from any claim or
19 liability for taxes, penalties, or interest arising as a result of the payment of the Enhancement Awards.

20 4.4.2 The State Court’s approval of the Enhancement Awards is not a material term of
21 the Agreement. The Parties agree that a denial or reduction by the State Court of the requested
22 Enhancement Awards is not a basis for rendering the entire Agreement voidable or unenforceable. Any
23 reductions by the State Court of the Enhancement Awards shall be part of the Net Settlement Amount.

24 4.5 **Settlement Administration Costs.** Subject to the State Court’s approval, Defendant
25 agrees to pay the Settlement Administrator the Settlement Administration Costs, currently estimated at
26 \$19,000, for the administration of this Settlement. The Settlement Administration Costs shall be paid
27 from the Gross Settlement Amount. Any reduction by the State Court or any unused amount shall revert
28 to the Net Settlement Amount. The Settlement Administrator shall assist in all aspects of the settlement

1 process for the Actions, including, but not limited to:

2 4.5.1 Printing, distributing, and tracking Notices and resending Notices pursuant to the
3 terms of this Agreement;

4 4.5.2 Establishing a separate employer identification number and a Qualified
5 Settlement Fund, tax reporting, making tax payments, providing required 1099 and W-2 forms;

6 4.5.3 Calculating and distributing the Class Counsel Fees And Costs, Enhancement
7 Awards, Class Payments, PAGA Payment, and Settlement Administration Costs;

8 4.5.4 Documenting and determining which Class Members have submitted a timely and
9 valid Request for Exclusion, Notice of Objection, and/or Workweeks disputes;

10 4.5.5 Depositing the funds from uncashed or undelivered checks to the appropriate non-
11 profit organization or agency under this Agreement; and

12 4.5.6 Providing necessary reports and declarations, as requested by the Parties or the
13 State Court, including weekly reports on the number of Class Members who have timely submitted
14 Requests for Exclusion, Notices of Objection, and/or Workweeks disputes.

15 4.6 **Net Settlement Amount.** After deducting (i) the court-approved Class Counsel Fees And
16 Costs, (ii) the court-approved Enhancement Awards, (iii) the court-approved PAGA Payment, and
17 (iv) the court-approved Settlement Administration Costs, the remainder of the Gross Settlement Amount
18 is the Net Settlement Amount.

19 **5. RELEASES**

20 5.1 **Release By Participating Class Members.** Upon the Effective Date, the Participating
21 Class Members, Plaintiffs, and their heirs, executors, administrators, attorneys, agents and assigns, fully
22 and finally release and forever discharge the Released Parties from any and all Released Class Claims
23 arising during the Class Period. As a result of this release, the Participating Class Members will be
24 unable to bring a claim or seek recovery for any alleged violations of the Released Class Claims that
25 took place during the Class Period.

26 5.2 **Release By The State Of California.** Upon the Effective Date, Plaintiffs, the Aggrieved
27 Employees, and the State of California (including but not limited to the LWDA) fully and finally release
28 and forever discharge the Released Parties from any and all Released PAGA Claims arising during the

1 PAGA Period. As a result of this release, Plaintiffs, the Aggrieved Employees, and the State of California
2 (including but not limited to the LWDA) will not be able to bring a claim or seek civil penalties based on
3 the Released PAGA Claims that took place during the PAGA Period.

4 **5.3 Additional Release By Plaintiffs.** In addition to the Released Class Claims and the
5 Released PAGA Claims, upon the Effective Date, Plaintiffs will generally release and forever discharge
6 the Released Parties, to the fullest extent permitted by law, of and from any and all claims, known and
7 unknown, asserted and not asserted, which Plaintiffs have or may have against the Released Parties as of
8 the date of execution of this Agreement. For the purpose of implementing a full and complete release
9 and discharge of the Released Parties, Plaintiffs expressly waive all rights provided by California Civil
10 Code § 1542, or any other similar provisions of applicable law, which are as follows: “A general release
11 does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or
12 her favor at the time of executing the release and that, if known by him or her, would have materially
13 affected his or her settlement with the debtor or released party.”

14 **5.4 Injunction From Pursuing Released Claims.** Upon final approval of the Settlement,
15 Plaintiffs, Participating Class Members, the Aggrieved Employees, and the State of California shall be
16 enjoined from filing, initiating, or continuing to prosecute any actions, claims, complaints, or
17 proceedings in any court, or with the California Division of Labor Standards Enforcement (“DLSE”), or
18 with the LWDA, or the United States Department of Labor (“DOL”), or with any other entity regarding
19 the claims released in the Agreement. This Settlement is conditioned upon the release by Plaintiffs, the
20 Participating Class Members, the Aggrieved Employees, and the State of California as described herein,
21 and upon covenants by these individuals that they will not participate in any actions, lawsuits,
22 proceedings, complaints, or charges brought by the DLSE, LWDA, DOL, or by any other agency,
23 persons, or entity in any court or before any administrative body related to the claims released in this
24 Agreement. In the event that any court or administrative agency does not order injunctive relief,
25 Defendant shall have the right to file a motion for summary judgment or any other pleading or paper to
26 enforce the terms of this Agreement. The Participating Class Members and Class Counsel will not
27 oppose, contest or interfere with efforts by Defendant to oppose any attempt to bring such released
28 claims against Defendant.

1 **5.5 Class Members' Acknowledgment.** The Participating Class Members acknowledge that
2 they may hereafter discover facts or law different from, or in addition to, the facts or law they know or
3 believe to exist with respect to the Released Class Claims. The Participating Class Members nonetheless
4 agree that this Settlement, including the release of the Released Class Claims contained herein, shall be
5 and remain effective in all respects notwithstanding such different or additional facts or law regarding
6 such Released Class Claims. These releases do not include any claims that cannot be waived as a matter
7 of law, but the Participating Class Members agree that they will not accept any monetary recovery or
8 benefit from any proceedings relating to any such claims.

9 **6. COMPUTATION OF SETTLEMENT PAYMENTS TO PARTICIPATING CLASS**
10 **MEMBERS AND AGGRIEVED EMPLOYEES**

11 **6.1 Payments Based On Workweeks.** The Net Settlement Amount will be distributed to
12 Participating Class Members based on their number of Workweeks during the Class Period. Defendant
13 shall provide records (*i.e.*, the Class List) showing the total Workweeks of Class Members during the
14 Class Period. Defendant's records shall be determinative for purposes of calculating the number of
15 Workweeks worked and any payments to the Participating Class Members.

16 **6.2 Distribution Of Net Settlement Amount.** The Class Payments to Participating Class
17 Members will be determined by dividing the value of Net Settlement Amount by the total number of
18 Workweeks of all Participating Class Members during the Class Period, and then multiplying the
19 resulting figure by the number of Workweeks of each Participating Class Member during the Class
20 Period.

21 **6.3 Payments Based On Pay Periods.** The portion of the PAGA Payment allocated to
22 Aggrieved Employees will be distributed to Aggrieved Employees based on their number of Pay Periods
23 during the PAGA Period. Defendant shall provide records (*i.e.*, the PAGA List) showing the total Pay
24 Periods of Aggrieved Employees during the PAGA Period. Defendant's records shall be determinative
25 for purposes of calculating the number of Pay Periods worked and any payments to Aggrieved
26 Employees.

27 **6.4 Distribution Of PAGA Payments.** PAGA Payments to Aggrieved Employees will be
28 determined by dividing \$50,000 (25% of the PAGA Payment, which is allocated to Aggrieved

1 Employees) by the total number of Pay Periods of all Aggrieved Employees during the PAGA Period,
2 and then multiplying the resulting figure by the number of Pay Periods of each Aggrieved Employee
3 during the PAGA Period.

4 **6.5 No Impact On Employee Benefit Plans.** None of the payments made pursuant to the
5 Agreement shall be considered for purposes of determining eligibility for, vesting or participation in, or
6 contributions to any benefit plan, including, without limitation, all plans subject to the Employee
7 Retirement and Income Security Act of 1974. Any distribution of payments to Plaintiffs, Participating
8 Class Members, and Aggrieved Employees shall not be considered as a payment of wages or
9 compensation under the terms of any applicable benefit plan and shall not affect participation in,
10 eligibility for, vesting in, the amount of any past or future contribution to, or level of benefits under any
11 applicable benefit plan. Any amounts paid will not impact or modify any previously credited hours of
12 service or compensation taken into account under any benefit plan sponsored or contributed to by
13 Defendant or any jointly-trusted benefit plan. For purposes of this Agreement, “benefit plan” means
14 each and every “employee benefit plan,” as defined in 29 U.S.C. § 1002(3), and, even if not thereby
15 included, any 401(k) plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare,
16 profit sharing, retirement, disability, vacation, sick time or pay, severance, hospitalization, insurance,
17 incentive, deferred compensation, or any other similar benefit plan, practice, program, or policy.

18 **7. NOTICE TO CLASS MEMBERS**

19 **7.1 Data Lists.** Defendant shall provide the Settlement Administrator with the Class List and
20 PAGA List within 15 calendar days after the State Court grants preliminary approval of the Settlement.
21 The Class List and PAGA List are being provided confidentially to the Settlement Administrator only,
22 and the Settlement Administrator shall treat the information as private and confidential and take all
23 necessary precautions to maintain the confidentiality of the Class List and PAGA List. This information
24 is to be used only to carry out the Settlement Administrator’s duties as specified in this Settlement.

25 **7.2 Mailing Of Notice.** The Settlement Administrator shall mail the Notice to Class
26 Members within 15 calendar days of the receipt of the Class List and PAGA List via First Class U.S.
27 Mail, using the most current, known mailing address for each Class Member based on information
28 provided by Defendant.

1 7.3 **Non-Delivered Notices Or Checks.** Any mailing returned to the Settlement
2 Administrator as undeliverable shall be re-mailed within five calendar days via First Class U.S. Mail to
3 the forwarding address affixed thereto. If no forwarding address is provided, the Settlement
4 Administrator shall attempt to determine the correct address using a computer-based skip-trace search,
5 and it shall then perform a single re-mailing via First Class U.S. Mail within five calendar days. If the
6 computer-based skip-trace search does not provide a correct address, the Settlement Administrator shall
7 attempt to determine the correct address using the Class Member’s Social Security number and any
8 available information provided by Defendant. If the Settlement Administrator is unable to determine the
9 correct address using the Class Member’s Social Security number and/or any information provided by
10 Defendant, the Settlement Administrator shall perform a search based on the National Change of
11 Address Database maintained by the United States Postal Service to update and correct any known or
12 identifiable address changes.

13 **8. OPTIONS TO RESPOND**

14 8.1 **Consideration Period.** Class Members shall be provided 45 calendar days to submit a
15 Request for Exclusion, Notice of Objection, and/or Workweeks dispute, following the postmark date of
16 the initial mailing of the Notice. Except as specifically provided herein, no Requests for Exclusion or
17 Notices of Objection that are postmarked more than 45 calendar days after the initial mailing of the
18 Notice or, with respect to a re-mailed Notice, an additional 14 calendar days from the date of re-mailing,
19 shall be considered.

20 8.2 **Request For Exclusion And Opt-Out Rights.** Class Members shall be given the
21 opportunity to opt out of the Class Settlement.

22 8.2.1 **Opt-Out Procedures.** Class Members may opt out of the Class Settlement by
23 mailing to the Settlement Administrator a Request for Exclusion. Any such Request for Exclusion must
24 be postmarked by the Response Deadline. A valid Request for Exclusion must: (a) state the case name
25 and number of the *Garrido* Class Action; (b) provide the Class Member’s name (and former names, if
26 any), current address, current telephone number, and last four digits of his or her Social Security number,
27 and (c) clearly state that the Class Member wishes to be excluded from the Class Settlement. Any
28 Request for Exclusion that does not include all of the required information or that is not submitted in a

1 timely manner will be deemed null, void, and ineffective. If there is a dispute regarding the timeliness or
2 validity of a Request for Exclusion, the Settlement Administrator shall make the determination, after
3 consultation with Class Counsel and Defense Counsel.

4 **8.2.2 Effect Of Opt-Out.** Any Class Member who opts out of the Class Settlement may
5 not object to the Class Settlement, shall not receive any share of the Net Settlement Amount, and shall
6 not be bound by the applicable Released Class Claims provisions in this Agreement. If a Class Member
7 submits both a Request for Exclusion and a Notice of Objection, the Settlement Administrator will
8 attempt to contact the Class Member to inquire regarding his or her intention to opt out of or object to
9 the Class Settlement. If the Settlement Administrator is unable to confirm the Class Member's intention,
10 the Class Member's Request for Exclusion will be valid and be deemed to invalidate the Notice of
11 Objection.

12 **8.3 Objection Rights.** Because the Class will be certified by the State Court for purposes of
13 settlement, only Class Members who do not opt out of the Class Settlement shall be entitled to object to
14 the terms of the Class Settlement.

15 **8.3.1 Objection Procedures.** Objections to the Settlement must be made either (i) in
16 writing using the procedures set forth in the Notice, or (ii) in person at the Final Approval Hearing. A
17 timely and valid written objection to the Settlement (*i.e.*, Notice of Objection) must be sent to the
18 Settlement Administrator and postmarked by the Response Deadline. A Notice of Objection shall be
19 deemed to be submitted as of the postmarked date. To be a valid objection, the Notice of Objection must
20 include the following: (i) the case name and number of the *Garrido* Class Action; (ii) the objector's full
21 name, signature, address, telephone number, and last four digits of the Social Security Number of the
22 Class Member submitting the Notice of Objection; (iii) a written statement of all grounds for the
23 objection accompanied by any legal support for such objection; (iv) copies of any papers, briefs, or other
24 documents upon which the objection is based; and (v) a statement whether the objector intends to appear
25 at the Final Approval Hearing. If the objector is represented by counsel, statement shall include the name,
26 address, and telephone number of their counsel. As an alternative to a Notice of Objection, Participating
27 Class Members may appear in Court (or hire an attorney to appear in Court at their own expense) to
28 present objections at the Final Approval Hearing.

1 8.3.2 Participating Class Members who submit an objection remain bound by this
2 Agreement. Class Members who submit a timely and valid Notice of Objection may be subject to appear
3 for a deposition, if requested by Plaintiffs or Defendant.

4 8.3.3 **Waiver Of Objection Rights.** Class Members who fail to make objections in the
5 manner specified in the Notice shall be deemed to have waived any objections and shall be foreclosed
6 from making any objection, whether by appeal or otherwise, to this Agreement.

7 8.4 **Disputed Workweeks On Notice.** Participating Class Members will have an opportunity
8 to dispute the number of Workweeks indicated on their Notice. To do so, Participating Class Members
9 must produce evidence to the Settlement Administrator showing that such information is inaccurate on
10 or before the Response Deadline. Defendant's records will be presumed correct, but the Settlement
11 Administrator will evaluate the evidence submitted by the individual and will make the final decision as
12 to the merits of the dispute. All disputes will be decided within 10 business days after the Response
13 Deadline. The Settlement Administrator shall have the right to contact Defense Counsel and/or Class
14 Counsel if it determines more information is needed to resolve any issue of disputed Workweeks.

15 8.5 **Defendant's Rights To Withdraw Based On The Number Of Request For Exclusion.**
16 Defendant has the right, at its sole option, to withdraw from this Agreement if 5% or more Class
17 Members submit a timely and valid Request for Exclusion. Defendant must exercise this right of
18 rescission in writing within 14 calendar days after the Settlement Administrator notifies the Parties in
19 writing that at least 5% of Class Members have opted out of the Class Settlement. These rights to
20 withdraw are material terms of the Agreement and Defendant has the right, at its sole option, to
21 withdraw from this Agreement if either of these material terms are not approved by the Court. If
22 Defendant exercises this right to withdraw, Defendant will be responsible for all Settlement
23 Administration Costs incurred by the Settlement Administrator.

24 8.6 **Proof Of Class Members' Responses.** No later than 75 calendar days after the initial
25 mailing of the Notice, the Settlement Administrator will prepare and submit a declaration attesting to its
26 mailing of the Notice, its inability to deliver any mailing due to invalid addresses, its receipt of valid
27 Requests for Exclusion and Notices of Objection, and any other information that the Parties request be
28 included. At least 10 calendar days prior to the Final Approval Hearing, the Settlement Administrator

1 will prepare a supplemental declaration (at the request of Class Counsel or Defense Counsel) to submit
2 to the Court.

3 **9. SETTLEMENT APPROVAL PROCEDURE**

4 **9.1 Remand, First Amended Complaint, And Consolidation.**

5 9.1.1 Prior to seeking preliminary approval of the Settlement, the Parties shall stipulate
6 to remand the *Garrido* Class Action and *Carrillo* Class Action from Federal Court to State Court.

7 9.1.2 After the *Garrido* Class Action and *Carrillo* Class Action have been remanded
8 from Federal Court to State Court, Class Counsel shall seek leave to file a First Amended Complaint
9 substantially in the form attached hereto as **Exhibit B** in the *Garrido* Class Action in State Court. This
10 amendment shall seek to (i) add Plaintiff Bernice Carrillo as a co-plaintiff in the *Garrido* Class Action;
11 and (ii) consolidate all claims and allegations pleaded in the *Garrido* PAGA Action and *Carrillo* Class
12 Action into the *Garrido* Class Action for the sole purpose of seeking preliminary approval of this
13 Settlement.

14 9.1.3 Defense Counsel shall have reasonable time to review the draft of Exhibit B and
15 suggest revisions to the draft. Defense Counsel and Class Counsel shall ensure that the amended
16 complaint(s) contain adequate factual and legal bases to effectuate the Released Class Claims and
17 Released PAGA Claims in this Agreement. Plaintiffs agree to take all reasonable steps to satisfy any and
18 all procedural requirements set forth by the Courts to effectuate the terms of the Settlement, including
19 timely seeking preliminary approval of the Settlement.

20 9.1.4 The Parties agree that the amendment(s) and remand described in this section are
21 for settlement purposes only. In the event the State Court does not grant final approval of the Settlement,
22 the Parties agree that (i) any amended complaints filed pursuant to this Agreement shall be stricken; and
23 (ii) the *Garrido* Class Action and *Carrillo* Class Action shall be removed to Federal Court.

24 **9.2 Preliminary Approval Of Class/Representative Settlement.** Upon execution of this
25 Agreement, Plaintiffs and Class Counsel shall promptly prepare the Motion For Preliminary Approval of
26 Class/Representative Settlement to be filed in the *Garrido* Class Action. Class Counsel and Defense
27 Counsel shall use their best efforts to ensure that the Motion and amended complaint(s) are filed with the
28 applicable courts within 60 days of execution of this Agreement. This Motion shall seek an order to

1 conditionally certify the Class for the sole purpose of settlement and preliminarily approve the proposed
2 settlement according to the terms in this Agreement. The Motion also shall seek an order that provides
3 for the Notice to be sent to Class Members as specified in this Agreement. This Motion shall include the
4 bases for the Class/Representative Settlement Amount and why the amount is reasonable in light of the
5 facts and controlling authorities pertaining to the claims alleged in the Actions. The Motion shall also be
6 accompanied by signed declarations by Class Counsel, discussing the risks of continued litigation and
7 that the best interests of both Parties and the Class Members are served by the terms of this Agreement.

8 **9.3 Final Approval.** Plaintiffs shall submit to the State Court a Motion for Final Approval of
9 the Class and Representative Settlement as soon as practicable after the Response Deadline or pursuant
10 to order by the State Court. The Motion shall request the entry of a Final Approval Order, which shall
11 include findings and orders: (a) approving the Agreement; (b) adjudging the terms to be fair, reasonable,
12 and adequate; (c) reciting the release terms in full; (d) directing that the settlement terms and provisions
13 be carried out; and (e) retaining jurisdiction to oversee administration and enforcement of the terms of
14 this Agreement and the State Court's orders.

15 **9.4 Motion For Class Counsel Fees And Costs And Enhancement Awards.** Class Counsel
16 shall file a motion or application for the State Court's approval of Class Counsel Fees and Costs and
17 Enhancement Awards under the terms of the Agreement. Defendant will not oppose the motion,
18 provided it is consistent with this Agreement.

19 **9.5 Settlement Is Conditioned On Approval Of The Agreement.** The Parties acknowledge
20 and agree that the global settlement will be memorialized in one written agreement for the Class and
21 Representative Settlement, and requires approval in State Court. It is the Parties' intention that the
22 Agreement is valid if the approval of the proposed Settlement by the State Court becomes Final.
23 Accordingly, the Effective Date of this Agreement is contingent upon the order approving the Settlement
24 in the *Garrido* Class Action.

25 **9.6 Effect Of Failure To Obtain Preliminary Or Final Approval.** If the proposed
26 settlement or a substantially similar settlement mutually agreed to by the Parties is not preliminarily or
27 finally approved by the State Court, the Actions shall proceed as if no settlement had been attempted
28 (*e.g.*, all amended complaints shall be stricken and any remanded cases shall be removed to Federal

1 Court), unless the Parties jointly agree to seek reconsideration of the ruling or State Court's approval of
2 a renegotiated settlement. Defendant retains the right to contest whether any aspect of the Actions should
3 be maintained as a class or representative action, or to contest the merits of the claims being asserted by
4 the Plaintiffs or Class Members in the Actions.

5 **9.7 Entry Of Judgment.** The Parties shall request that the State Court issue Judgment in
6 accordance with this Agreement and without further fees or costs to any party except as expressly set
7 forth in this Agreement. In the event either the State Court fails to enter final judgment in accordance
8 with this Agreement, or such final judgment is vacated or reversed, the Actions shall proceed as if no
9 settlement had been attempted (*e.g.*, all amended complaints shall be stricken and any remanded cases
10 shall be removed to Federal Court), unless the Parties jointly agree to seek reconsideration or appellate
11 review of the ruling or approval of a renegotiated settlement.

12 **9.8 Dismissal Of Related Actions.** Upon final approval of the Settlement, Plaintiffs shall
13 promptly seek dismissal of the *Garrido* PAGA Action and *Carrillo* Class Action based on the Settlement,
14 with prejudice. The Settlement Administrator shall not distribute any Enhancement Awards or Class
15 Counsel Fees and Costs until these related actions have been dismissed by the Court.

16 **9.9 Notice To The LWDA.** Class Counsel shall give written notice of the Settlement to the
17 LWDA simultaneously with the filing of the Motion For Preliminary Approval of Class/Representative
18 Settlement in the *Garrido* Class Action, to provide the LWDA to comment and/or object to the terms of
19 the Settlement Class Counsel moves for final approval.

20 **10. FUNDING AND DISTRIBUTION OF THE CLASS/REPRESENTATIVE SETTLEMENT**
21 **AMOUNT**

22 **10.1 Funding Of Class/Representative Settlement Amount.** The Settlement Administrator
23 shall establish a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Code
24 for purposes of administering the Settlement. The Settlement Administrator shall furnish the Qualified
25 Settlement Fund with its own Employer ID Number and calculate all settlement checks and payroll
26 deductions and withholdings required under law based on information that will be confidentially
27 furnished by Defendant. Within 30 calendar days after the Effective Date, Defendant shall deposit the
28 Class/Representative Settlement Amount into an interest bearing escrow account with the Settlement

1 Administrator.

2 **10.2 Timing Of Disbursement Of Class/Representative Settlement Amount.**

3 10.2.1 Class Counsel Fees And Costs. Subject to the terms of the Agreement, the
4 Settlement Administrator shall distribute payment of any approved Class Counsel Fees And Costs within
5 20 calendar days after the funding of the Gross Settlement Amount. This is the same date that the Net
6 Settlement Amount will be distributed to Participating Class Members. Class Counsel agree that they are
7 responsible for allocating this payment among themselves and any other counsel for Plaintiffs settling
8 claims through this Agreement. The Settlement Administrator shall issue an Internal Revenue Service
9 Form 1099 to Class Counsel for any Class Counsel Fees And Costs payment, based on the allocation
10 communicated by Class Counsel. Class Counsel shall be solely and legally responsible for paying all
11 applicable taxes on any Class Counsel Fees And Costs and shall indemnify and hold harmless Defendant
12 from any claim or liability for taxes, penalties, or interest arising as a result of the payment.

13 10.2.2 **Enhancement Awards.** Subject to the terms of the Agreement, the Settlement
14 Administrator shall pay to Plaintiffs any approved Enhancement Awards within 20 calendar days after
15 the funding of the Gross Settlement Amount. The Settlement Administrator shall issue an IRS Form
16 1099 to Plaintiffs for any Enhancement Awards. Plaintiffs shall be solely and legally responsible for
17 paying all applicable taxes on any Enhancement Awards and shall indemnify and hold harmless
18 Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

19 10.2.3 **Settlement Administration Costs.** The Settlement Administrator shall pay itself
20 any approved Settlement Administration Costs within 20 calendar days after the funding of the Gross
21 Settlement Amount. The Settlement Administrator shall be solely and legally responsible for paying all
22 applicable taxes on any Settlement Administration Costs and shall indemnify and hold harmless
23 Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the payment.

24 10.2.4 **Distribution Of PAGA Payment.** The Settlement Administrator shall distribute
25 the PAGA Payment within 20 days after the funding of the Gross Settlement Amount. The portion of the
26 PAGA Payment allocated to the LWDA shall be \$150,000 (75% of the PAGA Payment). The portion of
27 the PAGA Payment allocated to Aggrieved Employees will be determined by dividing \$50,000 (25% of
28 the PAGA Payment, which is allocated to Aggrieved Employees) by the total number of Pay Periods of

1 all Aggrieved Employees during the PAGA Period, and then multiplying the resulting figure by the
2 number of Pay Periods of each Aggrieved Employee during the PAGA Period.

3 **10.2.5 Distribution Of Net Settlement Amount.** The Settlement Administrator shall
4 distribute the Net Settlement Amount to Participating Class Members within 20 calendar days after the
5 funding of the Gross Settlement Amount. Class Payments made under this Settlement will be attributed
6 80% as penalties and interest, to be reported on IRS Form 1099 (if applicable), and 20% as unpaid
7 wages, to be reported on IRS Form W-2 and subject to payroll deductions. In accordance with applicable
8 tax laws, the Net Settlement Amount is subject to reduction for the employee's share of required tax
9 withholdings and payroll deductions on the wage portion of the Class Payments. The employer's share
10 of payroll taxes on the wages portion of the Net Settlement Amount shall be paid by Defendant
11 separately and in addition to the Gross Settlement Amount. The Settlement Administrator shall issue any
12 necessary IRS Form 1099 and Form W-2 statements to Participating Class Members for their respective
13 share of the Net Settlement Amount. Participating Class Members shall be solely and legally responsible
14 for paying all other applicable taxes on their respective share of the Net Settlement Amount and shall
15 indemnify and hold harmless Defendant from any claim or liability for taxes, penalties, or interest
16 arising as a result of the payments.

17 **10.2.6** The Parties warrant and represent that the allocation of the Net Settlement
18 Amount as 80% to non-wage payments (*e.g.*, interest and statutory penalties) and 20% to wage-related
19 payments is reasonably within the parameters of liability for the Actions, given that the vast of majority
20 of recovery, if any, in the Actions would be comprised of statutory penalties.

21 **10.3 Undeliverable Or Uncashed Checks.**

22 **10.3.1** The Settlement Administrator shall maintain a list of the postmark date for the
23 original mailing of the Class Payment checks, if any, to the Participating Class Members, the postmark
24 date of any subsequent mailing to any Participating Class Members, and a list of any individuals who
25 did not receive the settlement checks due to the inability to locate a valid address using the procedures
26 described herein above in Section 7.3 above or who otherwise could not be located within two attempts
27 at mailing.

28 **10.3.2** All Class Payment checks will remain valid and negotiable for 180 days from the

1 date of their mailing by the Settlement Administrator. After 180 calendar days from the date of mailing,
2 the checks shall become null and void, and any monies remaining in the distribution account shall be
3 distributed by the Settlement Administrator to the California State Controller's Office pursuant to
4 California's Unclaimed Property Law to be held in the name of the applicable Participating Class
5 Member. No part of the Net Settlement Amount shall be returned to Defendant.

6 10.3.3 For any Participating Class Members for whom the settlement checks were
7 deemed undeliverable, the funds associated with the settlement payment will be distributed to the
8 California State Controller's Office pursuant to California's Unclaimed Property Law to be held in the
9 name of the applicable Participating Class Member.

10 **11. MISCELLANEOUS PROVISIONS**

11 11.1 **Interim Stay Of Proceedings.** The Parties agree to refrain from further litigation in the
12 Actions, except such proceedings necessary to implement and to obtain preliminary and final approval
13 of the terms of the Agreement. If the Settlement is not finally approved, the Parties agree that they will
14 revert to their positions in the Actions prior to the time the Agreement was reached, and no terms set
15 forth in this Agreement will be admissible in any future proceedings in this case or any other action.

16 11.2 **Certification Of Class Action And Representative Action For Settlement Purposes**
17 **Only.** The Parties agree to stipulate to class action and representative action certification for purposes of
18 the settlement only. If, for any reason, the settlement is not approved, the stipulation to certification will
19 be void, and Defendant shall have the full opportunity to file any motion to challenge class certification
20 or any motion to challenge the manageability of PAGA claims. The Parties further agree that
21 certification for purposes of the settlement is not an admission that class action or representative action
22 certification is proper under the standards applied to contested certification motions and that this
23 Agreement will not be admissible in this or any other proceeding as evidence that either (i) a class or
24 representative action should be certified or (ii) Defendant is liable to Plaintiffs or any Class Member,
25 other than according to the terms of the Agreement.

26 11.3 **Mutual Cooperation.** Plaintiffs, Defendant, Class Counsel, and Defense Counsel agree
27 to fully cooperate with each other to accomplish the terms of this Agreement, including, but not limited
28 to, execution of such documents and taking such other action as may reasonably be necessary to

1 implement the terms herein. The Parties agree to use their best efforts and any other efforts that may
2 become necessary by order of the Courts, or otherwise, to effectuate this Agreement.

3 **11.4 Plaintiffs' Representation.** Plaintiffs represent and warrant that besides the Actions, they
4 have not filed and will not file any other lawsuit, administrative claim or action, arbitration, demand, or
5 other action of any kind against Defendant or the Released Parties. Plaintiffs represent and warrant that
6 their only pending claims against Defendant or the Released Parties are included in the Actions.

7 **11.5 Class Counsel's Representation.** Class Counsel agree and represent that they will not
8 engage in any conduct to undermine the terms of the Agreement, including any solicitation efforts to
9 persuade any Class Member from opting out of or objecting to the Settlement. Class Counsel further
10 agree and represent that they do not represent any Class Members other than Plaintiffs and will not
11 actively solicit any other Class Members to pursue claims that have been released in this Settlement on
12 an individual, collective, class or representative basis. Class Counsel also warrant and represent that they
13 have access to all of the Plaintiffs who will be executing this Agreement, and that they will obtain their
14 signatures within 15 days after Class Counsel and Defense Counsel sign this Agreement. The Parties
15 agree that verifiable electronic signatures are sufficient. However, if the Court orders wet signatures, the
16 Parties will follow the Court's Order.

17 **11.6 Parties' Authority.** The signatories hereto represent that they are fully authorized to
18 enter into this Agreement and are fully authorized to bind the Parties to all terms stated herein. It is
19 agreed that Participating Class Members are so numerous that it is impossible or impractical to have
20 each Participating Class Member execute this Agreement. It is agreed that this Agreement may be
21 executed on behalf of Participating Class Members and by Plaintiffs and Class Counsel.

22 **11.7 Binding Effect Of Settlement.** Although some Class Members might not receive the
23 Notice as provided under this Agreement, due to inability to locate their current address following the
24 procedures set forth in this Agreement, such individuals shall nonetheless be bound by all of the terms of
25 this Agreement and the order approving the Settlement.

26 **11.8 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties
27 with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and
28 understandings between the Parties shall be deemed merged into this Agreement.

1 11.9 **Arms' Length Transaction; Materiality Of Terms.** The Parties have arrived at this
2 Agreement as a result of arm's length negotiations. Except as otherwise stated in this Agreement, all
3 terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this
4 Agreement and have been relied upon by the Parties in entering into this Agreement.

5 11.10 **Counterparts.** This Agreement may be executed in counterparts, and when each party
6 has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and
7 when taken together with other signed counterparts, shall constitute one signed Agreement, which shall
8 be binding upon and effective as to all Parties.

9 11.11 **Facsimile Or Scanned Signatures.** Any party may sign and deliver this Agreement by
10 signing on the designated signature block and transmitting that signature page via facsimile or as an
11 attachment to an e-mail to counsel for the other party. Any signature made and transmitted by facsimile
12 or as an attachment to an e-mail for the purpose of executing this Agreement shall be deemed an original
13 signature for purposes of this Agreement and shall be binding upon the party who transmits the signature
14 page.

15 11.12 **Binding Effect.** This Agreement shall be binding upon the Parties and, with respect to
16 Plaintiffs, Participating Class Members, their spouses, children, representatives, heirs, administrators,
17 executors, beneficiaries, conservators, attorneys, and assigns.

18 11.13 **Construction.** The determination of the terms and conditions of this Agreement has been
19 by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and
20 the terms and conditions of this Agreement are not intended to be, and shall not be, construed against
21 any party by virtue of draftsmanship.

22 11.14 **Severability Clause For Invalidity Of Any Provision.** Before declaring any provision
23 of this Agreement invalid, the State Court shall first attempt to construe the provisions valid to the fullest
24 extent possible consistent with applicable precedents so as to render all provisions of this Agreement
25 valid and enforceable.

26 11.15 **No Prior Assignments Or Undisclosed Liens.** Plaintiffs represent and warrant that they
27 have not assigned, transferred, conveyed, or otherwise disposed of, or purported to assign, transfer,
28 convey, or otherwise dispose of, any Released Class Claims, Released PAGA Claims, or the attorneys'

1 fees and costs to be paid pursuant to this Agreement. Plaintiffs further represent and warrant that there
2 are not any liens or claims against any of the amounts to be paid by Defendant pursuant to this
3 Agreement. Plaintiffs agree to defend, to indemnify, and to hold Defendant harmless from any liability,
4 losses, claims, damages, costs, or expenses, including reasonable attorneys' fees, resulting from a breach
5 of these representations or from any lien or assignment.

6 **11.16 No Initiated Publicity.** Class Counsel shall not take any action or initiate to publicize, or
7 cause to be publicized, directly or indirectly, the discussions resulting in or the existence of this
8 settlement or its terms, in any type of mass media, including, but not limited to, speeches, press
9 conferences, press releases, interviews, television or radio broadcasts, blogs, websites, newspapers,
10 Internet posting, Facebook, Instagram, X (formerly Twitter), TikTok, or any other social media, or
11 information furnished to legal news media, including but not limited to *Bloomberg Law*, *Law 360*, and
12 the *Daily Journal*. Class Counsel shall not refer to Defendant by name in its public marketing materials,
13 law firm websites, or posting with any other organizations, such as the California Employment Lawyers
14 Association. Class Counsel further agrees and warrants that if they were contacted by media outlets
15 regarding this case, they will simply state that the lawsuit exists and has been resolved. Nothing in this
16 section shall prevent Class Counsel from referencing this settlement to a court as evidence of their
17 experience in connection with motions for class certification, approval of settlements, fee motions, and
18 the like. Further, nothing in this section shall prevent the Settlement Administrators from posting the
19 Class Notice approved by the Court on their website for Class Members' reference.

20 **11.17 Continuing Jurisdiction.** The State Court shall retain jurisdiction over the
21 implementation of this Agreement as well as any and all matters arising out of, or related to, the
22 implementation of this Agreement and settlement. The State Court shall not have jurisdiction to modify
23 the terms of the Agreement without the consent of all of the Parties.

24 **11.18 Modification.** The Agreement may not be changed, altered, or modified, except in
25 writing and signed by the Parties hereto or their counsel of record. After preliminary approval of the
26 Settlement has been granted, the Settlement may not be modified except by a writing signed by the
27 Parties hereto or their counsel of record, and approved by the State Court.

28 **11.19 Disputes.** If the Parties have a dispute with regard to the language of this Agreement,

1 DATED: _____

LOWE'S HOME CENTERS, LLC

2

By: _____

3

Name: _____

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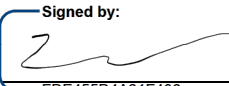
Title: _____

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6 DATED: 9/26/2025

ALEXIS GARRIDO

7

By:  _____

8

Signed by:
FDF455D4A31F406...
Alexis Garrido

9 DATED: _____

BERNICE CARRILLO

10

By: _____

11

Bernice Carrillo

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[ADDITIONAL SIGNATURES ON NEXT PAGE]

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DATED: _____

LOWE'S HOME CENTERS, LLC

By: _____

Name: _____

Title: _____

DATED: _____

ALEXIS GARRIDO

By: _____

Alexis Garrido

DATED: 9/25/2025

BERNICE CARRILLO

By:  _____

Bernice Carrillo

[ADDITIONAL SIGNATURES ON NEXT PAGE]

09/26/2025

1 DATED: _____

LOWE'S HOME CENTERS, LLC

2 By: Jim Cecil

3 Name: Jim Cecil

4 Title: VP, HRBP - Stores

5
6 DATED: _____

ALEXIS GARRIDO

7 By: _____

8 Alexis Garrido

9 DATED: _____

BERNICE CARRILLO

10 By: _____


11 Bernice Carrillo

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13 **[ADDITIONAL SIGNATURES ON NEXT PAGE]**

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DATED: 09/26/2025

D.LAW, INC.

By: 
David Yeremian
Emil Davtyan
Alvin B. Lindsay
William Tran
Attorneys for Plaintiff
ALEXIS GARRIDO


DATED: September 25, 2025

COHELAN KHOURY & SINGER

By: 
Isam C. Khoury
Michael D. Singer
Maggie K. Realin
Attorneys for Plaintiff
BERNICE CARRILLO

DATED: 09/29/2025

THE MARKHAM LAW FIRM

By: 
David R. Markham
Lisa R. Brevard
Attorneys for Plaintiff
BERNICE CARRILLO

DATED: _____

UNITED EMPLOYEES LAW GROUP, P.C.

By: _____
Walter L. Haines
Attorneys for Plaintiff
BERNICE CARRILLO

DATED: _____


SEYFARTH SHAW LLP

By: _____
Jonathan L. Brophy
Romtyn Parvaresh
Francesca Hunter
Attorneys for Defendant
LOWE'S HOME CENTERS, LLC

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DATED: 09/26/2025

D.LAW, INC.

By: 
David Yeremian
Emil Davtyan
Alvin B. Lindsay
William Tran
Attorneys for Plaintiff
ALEXIS GARRIDO

DATED: _____

COHELAN KHOURY & SINGER

By: _____
Isam C. Khoury
Michael D. Singer
Maggie K. Realin
Attorneys for Plaintiff
BERNICE CARRILLO

DATED: _____

THE MARKHAM LAW FIRM

By: _____
David R. Markham
Lisa R. Brevard
Attorneys for Plaintiff
BERNICE CARRILLO

DATED: September 29, 2025

UNITED EMPLOYEES LAW GROUP, P.C.

By: 
Walter L. Haines
Attorneys for Plaintiff
BERNICE CARRILLO

DATED: _____

SEYFARTH SHAW LLP

By: _____
Jonathan L. Brophy
Romtín Parvaresh
Francesca Hunter
Attorneys for Defendant
LOWE'S HOME CENTERS, LLC

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DATED: _____

D.LAW, INC.

By: _____

David Yeremian
Emil Davtyan
Alvin B. Lindsay
William Tran
Attorneys for Plaintiff
ALEXIS GARRIDO

DATED: _____

COHELAN KHOURY & SINGER

By: _____

Isam C. Khoury
Michael D. Singer
Maggie K. Realin
Attorneys for Plaintiff
BERNICE CARRILLO

DATED: _____

THE MARKHAM LAW FIRM

By: _____

David R. Markham
Lisa R. Brevard
Attorneys for Plaintiff
BERNICE CARRILLO

DATED: _____

UNITED EMPLOYEES LAW GROUP, P.C.

By: _____

Walter L. Haines
Attorneys for Plaintiff
BERNICE CARRILLO

DATED: September 26, 2025

SEYFARTH SHAW LLP

By: Rati Parvaresh

Jonathan L. Brophy
Rontin Parvaresh
Francesca Hunter
Attorneys for Defendant
LOWE'S HOME CENTERS, LLC

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Alexis Garrido, et al. v. Lowe’s Home Centers, LLC
Superior Court of the State of California for the County of San Joaquin
Case No. STK-CV-UOE-2023-7780

Attention to all current and former hourly-paid or non-exempt employees who worked for Lowe’s Home Centers, LLC (“Defendant”) in the Supply Chain organization in the State of California at any time between July 25, 2019 through August 24, 2025 (“Class Period”).

THIS NOTICE is to inform you of a proposed settlement of a class action lawsuit (“Settlement”), in which you may be entitled to receive money. The Settlement involves a settlement and resolution of the Released Class Claims (as defined in Section VII) (“Class Settlement”). Your rights may be affected by the legal proceedings in this matter. Please review this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you take no further action and do not opt out of the Class Settlement (as described in Section IX), you will be automatically eligible to receive payment in connection with the Class Settlement (“Class Payment”), which will be based on your total number of workweeks worked in California during the Class Period. In exchange for receiving the Class Payment, you will be bound to the Class Settlement, including the Released Class Claims (as defined in Section VII).
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	You may request to be excluded from or “opt out” of the Class Settlement by submitting a timely and valid Request for Exclusion to the Settlement Administrator no later than [Response Deadline] in accordance with the instructions set forth below in Section IX. If you submit a timely and valid Request for Exclusion, you will not receive the Class Payment and you will not be bound by the release provisions in connection with the Class Settlement (see Section VII).
OBJECT TO THE SETTLEMENT	You may object to the Settlement by timely submitting a written objection to the Settlement Administrator no later than [Response Deadline] , in accordance with the instructions set forth below in Section X. If the Court grants final approval of the Settlement despite your objection, you will be eligible to receive Class Payment and will be bound by the Class Settlement, including the Class Released Claims (as defined in Section VII below).

I. Why should I read this Notice?

Defendant’s records indicate that you may be eligible to take part in the class action settlement that has been reached between Plaintiffs Alexis Garrido and Bernice Carrillo (“Plaintiffs”) and Defendant. If the Court approves the proposed Settlement, your legal rights may be affected. This Notice, which has been authorized by the Court, is only a summary. A more detailed Class and Representative Action Settlement Agreement and Release (“Settlement Agreement”) is on file with the Court, where it is available for your review.

II. What is the lawsuit about?

The class action lawsuit titled *Alexis Garrido, et al. v. Lowe’s Home Centers, LLC*, which is pending in the Superior Court of the State of California for the County of San Joaquin as Case No. STK-CV-UOE-2023-7780 (the “Lawsuit”), is the subject of this settlement.

Plaintiffs, on behalf of themselves and other similarly situated employees, claim that Defendant violated the California Labor Code, California Industrial Welfare Commission Wage Orders, and California and Business and Professions Code, including, but not limited to, failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods, failure to permit and authorize rest periods, failure to provide accurate wage statements, failure to timely pay wages during employment, failure to timely pay final wages, unlawful withholdings, failure to maintain records, and unfair competition. Plaintiffs seek a monetary recovery on your behalf for the alleged violations, including damages, penalties, interest, restitution, attorneys' fees, and costs, as well as injunctive and declaratory relief.

Defendant denies all of the allegations in the Lawsuit and contends that it has, at all times, complied with all state, local, and federal laws. The Court has not issued any opinions concerning the merits of the Lawsuit and has not ruled on any of the claims. The Court also has not ruled that the Lawsuit is appropriate to proceed as a class action.

To avoid additional expense, inconvenience, and risks of continued litigation, Defendant and Plaintiffs have concluded that it is in their respective best interests and the interests of the Class to settle the Lawsuit on the terms summarized in this Notice. After providing extensive information to Class Counsel (listed in Section IV below), the Settlement was reached following an arm's-length mediation with a respected and experienced mediator. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the proposed Settlement was a good option to resolve the disputed claims. By agreeing to settle the Lawsuit, Defendant is not admitting that it violated any state, local, or federal law.

Plaintiffs and Class Counsel support this Settlement. Among the reasons for their support are the defenses to liability potentially available to Defendant, the risk of denial of class certification or representative status, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation.

III. Who is covered by the Lawsuit and the proposed Settlement?

The proposed Settlement seeks to cover all Participating Class Members, which include **all current and former hourly-paid or non-exempt employees who worked for Defendant in the Supply Chain organization in the State of California at any time between July 25, 2019 through August 24, 2025** (*i.e.*, the "Class"), who do not submit a timely and valid Request for Exclusion. "**Class Member**" is an individual member of the Class.

The Effect of Membership as a Class Member. If you come within the definition of a Class Member, you are eligible to receive the benefits created by the proposed Settlement if it is approved by the Court. Class Members who exclude themselves from the Class Settlement by submitting a Request for Exclusion will not be bound by the Class Settlement and will not receive a Class Payment.

IV. Who represents the Class?

The Court has designated Plaintiffs as class representatives in the Lawsuit. The Court also has designated the attorneys who represent Plaintiffs as Class Counsel for the Class:

Emil Davtyan
Alvin B. Lindsay
William Tran
D.Law, Inc.
450 N. Brand Blvd., Suite 840
Glendale, CA 91203
Tel: (818) 962-6465

David Yeremian
David Yeremian & Associates, Inc.
450 N. Brand Blvd., Suite 840
Glendale, CA 91203
Tel: (818) 962-6465

Isam C. Khoury
Michael D. Singer
Maggie K. Realin
Cohelan Khoury & Singer
605 C Street, Suite 200
San Diego, CA 92101
Tel: (619) 595-3001

David R. Markham
Lisa R. Brevard
The Markham Law Firm
888 Prospect St., Ste. 200
La Jolla, CA 92037
Tel: (619) 399-3995

Walter L. Haines
United Employees Law Group
8605 Santa Monica Blvd., #63354
West Hollywood, CA 90069
Tel: (562) 256-1047

V. What are the terms of the Settlement?

The proposed Settlement was negotiated between Class Counsel and the attorneys for Defendant. Class Counsel believe that this Settlement is fair and reasonable, and is in the best interest of the Class Members.

In connection with this Settlement, Defendant will pay a total settlement amount of \$4,200,000 (the “Gross Settlement Amount”). The Gross Settlement Amount includes amounts awarded by the Court for (i) Class Counsel Fees and Costs, (ii) Enhancement Awards, (iii) PAGA Payment; (iv) Settlement Administration Costs, and (v) Net Settlement Amount.

- **Class Counsel Fees and Costs:** Class Counsel will apply to the Court for an award of attorneys’ fees in an amount not to exceed one third (1/3) of the Gross Settlement Amount, or \$1,400,000, and reasonable documented costs for their work not to exceed \$35,000 in connection with the Lawsuit (“Class Counsel Fees and Costs”). The Class Counsel Fees and Costs awarded by the Court will be paid from the Gross Settlement Amount. Class Counsel have been prosecuting the Lawsuit on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- **Enhancement Awards:** Plaintiffs will apply to the Court for enhancement awards of \$15,000 for Plaintiff Alexis Garrido and \$10,000 for Plaintiff Bernice Carrillo (for a combined amount of \$25,000), for their services in the Lawsuit as class representatives and for their general release of claims (“Enhancement Awards”). The Enhancement Awards will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs, in addition to their Class Payments that they are entitled to under the Settlement.
- **PAGA Payment:** \$200,000 shall be paid to the Labor and Workforce Development Agency (“LWDA”) and the Aggrieved Employees as civil penalties in accordance with the Private Attorneys General Act (“PAGA”), California Labor Code § 2698, *et. seq.* The PAGA Payment shall be allocated as follows: 75% of the PAGA Payment will be paid to the LWDA, and 25% of the PAGA Payment will be paid to the Aggrieved Employees, *i.e.*, all current and former hourly-paid or non-exempt employees who worked for Defendant in the Supply Chain organization within the State of California at any time between October 15, 2022 through August 24, 2025.
- **Settlement Administration Costs:** Class Counsel will apply to the Court for an award of Settlement Administration Costs, currently estimated at \$19,000, for the third-party Settlement Administrator, Apex Class Action Administration, for the administrative services in connection with this Settlement, including and not limited to, notifying the Class Members of the Settlement, processing Requests for Exclusion and Objections, calculating Class Payments, and distributing payments and tax forms under the Settlement.
- **Net Settlement Amount:** The Net Settlement Amount is the portion of the Gross Settlement Amount remaining after deducting the amount approved by the Court for Class Counsel Fees and Costs, Settlement Administration Costs, PAGA Payment, and Enhancement Awards. The entire Net Settlement Amount shall be distributed to the Participating Class Members. As discussed below, the wage portion of the Net Settlement Amount will be subject to payroll withholdings.

Subject to the Court’s final approval of the Settlement, each Participating Class Member will receive an individual settlement payment (i.e., Class Payment) reflecting his or her *pro rata* share of the Net Settlement Amount, based on the number of workweeks that he or she worked for Defendant in California during the Class Period. Class Payments to Participating Class Members will be determined by dividing the value of the Net Settlement Amount by the total number of workweeks of all Participating Class Members worked in California during the Class Period, and then multiplying the resulting figure by the number of workweeks of each Participating Class Member worked in California during the Class Period.

The amount you may be eligible to receive under the Settlement is listed in Section VI below. Each Class Payment will be allocated 80% as penalties and interest, to be reported on IRS Form 1099 (if applicable), and 20% as unpaid wages, to be reported on IRS Form W-2 and subject to payroll deductions. The wages portion of each Class Payment will be subject to reduction for the employee’s share of required tax withholdings and payroll deductions, and the employer’s share of taxes will be paid by Defendant separately and in addition to the Gross Settlement Amount. The Settlement Administrator shall issue any necessary IRS Form 1099 and Form W-2 statements to Participating Class Members for their respective share of the Net Settlement Amount.

If the Court grants final approval of the Settlement, Class Payments will be made by way of physical check and mailed to the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

VI. What is my estimated settlement payment?

While the precise amount of your share of the Class Payment with respect to the Net Settlement Amount is not known at this time, based upon the number of workweeks you worked for Defendant in the Supply Chain organization as a non-exempt or hourly-paid employee in California at any time during the Class Period, your share of the Net Settlement Amount (i.e., Class Payment) is estimated to be \$ _____, based on _____ workweeks from July 25, 2019 through August 24, 2025.

If you wish to dispute the workweeks credited to you, you must submit your dispute by way of written letter that is sent to the Settlement Administrator. The written letter must: (a) contain the case name and number of the Lawsuit (*Garrido v. Lowe’s Home Centers, LLC*, San Joaquin Case No. STK-CV-UOE-2023-7780); (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (d) clearly state that you dispute the number of workweeks credited to you and what you contend is the correct number to be credited to you; (e) include information and/or attach documentation demonstrating that the number of workweeks that you contend should be credited to you is correct; and (f) be returned to the Settlement Administrator at the address specified in Section IX below, postmarked **no later than [the Response Deadline]**.

VII. What claims am I giving up under the Settlement?

Upon the Court’s final approval of the Settlement, judgment will be entered fully and finally settling the Lawsuit as to all Participating Class Members.

As a result of the Settlement and judgment to be entered, Participating Class Members, Plaintiffs and their heirs, executors, administrators, attorneys, agents and assigns fully and finally release and forever discharge Defendant, any of its current, former, and future parents, successors, predecessors, affiliates, subsidiaries or related entities, and any of their current, former, and future officers, directors, members, shareholders, managers, human resources representatives, employees, agents, contractors, insurance carriers, representatives, or attorneys (collectively, the “Released Parties”) from any and all claims, rights, demands, liabilities and causes of action, whether known or

unknown, that were asserted or that could have been asserted based on the facts alleged in the operative complaints in the Lawsuit during the Class Period, including but not limited to, any and all claims for failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods, failure to permit and authorize rest periods, failure to provide accurate wage statements, failure to timely pay wages during employment, failure to timely pay final wages, unlawful withholdings, failure to maintain records, and unfair competition, claims under California Labor Code §§ 200-204, 206.5, 210, 218, 218.5, 218.6, 221, 222.5, 226, 226.3, 226.4, 226.7, 246, 248.1, 248.2, 248.5, 510, 511, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2100 *et seq.*, 2926, 2927, 6423 *et seq.*, any applicable California Industrial Welfare Commission Wage Order, California Code of Regulations, tit. 8, § 11000 *et seq.* (including but not limited to § 11070), the California Unfair Competition Law, California Business & Professions Code §§ 17200, *et seq.*, and any remedies for any of the claims described herein, including, damages, penalties, restitution, declaratory relief, equitable or injunctive relief, interest, attorneys’ fees and costs (the “Released Class Claims”) arising during the Class Period. As a result of this release, the Participating Class Members will be unable to bring a claim or seek recovery for any alleged violations of the Released Class Claims that took place during the Class Period.

VIII. How do I receive a payment?

Any Class Member who wishes to be considered for the Class Payment under this Settlement must not submit a Request for Exclusion. If you submit a timely and valid Request for Exclusion, you will not receive a Class Payment.

IX. How do I opt out of the Class Settlement?

In order to exclude yourself from the Class Settlement, you must submit a timely and valid written request to be excluded from the Class Settlement (“Request for Exclusion”) to the Settlement Administrator, Apex Class Action Administration, **postmarked** no later than **[INSERT DATE]**, at the following address:

Apex Class Action Administration

[ADDRESS]

[PHONE NUMBER]

A valid Request for Exclusion must: (i) state the case name and number of the Lawsuit (*Garrido v. Lowe’s Home Centers, LLC*, San Joaquin Case No. STK-CV-UOE-2023-7780); (ii) provide your name (and former names, if any), current address, current telephone number, and last four digits of your Social Security number; and (iii) clearly state that the you wish to be excluded from the Class Settlement.

Any Class Member who opts out of the Class Settlement may not object to the Class Settlement, will not receive a Class Payment, and will not be bound by the Class Settlement or Released Class Claims (as defined in Section VII above).

If you do not comply with these procedures and the deadline to submit a Request for Exclusion, you will lose any opportunity to exclude yourself from the Class Settlement, and your rights will be determined in this Lawsuit by the Settlement Agreement if it is approved by the Court.

X. How do I object to the Settlement?

If you want to object to the Settlement, you have two options: either (i) you can submit a written objection as detailed below, or (ii) you can appear in Court (or hire an attorney to appear in Court at your own expense) to present objections at the Final Approval Hearing. The date, time, and location of the Final Approval Hearing is set forth in Section XI below.

Any written objection (“Notice of Objection”) must be submitted to the Settlement Administrator, Apex Class Action Administration, at the address listed above in Section IX, **postmarked** no later than [INSERT DATE]. To be valid, the Notice of Objection must include the following: (i) the case name and number of the Lawsuit (*Garrido v. Lowe’s Home Centers, LLC*, San Joaquin Case No. STK-CV-UOE-2023-7780); (ii) your full name, signature, address, telephone number, and last four digits of your Social Security Number; (iii) a written statement of all grounds for the objection accompanied by any legal support for such objection; (iv) copies of any papers, briefs, or other documents upon which the objection is based; and (v) a statement whether you intend to appear at the Final Approval Hearing. The date, time, and location of the Final Approval Hearing is set forth in Section XI below.

If you do not comply with the procedures set forth above (including the deadline for Notice of Objection), you will lose any opportunity to have your objection considered by the Court or otherwise to contest the approval of the Settlement or to appeal from any orders or judgments entered by the Court in connection with the Settlement.

PLEASE NOTE: If you do not wish to be represented by Class Counsel, you may hire your own attorney at your own expense or you may represent yourself. If you hire your own attorney, the attorney must send a Notice of Appearance to the Settlement Administrator, Apex Class Action Administration, at [THE SETTLEMENT ADMINISTRATOR ADDRESS], so that it is **postmarked** on or before [INSERT DATE]. You will be responsible for any attorneys’ fees and costs charged by an attorney hired by you.

XI. When is the Court hearing and what is it for?

On [INSERT COURT HEARING DATE], the Honorable Jayne Lee will hold a public hearing in Department 10C of the Superior Court of the State of California for the County of San Joaquin, located at Stockton Courthouse, 180 E. Weber Ave. Stockton, California 95202, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel Fees and Costs, and whether to approve the Enhancement Awards.

Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval.

XII. Where can I get more information?

If you have questions about this Notice, the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a Class Member, you should contact the Settlement Administrator, Apex Class Action Administration, for more information or to request that a copy of this Notice be sent to you in the mail. You may also request a copy of the full Settlement Agreement. The Settlement Administrator may be contacted at:

Apex Class Action Administration

[ADDRESS]

[PHONE NUMBER]

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

QUESTIONS? CALL [INSERT TOLL-FREE NUMBER]

EXHIBIT B

1 **D.LAW, INC.**
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6 Attorneys for Plaintiff Alexis Garrido, on
7 behalf of himself and others similarly situated

8 *[Additional counsel listed on next page]*

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF SAN JOAQUIN**

11 ALEXIS GARRIDO and BERNICE
12 CARRILLO, individuals, on behalf of
themselves and others similarly situated,

13 Plaintiff,

14 vs.

15 LOWE'S HOME CENTERS, LLC., a North
16 Carolina limited liability company; and
17 DOES 1 through 50, inclusive,

18 Defendants.

Case No.: STK-CV-UOE-2023-7780

CLASS ACTION

Assigned for All Purposes To:

Hon. Jayne C. Lee

Dept.: 10C

FIRST AMENDED 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;
6. Violation of Labor Code § 221;
7. Violation of Labor Code § 204;
8. Violation of Labor Code § 203;
9. Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5; and
10. Violation of Business & Professions Code § 17200 *et seq.*
11. Penalties under PAGA Labor Code § 2698

Original Complaint Filed: July 25, 2023

Trial Date: None Set

DEMAND FOR JURY TRIAL

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16 Attorneys for Plaintiff BERNICE CARRILLO on behalf of herself and
all others similarly situated
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1 Plaintiffs ALEXIS GARRIDO and BERNICE CARRILLO (hereinafter “Plaintiffs”), on
2 behalf of themselves and other similarly situated non-exempt, hourly distribution center
3 employees employed by Defendants in California (collectively, “Employees”; individually,
4 “Employee”), complains of Defendants, and each of them, as follows:

5 **INTRODUCTION**

6 1. Plaintiffs bring this action on behalf of themselves and all current and former
7 Employees within the State of California who, at any time from four years prior to the filing of
8 this lawsuit, are or were employed at Lowe’s Distribution Centers as non-exempt, hourly
9 employees by Defendants LOWE’S HOME CENTERS, LLC (“LOWE’S”) and DOES 1 through
10 50, inclusive (all defendants being collectively referred to herein as “Defendants”). Plaintiffs
11 allege that Defendants, and each of them, violated various provisions of the California Labor
12 Code, relevant orders of the Industrial Welfare Commission (“IWC”), and the California Business
13 & Professions Code, and seeks redress for these violations.

14 2. Plaintiffs and the Class members worked as hourly, non-exempt Employees for
15 Defendants at their warehousing and distribution center facilities in California, including in
16 connection with receiving, warehousing, and shipping Defendants’ products for distribution to
17 Defendants’ various retail outlets in California and other locations. Defendants employed
18 Plaintiffs and the Class members at and based out of their California distribution center facilities,
19 including upon information and belief those in Perris, California and also in Stockton, California
20 in San Joaquin County. Plaintiffs and the other similarly situated Class members worked at
21 Defendants’ behest without being paid all wages due and without being provided all required
22 breaks. More specifically, Plaintiffs and the other similarly situated Class members were
23 employed by Defendants and shared similar job duties and responsibilities, were subjected to the
24 same policies and practices, and endured similar violations at the hands of Defendants as the other
25 Employee Class members who served in similar and related positions.

26 3. Defendants required Plaintiffs and the Employees in the Class to work off the clock
27 and failed to record accurate time worked by these Employees, failed to compensate them for all
28 hours worked by failing to pay the time Defendants subjected them to mandatory security

1 screening procedures, failed to pay them at the appropriate rates for all hours worked, failed to pay
2 all wages due and owing at termination or resignation, and provided Plaintiffs and the Class
3 members with inaccurate wage statements that prevented them from learning of these unlawful
4 pay practices. Defendants also failed to provide Plaintiffs and the Class members with lawful meal
5 and rest periods, as they were required to remain under Defendants' control and were otherwise
6 not provided with the opportunity to take full uninterrupted and duty-free rest periods and meal
7 breaks, as required by the Labor Code and the applicable paragraphs of the IWC Wage Orders.

8 4. Defendant LOWE'S HOME CENTERS, LLC is a North Carolina limited liability
9 company with its offices and headquarters located in North Carolina that maintains and operates
10 warehouse and distribution center facilities in California, including in the city of Stockton,
11 California in San Joaquin County. It lists its type of business with the California Secretary of State
12 as "Retail," and does not list a principal California address. LOWE'S HOME CENTERS, LLC is
13 listed as the employer on W2's and Wage Statements and Labor Code § 2810.5 notices provided
14 to Plaintiff, and upon information and belief the other similarly situated Class members.

15 5. This Court has jurisdiction over this Action pursuant to California Code of Civil
16 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
17 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
18 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
19 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
20 obligations and liabilities giving rise to this lawsuit occurred, at least in part in San Joaquin
21 County and at Defendants' distribution center facilities in San Joaquin County, along with those in
22 Riverside County and any other California distribution center locations.

23 6. The true names and capacities, whether individual, corporate, associate, or
24 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
25 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
26 Civil Procedure § 474. Plaintiffs are informed and believe and thereon allege that Defendants
27 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
28 some manner for the unlawful acts referred to herein. Plaintiffs will seek leave of court to amend

1 this Complaint to reflect the true names and capacities of the Defendants designated herein as
2 Does 1 through 50 when their identities become known.

3 7. Plaintiffs are informed and believes and thereon alleges that each Defendant acted
4 in all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
5 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
6 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
7 all respects as the employers or joint employers of Employees. Defendants, and each of them,
8 exercised control over the wages, hours or working conditions of Employees, created and
9 implemented the policies and practices that governed the employment of Plaintiffs and the Class
10 members and dictated their job duties and responsibilities, or otherwise suffered or permitted
11 Plaintiffs and the other Employee Class members to work, or engaged them, thereby creating a
12 common law employment relationship with the Employee Class members. Therefore, Defendants,
13 and each of them, employed or jointly employed the Employee Class members.

14 **FACTUAL BACKGROUND**

15 8. The Employees who comprise the Class, including Plaintiffs, are non-exempt
16 employees pursuant to the applicable Wage Order of the Industrial Welfare Commission (“IWC”).
17 During the period of four years prior to the filing of this action through its resolution, the
18 Employee Class members were employed by Defendants and worked in non-exempt positions at
19 the direction of Defendants in the State of California. Plaintiffs and the Class members were either
20 not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular
21 and overtime rates. Plaintiffs also contend that Defendants failed to pay Plaintiffs and the Class
22 members all wages due and owing, including by requiring off the clock work, failed to provide
23 meal and rest breaks, and failed to furnish accurate wage statements, all in violation of various
24 provisions of the California Labor Code and applicable paragraphs of IWC Wage Orders.

25 9. Plaintiffs served in distribution center and warehousing positions related receiving
26 products and transporting and inventorying and storing them. Plaintiffs worked with similarly
27 situated Employees including in positions also related to picking and packing inventory and
28 loading and shipping products to Defendants’ retail outlets. During the course of Plaintiffs and the

1 Class members' employment with Defendants, they were not paid all wages they were owed,
2 including for all work performed and all time under Defendants' control (resulting in "off the
3 clock" work) and for all their overtime hours worked. This has resulted in systematic and ongoing
4 violations of the California Labor Code and relevant IWC Wage Orders. Upon information and
5 belief, Defendants employ other non-exempt, hourly laborers in similar and related positions
6 based out of and at Defendants' distribution center facilities in California.

7 10. Timekeeping entries were recorded by Plaintiffs and the Class members in
8 Defendants' timekeeping system by badge scanning into Kronos time clocks. Plaintiff Garrido was
9 generally scheduled to work shifts of 12-13 hours, at least three days per week. His normally
10 scheduled hours were from 5:00 a.m. through 6:00 p.m., which included an automatically
11 deducted hour without pay, presumably for two meal breaks Defendants presumed were timely
12 provided and were uninterrupted by work demands. This also failed to account for the time it took
13 to walk to a break area and back or to pass through security screening twice, as detailed below.

14 11. Plaintiff Carrillo was subject to an alternative work schedule. She was scheduled to
15 work four, ten-hour shifts per week, but on busier days, she was required to work one additional
16 hour of mandatory overtime. She was required to start working five to ten minutes before the start
17 of her shift because she had to go through security measures, including waiting in line to be
18 searched for weapons and metal, prior to clocking in for her shift. She was not paid for this time,
19 even though: (1) no practical administrative difficulty of recording the additional time exists or
20 existed for Defendant during the relevant time period; (2) it is or was feasible for Defendant to
21 determine or estimate the average time it takes each employee to perform these pre-shift tasks, as
22 Class Members at issue in this action were required to perform the same pre-shift tasks prior to
23 clocking in for the day. *See Troester v. Starbucks Corp.*, 5 Cal.5th 829 (2018).

24 12. Plaintiffs and the Class members were subjected to and experienced violations at
25 Defendants' hands that flowed directly from Defendants' uniformly applied policies and practices.
26 The most glaring violations occurred based on Defendants' refusal to pay for time spent in
27 security screening lines and walking and waiting and badge swiping and the like. There was a
28 separate security office and search area Plaintiffs and the Employees in the Class had to first pass

1 through before entering the main building and walking to a time clock to clock in.

2 13. To begin their scheduled work shifts, Plaintiffs and Class Members would park
3 their cars and walk to the security office, where they would scan their Employee badge at the
4 outside area and then would stand in line to wait their turn to pass through the security screening.
5 When they advanced in the line to the main screening area, Plaintiffs were required to place their
6 personal bag or items on the screening table for the Lowe's security personnel to search and
7 inspect. Meanwhile, Plaintiffs would walk through the metal detector to be scanned and then
8 would reclaim their items. Then they would walk through the remainder of the security screening
9 area and scan their badge when exiting as well, as they were required to do so under Defendants'
10 uniformly applied security screening policies and practices. Plaintiffs would then walk into the
11 main warehouse building area and walk past lockers and bathrooms to arrive at a company time
12 clock. Plaintiffs would then scan their badge once again to enter their arrival times for their work
13 shift and then would walk to their work area and begin working. Thus Plaintiffs and Class
14 members were required to scan their badges at least three times to pass through security screening
15 and then clock in for their scheduled shift.

16 14. Plaintiffs were expected to be ready at their workstation at the start of their
17 scheduled work shift, and they would continue unloading and scanning and transporting pallets of
18 products to their appropriate warehouse locations. When the time came for a first rest break,
19 Plaintiffs would walk to the designated break area. It took them a couple minutes to walk to the
20 designated break area and then back to their workstation at the end of the break to continue
21 working. This walk time inherently shortened rest breaks to be substantially less than the required
22 ten minute duration, thus constituting ongoing rest break violations.

23 15. If Plaintiffs left the building when they were permitted to take a meal period break,
24 they were required to clock out and then clock back in at its completion, again at the clocks inside
25 the warehouse. Plaintiffs and other similarly situated Class members were then again required to
26 endure further security screening to scan their badges to exit and scan their badges to reenter the
27 building, have their bags searched, and complete the security screening process, again without
28 being compensated for this time under Defendants' control.

1 16. A similar process followed when Plaintiffs were leaving the distribution center at
2 the end of their shifts, sans one badge swipe. Plaintiffs and the other Class members were not
3 required to clock out at one of the time clocks in the main warehouse building area to leave for the
4 day and instead were instructed to walk to the security screening and scanning area and swipe their
5 badge there to demarcate the clock entry for the end of the shift. Plaintiffs were then required to
6 walk into the security screening area, wait in line for screening, place their bags on the table for
7 inspection, walk past the screening area, and scan their badge again at the Kronos clock machine
8 at the entrance of the security screening area to only then be able to leave for the day. Thus
9 Plaintiffs were required to clock out before passing through security for their work shift and then
10 pass through screening and scan their badge to exit and walk off Defendants' premises.

11 17. Defendants implemented a company-wide six minute "grace period" meaning
12 Plaintiffs and the other Class members would not be reprimanded or otherwise face adverse
13 consequences in the event they took less than six minutes to scan a badge for shift start, wait in
14 line, have bags inspected, pass through screening, scan a badge again, go to a locker or the
15 bathroom, and walk for at least a couple minutes to a time clock in the main warehouse building
16 area. Again, this six minute grace period really meant that Defendants would round this time
17 away from employees and they would not get in trouble only if they were at their work areas and
18 ready to go for their scheduled shift start time. This difficult and unlawful timing requirement
19 forced Employees to arrive at work five to ten minutes early at least so they could pass through
20 screening and complete all the badge scanning required and walking and waiting and be at their
21 work stations at their scheduled shift start times.

22 18. However, Defendants curiously required Plaintiffs and the Class members to use a
23 time clock in the main building when exiting and reentering the distribution center facilities for
24 any meal period break time. They still were required to scan badges when entering and exiting the
25 security office and area, but would be reprimanded if they did not clock back in or out using the
26 main building time clocks. In other words, Employees were permitted to clock out at the entrance
27 to the security screening area rather than the main building only when exiting the building for the
28 day.

1 19. In view of the above described systematic off the clock work, in substantial
2 proportion before his scheduled shift start time, Plaintiffs began incurring work hours well before
3 they were credited for them and began incurring overtime hours earlier than the recorded time for
4 eight or ten hours in his shift. Additionally, Plaintiffs began incurring overtime hours worked
5 beyond forty hours in a work week well before they were credited for doing so, thus resulting in
6 further underpayment of overtime premium wages. Defendants never counted the substantial hours
7 worked before and after work shifts for regular rate or overtime premium rate payments.
8 Additionally, Plaintiffs and the other Class members received performance based bonuses and
9 upon information and belief other additional forms of remuneration such as shift differentials
10 However, in the event Defendants paid Plaintiffs overtime and double time, they underpaid it by
11 failing to include such bonuses or differential or other forms of remuneration in the regular hourly
12 rate used to calculate and pay that overtime and double time.

13 20. Plaintiffs were therefore not paid for all their hours worked at the required
14 minimum, overtime and double time wage rates due to Defendants' uniformly applied and
15 unlawful policy and practice of requiring him to work off the clock and remain under Defendants'
16 control without pay. Defendants systematically underpaid Plaintiffs and the Class members by
17 failing to pay them at the required overtime rates for all hours over eight in a work shift or over
18 forty in a work week, and all hours over twelve in a day at the required double time rate. Upon
19 information and belief, the Class members were bound by similar scheduling and timekeeping
20 policies and endured similar violations at Defendants' hands as Plaintiffs.

21 21. Defendants have either failed to maintain timekeeping records for Plaintiffs that
22 would permit Plaintiffs to discover the nature and extent of the off the clock work Defendants
23 required and the actual hours Plaintiffs worked or the breaks they received or have otherwise
24 declined to produce them to Plaintiffs in response to a timely and lawful records request. By
25 failing to pay for all hours worked, and by under-recording regular hours to the detriment of the
26 Class members, including by not compensating for security screening time and time walking to
27 clock in, Defendants have committed knowing and intentional ongoing violations of the record
28 keeping requirements under the Labor Code, including section 1174, by either failing to maintain

1 records or retaining inaccurate ones.

2 22. The failure to pay for all hours worked and underpayment of wages to Plaintiffs
3 and the Class members is and has been a direct consequence of Defendants' unlawful
4 compensation policies and practices, which upon information and belief applied uniformly to the
5 Class members working at Defendants' facilities throughout California. As a result of the above-
6 described unlawful requirements to work off the clock, the failure to accurately record all hours
7 worked and pay wages at the correct rates, and the other wage violations they endured at
8 Defendants' hands, Plaintiffs and the Class members were not properly paid all wages earned and
9 all wages owed to them by Defendants, including when working more than eight hours in any
10 given day and/or more than forty hours in any given week.

11 23. Therefore, from at least four years prior to the filing of this lawsuit and continuing
12 to the present, Defendants had a consistent policy or practice of failing to pay Employees for all
13 hours worked and failing to pay minimum wages for all time worked, as required by California
14 law. Also, from at least four years prior to the filing of this lawsuit and continuing to the present,
15 Defendants had a consistent policy or practice of failing to pay Employees overtime compensation
16 at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a
17 week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of
18 Labor Code § 510 and the corresponding sections of IWC Wage Orders.

19 24. Defendants also failed to provide Plaintiffs and the Class members with their
20 required first and second meal periods and the three ten-minute rest breaks required for shifts
21 scheduled at over 12 hours in duration. The above described off the clock work contributed to
22 Defendants' common policy of failing to provide lawful meal periods to Plaintiffs and the Class
23 members, as required under the Labor Code and Paragraph 11 of the IWC Wage Order(s).
24 Defendants similarly failed to authorize and permit Plaintiffs and the employee Class Members to
25 take all required 10-minute rest breaks, as required under the Labor Code and Paragraph 12 of the
26 IWC Wage Order(s). Defendants failed to pay meal period or rest break premiums for all meal
27 periods they unlawfully provided or failed to provide, or else failed to include all forms of
28 remuneration received during the pay period in any regular rate calculation used to calculate and

1 pay meal period premiums.

2 25. Plaintiffs and the Class members endured systematic and ongoing meal period
3 violations under Defendants' policy and practice or either not providing meal and rest periods or
4 providing them untimely and for shortened durations. Plaintiffs were expected to be ready at their
5 workstation at the start of their scheduled work shift, and they would continue unloading and
6 scanning and transporting pallets of products to their appropriate warehouse locations. When the
7 time came for a first rest break, Plaintiffs would walk to the designated break area, and it took
8 them a couple minutes to walk to the designated break area and then back to their workstation at
9 the end of the break to continue working. This walk time inherently shortened rest breaks to be
10 substantially less than the required ten minute duration, thus constituting ongoing rest break
11 violations.

12 26. If Plaintiffs left the building when they were permitted to take a meal period break,
13 they were required to clock out and then clock back in at its completion, again at the clocks inside
14 the warehouse. Plaintiffs and other similarly situated Class members were then again required to
15 endure further security screening to scan their badges to exit and scan their badges to reenter the
16 building, have their bags searched, and complete the security screening process, again without
17 being compensated for this time under Defendants' control.

18 27. Plaintiff Garrido's breaks were often scheduled by Defendants and he would
19 generally take his first meal period at 9:30 a.m. or so, at about four and a half hours into the shift.
20 If a second meal period were provided, it would generally come 2-3 hours after the first, around
21 1:00 p.m. After the second meal, Plaintiff Garrido was required to continue working around five
22 more hours before the end of his shift. Given Plaintiff Garrido's generally scheduled shifts of 12
23 hours or more, Defendants cannot rely upon any alleged meal period waivers. Defendants also
24 enacted and enforced very strict production requirements based on how long Defendants thought it
25 should take for Employees to perform various tasks like scanning packages and the like. They
26 were referred to as quotas, and Plaintiff Garrido was expected to score a 100% or he faced
27 disciplinary action. In fact, the primary reason Defendants cited for Plaintiff Garrido's termination
28 was his failure to meet these performance requirements, which thus compelled Plaintiff Garrido

1 and the Class members to work through or otherwise take shortened breaks if necessary.

2 28. Additionally, if Plaintiffs and the Class members wanted to leave the warehouse
3 premises during a meal period break, Defendants still expected them to be at their workstations
4 after 30 minutes, as they were expected to do at the shift start times. However, the walking
5 distance and the time required to wait for and pass through security screening procedures cut at
6 least approximately ten minutes off, thus reducing actual break time to a fraction of the required
7 30 minutes. Plaintiffs and the Class members are under Defendants' control during all these times
8 and they must be paid as hours worked under California law. Upon information and belief,
9 Defendants failed to pay meal period premiums under Labor Code § 226.7 for these ongoing
10 violations. To the extent Defendants paid any such premiums, they underpaid them upon
11 information and belief by failing to include all forms of remuneration such as bonuses and shift
12 differentials in the regular rate used to calculate and pay the penalty premium.

13 29. Defendants thus failed to provide all the legally required unpaid, off-duty meal
14 periods and all the legally required paid, off-duty rest periods to Plaintiffs and the other Class
15 members, as required by the applicable Wage Order and Labor Code. Plaintiffs and other Class
16 members were required to perform work as ordered by Defendants for more than five hours during
17 a shift without receiving compliant meal periods. Additionally, as addressed above, Defendants
18 followed a practice of requiring off the clock work in a manner that would impact when
19 Employees were to receive meal periods and rest breaks, thus leading to further violations.

20 30. Upon information and belief, Defendants' systems did not automatically generate a
21 meal period premium under Labor Code § 226.7 for meal periods that commenced after five hours
22 into a work shift or in the event the time punch records reflected a meal period of less than 30
23 minutes or a missed meal. However, upon information and belief, in the event Defendants did pay
24 any meal period premiums, they did so at the employee's customary regular rate of hourly
25 compensation without including all forms of remuneration in that hourly rate calculation, for
26 example by omitting bonuses or shift differentials and the like from the rate at which meal
27 premiums were paid.

28 31. Defendants thus followed uniformly applied policies of not providing all required

1 meal periods to their Employees. Meal periods were often not properly provided, as work
2 demands impermissibly shortened their breaks or rendered them untimely. Even when Plaintiffs
3 and the Class members were able to take a meal period, it was often provided for less than the
4 required 30 minutes or was otherwise interrupted by work duties or was taken after the fifth hour
5 of work. Additionally, as addressed above, Defendants followed a practice of requiring off the
6 clock work in a manner that would impact when Employees were to receive meal periods and rest
7 breaks, thus leading to further violations.

8 32. As a result, Defendants' failure to provide Plaintiffs and the Class members with all
9 legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest
10 periods is and will be evidenced by Defendants' business records, or lack thereof. As further
11 detailed above, Defendants also failed to pay Employees "premium pay," i.e. one hour of wages at
12 each Employee's effective regular hourly rate of compensation for each meal period or rest break
13 that Defendants failed to provide or deficiently provided.

14 33. Therefore, for at least four years prior to the filing of this action and through to the
15 present, Plaintiffs and the Class members were unable to take off-duty breaks or were otherwise
16 not provided with the opportunity to take required breaks as required under the Labor Code and
17 Wage Orders due to Defendants' policies and practices. On the occasions when Plaintiffs and the
18 Class members were provided with a meal period, it was often untimely or interrupted, or was
19 impermissibly shortened, and Employees were not provided with one hour's wages at their regular
20 rate in lieu thereof. Meal period violations thus occurred in one or more of the following manners:

- 21 (a) Class members were not provided full thirty-minute duty free meal periods
22 for work days in excess of five hours and were not compensated one hour's
23 wages in lieu thereof, or were not compensated at the correct regular rate of
24 compensation, all in violation of, among others, Labor Code §§ 226.7, 512,
25 and the applicable Industrial Welfare Commission Wage Order(s);
- 26 (b) Class members were not provided second full thirty-minute duty free meal
27 periods for work days in excess of ten hours;

- 1 (c) Class members were required to work through at least part of their daily
- 2 meal period(s);
- 3 (d) Meal periods were provided after five hours of continuous work during a
- 4 shift; and
- 5 (e) Class members were restricted in their ability to take a full thirty-minute
- 6 meal period or to leave Defendants' premises.

7 34. Similar violations resulted from Defendants' failure to authorize and permit
8 Plaintiffs and the Class members to take duty-free, net ten minute rest breaks for every four hours
9 of shift work, or major fraction thereof. Plaintiffs and the other similarly situated Class members
10 were either not authorized permitted the opportunity to take a rest break, or were required to
11 remain under Defendants' control and respond to instructions and job demands. Upon information
12 and belief, Defendants thus also failed to authorize and permit employees to leave the premises
13 during rest breaks, evidencing Defendants' policy and practice of requiring Plaintiffs and the Class
14 members to remain under their control during required off-duty rest break times. Defendants'
15 uniformly applied policies and practices thus resulted in untimely and shortened or on-duty rest
16 breaks when they were authorized and permitted. Defendants generally scheduled two rest breaks
17 per twelve hour shift, around 2.5 hours after the shift start and 2.5 hours before the shift end time.
18 Despite Plaintiff's shifts spanning more than 12 hours, Defendants neglected to schedule or
19 otherwise authorize and permit Employees to take third rest breaks.

20 35. During rest periods, employers must relieve employees of all duties and relinquish
21 control over how employees spend their time. Plaintiffs and the Class members were and are under
22 Defendants' control when they are working through rest breaks. Defendants have also provided
23 either impermissibly shortened or untimely rest breaks to Plaintiffs and the Class members.
24 Plaintiffs and the Employees in the Class were thus not authorized and permitted to take lawful
25 rest periods, were systematically required by Defendants to work through or during breaks, and
26 were not provided with one hour's wages in lieu thereof. They were required to remain on duty
27 during breaks or portions of their breaks, thus making them either untimely or shortened and on-
28 duty, and they were also prevented from leaving the premises during rest breaks under

1 Defendants' policies and practices. Rest period violations therefore arose in one or more of the
2 following manners:

- 3 (a) Class members were required to work without being provided a minimum
4 ten minute rest period for every four hours or major fraction thereof worked
5 and were not compensated one hour of pay at their regular rate of
6 compensation for each workday that a rest period was not provided;
- 7 (b) Class members were not authorized and permitted to take timely rest
8 periods for every four hours worked, or major fraction thereof; and
- 9 (c) Class members were required to remain on duty during rest periods or
10 otherwise had their rest periods interrupted by work demands.

11 36. From at least four years prior to the filing of this lawsuit and continuing to the
12 present, Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or
13 deducting the Employees' earned wages, including by the above described off the clock work and
14 on-duty work while on unpaid meal breaks. By not compensating Employees for all hours worked,
15 Defendants unlawfully deducted wages earned in violation of Labor Code § 221.

16 37. Defendants also violated California Labor Code § 246 by not providing all required
17 paid sick days to Plaintiffs and the Class Members. Labor Code § 246 provides that an Employee
18 who "works in California for the same employer for 30 or more days within a year from the
19 commencement of employment is entitled to paid sick days as specified in this section."
20 Defendants failed to provide Plaintiffs and the other similarly Aggrieved Employees with all their
21 required and earned sick days, in violation of Labor Code § 246. Additionally and upon
22 information and belief, Defendants have failed to provide COVID-19 supplemental sick leave to
23 the Class members during the relevant time period, including by failing to provide two work
24 weeks of COVID-19 supplemental paid sick leave as required under Labor Code §§ 248.1 and
25 248.2 and including damages and penalties as these sections are enforced through Labor Code §
26 248.5, which requires that: "If paid sick days were unlawfully withheld, the dollar amount of paid
27 sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250),
28 whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars

1 (\$4,000), shall be included in the administrative penalty.” Plaintiffs accordingly seek this relief
2 available for Defendants’ failure to provide Employees with all their required and earned sick days
3 and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2,
4 and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1,
5 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys’ fees and
6 costs pursuant to Labor Code § 2699(g)(1).

7 38. As a result of these illegal policies and practices, Defendants also engaged in and
8 enforced the following additional unlawful practices and policies against Plaintiffs and the Class
9 members he seeks to represent:

- 10 (a) failing to pay all wages owed to Class members who either were
11 discharged, laid off, or resigned in accordance with the requirements of
12 Labor Code §§ 201, 202, 203;
- 13 (b) failing to pay all wages owed to the Class members twice monthly in
14 accordance with the requirements of Labor Code § 204;
- 15 (c) failing to pay Class members all wages owed, including all meal and rest
16 period premium wages, and failing to pay them at the regular rate of
17 compensation;
- 18 (d) failing to maintain accurate records of Class members’ hours worked and
19 earned wages and meal periods in violation of Labor Code §§ 226 and
20 1174(d) and section 7 of the applicable IWC Wage Orders; and
- 21 (e) failing to produce timekeeping records in response to Plaintiff’s timely and
22 lawful request to receive them under these authorities.

23 39. Defendants have also consistently failed to provide Plaintiffs and Class members
24 with timely, accurate, and itemized wage statements, in writing, as required by California wage-
25 and-hour laws, including by the above-described requirement of off the clock work, failure to pay
26 all overtime and double time wages owed, and failure to pay premium wages for unprovided or
27 otherwise unlawful meal and rest breaks, or by miscalculating any overtime or meal period or rest
28 break premium wages. Defendants have also made it difficult to account with precision for the

1 unlawfully withheld wages and meal and rest period compensation owed to Plaintiffs and the
2 Class, during the liability period, including to the extent they did not calculate the regular rate of
3 pay correctly when paying overtime or meal period premiums and because they did not implement
4 and preserve a record-keeping method as required for non-exempt employees by California Labor
5 Code §§ 226, 1174(d), and paragraph 7 of the applicable California Wage Orders. Upon
6 information and belief, time clock punches were not maintained or were not accurately maintained
7 for work shifts and meal periods, which were automatically presumed by Defendants to have been
8 lawfully provided when they were not. Defendants also failed to accurately record and pay for all
9 regular and overtime hours worked and submitted by Plaintiffs and the Class members, including
10 by failing to pay all overtime hours at the correctly calculated overtime premium rate.

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

20 41. Defendants also required Plaintiffs and the Class members to work hours off the
21 clock for which they were not compensated. They were also required to endure off the clock work
22 and failure to pay all wages as addressed above and during interrupted or otherwise on-duty meal
23 and rest periods and were not provided with sick pay and supplemental sick leave. Defendants also
24 failed to pay all overtime premium wages owed for work conducted on a work shift and a work
25 day, as addressed above. Therefore, Defendants have also followed a uniform and consistent
26 policy of failing to pay all wages owed to Plaintiffs and other similarly situated Employees at the
27 time of their termination or within seventy-two hours of their resignation, as required by
28 California wage-and-hour laws, including Labor Code §§201-203.

1 Defendants' policy and/or practice of failing to authorize and permit Employees to take
2 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
3 thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

4 e. Subclass 5. Wage Statement Subclass. All Class members who, within the
5 applicable limitations period, were not provided with accurate itemized wage statements.

6 f. Subclass 6. Unauthorized Deductions from Wages Subclass. All Class members
7 who were subject to Defendants' policy and/or practice of deducting wages earned from their pay,
8 including by requiring off the clock work.

9 g. Subclass 7. Failure to Timely Pay Wages Twice Monthly Subclass. All Class
10 members who were subject to Defendants' policy and practice of not timely paying all wages
11 earned when they were due and payable at least twice monthly.

12 h. Subclass 8. Termination Pay Subclass. All Class members who, within the
13 applicable limitations period, either voluntarily or involuntarily separated from their employment
14 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
15 termination.

16 i. Subclass 9. Payroll Records Subclass. All Class members who were subject to
17 Defendants' policy and/or practice of failing to keep accurate time and wage records as required
18 by California wage-and-hour laws.

19 j. Subclass 10. UCL Subclass. All Class members who are owed restitution as a
20 result of Defendants' business acts and practices, to the extent such acts and practices are found to
21 be unlawful, deceptive, and/or unfair.

22 45. Plaintiffs reserve the right under California Rule of Court 3.765 to amend or
23 modify the class description with greater particularity or to provide further division into subclasses
24 or limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class
25 against Defendants, the Class Period should be adjusted accordingly.

26 46. Defendants, as a matter of company policy, practice and procedure, and in violation
27 of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements,
28 and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged

1 in a practice whereby Defendants failed to correctly calculate and pay compensation for the time
2 worked by the Plaintiffs and the other members of the Class, even though Defendants enjoyed the
3 benefit of this work, required Employees to perform this work and permitted or suffered to permit
4 this work. Defendants have uniformly denied these Class members wages to which these
5 employees are entitled, and failed to provide meal periods or authorize and permit rest periods, in
6 order to unfairly cheat the competition and unlawfully profit.

7 47. 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 this litigation and the proposed Class is easily ascertainable from the employment
10 records for Plaintiffs and the Class members that Defendants are required to maintain under
11 California law.

12 **A. Numerosity**

13 48. The potential members of the class as defined are so numerous that joinder of all
14 the member of the class is impracticable. While the precise number of class member has not been
15 determined at this time, Plaintiffs were informed and believes that Defendants employ or, during
16 the time period relevant to this lawsuit employed, at least hundreds of Employees who satisfy the
17 Class definition within the State of California. Plaintiffs allege that Defendants' employment
18 records will provide information as to the number and location of all Class members.

19 **B. Commonality**

20 49. There are questions of law and fact common to the Class that predominate over any
21 questions affecting only individual Class members. The common questions are numerous and
22 substantial and flow from Defendants' uniform policies and/or practices of violating the California
23 Labor Code addressed above. As such, these common questions predominate over individual
24 questions concerning each individual Class Member's showing as to his or her eligibility for
25 recovery or as to the amount of damages. These common questions of law and fact include:

- 26 a. Whether Defendants failed to pay Employees minimum wages;
- 27 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 28 c. Whether Defendants failed to pay Employees overtime as required under

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- Labor Code § 510;
- d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable 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 authorize and permit Employees to take requisite rest breaks or provide premium pay in lieu thereof;
 - f. Whether Defendants violated California Labor Code §§ 246 and 248.1 by not providing employees with all required sick days and COVID-19 supplemental sick leave;
 - g. Whether Defendants violated Labor Code § 226(a) by providing Employees with inaccurate wage statements;
 - h. Whether Defendants violated Labor Code § 221;
 - i. 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;
 - j. Whether Defendants' conduct was willful;
 - k. Whether Defendants violated Labor Code § 226 and § 1174 and the IWC Wage Orders by failing to maintain accurate records of Class members' earned wages and work periods;
 - l. Whether Defendants violated Labor Code § 1194 by failing to compensate all Employees during the relevant time period for all hours worked, whether regular or overtime;
 - m. Whether Defendants violated Labor Code § 204 by failing to pay Employees all wages earned at least twice monthly;
 - n. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
 - o. Whether Employees are entitled to equitable relief pursuant to Business and

C. Typicality

50. The claims of the named plaintiffs are typical of those of the other Employees. The Employee Class members all sustained injuries and damages arising out of and caused by Defendants' common course of conduct and uniformly applied policies in violation of statutes, as well as regulations, which have the force and effect of law, as alleged herein. Plaintiffs' claims for the off the clock work and meal and rest violations he was required to endure are typical of those of the other Class members.

D. Adequacy of Representation

51. Plaintiffs will fairly and adequately represent and protect the interest of the Employee Class members. Counsel who represents Plaintiffs and the Employees in the Class are experienced and competent in litigating employment class actions.

E. Superiority of Class Action

52. 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 in the Class has been damaged and is entitled to recovery by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

53. As to the issues raised in this case, a class action is superior to all other methods for the fair and efficient adjudication of this controversy, as joinder of all Class members is impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class members. Further, as the economic or other loss suffered by vast numbers of Class members may be relatively small, the expense and burden of individual actions makes it difficult for the Class members to individually redress the wrongs they have suffered. Moreover, in the event disgorgement is ordered, a class action is the only mechanism that will permit the employment of a fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in managing this case as a class action, and proceeding on a class-wide basis will permit Employees to vindicate their rights for violations they endured which they would otherwise be foreclosed

1 from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to them.

2 54. Class action treatment will allow those persons similarly situated to litigate their
3 claims in the manner that is most efficient and economical for the parties and the judicial system.
4 Plaintiffs were unaware of any difficulties in managing this case that should preclude class
5 treatment. Plaintiffs contemplate the eventual issuance of notice to the proposed Class members
6 that would set forth the subject and nature of the instant action. The Defendants' own business
7 records can be utilized for assistance in the preparation and issuance of the contemplated notices.
8 To the extent that any further notice is required additional media and/or mailings can be used.

9 55. Defendants, as prospective and actual employers of the Employees in the Class,
10 had a special fiduciary duty to disclose to prospective Class members the true facts surrounding
11 Defendants' pay practices, policies and working conditions imposed upon the similarly situated
12 Employees as well as the effect of any alleged arbitration agreements that may have been forced
13 upon them. In addition, Defendants knew they possessed special knowledge about pay practices
14 and policies, most notably intentionally refusing to pay for all hours actually worked which should
15 have been recorded in Defendants' pay records and the consequence of the alleged arbitration
16 agreements and policies and practices on the Employees and Class as a whole.

17 56. Plaintiffs and the Employees in the Class did not discover the fact that they were
18 entitled to all pay under the Labor Code until shortly before the filing of this lawsuit nor was there
19 ever any discussion about Plaintiffs' and the Class's waiver of their Constitutional rights of trial
20 by jury, right to collectively organize and oppose unlawful pay practices under California law as
21 well as obtain injunctive relief preventing such practices from continuing. As a result, the
22 applicable statutes of limitation were tolled until such time as Plaintiffs and the Class members
23 discovered their claims.

24 **FIRST CAUSE OF ACTION**
25 **FAILURE TO PAY MINIMUM WAGES**
26 **(Against All Defendants)**

27 57. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
28 full herein.

1 58. Defendants failed to pay Employees minimum wages for all hours worked.
2 Defendants had a consistent policy of failing to pay Employees for all hours worked. Employees
3 would work hours and not receive wages, including as alleged above in connection with off the
4 clock work and rounding and time shaving, and including all the time required to remain on duty
5 and under Defendants' control during breaks and due to the work demands placed upon them by
6 Defendants' management and customers. Defendants' uniformly applied policies required
7 systematic off the clock work and underpayment of all wages owed to Employees over a period of
8 time, while benefiting Defendants. During the relevant time period, Defendants thus regularly
9 failed to pay minimum wages to Plaintiffs and the Class members, including by requiring
10 systematic off the clock work. To the extent any local wage ordinances were also applicable to
11 paying the employees an hourly rate above the minimum wage rate, Defendants failed to comply
12 with the local wage ordinances. Defendants' uniform pattern of unlawful wage and hour practices
13 manifested, without limitation, applicable to the Class as a whole, as a result of implementing a
14 uniform policy and practice that denied accurate compensation to Plaintiffs and the other members
15 of the Class as to minimum wage pay.

16 59. In California, employees must be paid at least the then applicable state minimum
17 wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and
18 paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Additionally, pursuant
19 to California Labor Code § 204, other applicable laws and regulations, and public policy, an
20 employer must timely pay its employees for all hours worked. Defendants failed to do so.

21 60. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states:
22 "The minimum wage for employees fixed by the commission is the minimum wage to be paid to
23 employees, and the payment of a less wage than the minimum so fixed is unlawful." The
24 applicable minimum wage rate fixed by the commission for work during the relevant period is
25 found in the Wage Orders.

26 61. The minimum wage provisions of California Labor Code are enforceable by private
27 civil action pursuant to Labor Code § 1194(a) which states: "Notwithstanding any agreement to
28 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal

1 overtime compensation applicable to the employee is entitled to recover in a civil action the
2 unpaid balance of the full amount of this minimum wage or overtime compensation, including
3 interest thereon, reasonable attorney's fees and costs of suit."

4 62. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
5 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
6 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
7 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
8 all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in
9 the absence of a contractually agreed upon one.

10 63. The applicable Wage Order provides that employees in California subject to a valid
11 alternative workweek schedule are entitled to, "one and one-half times the employee's regular rate
12 of pay for any work in excess of the regularly scheduled hours in any workday beyond the
13 schedule established by the agreement or those hours over 10 and up to 12 hours a day or beyond
14 40 hours per week."

15 64. Labor Code § 511 provides that "an affected employee working longer than eight
16 hours but not more than 12 hours in a day pursuant to an alternative workweek schedule adopted
17 pursuant to this section shall be paid an overtime rate of compensation of no less than one and
18 one-half times the regular rate of pay of the employee for any work in excess of the regularly
19 scheduled hours established by the alternative workweek agreement and for any work in excess of
20 40 hours per week."

21 65. In committing these violations of the California Labor Code, Defendants
22 inaccurately recorded, or required Plaintiffs and the Class members to input times that did not
23 reflect their actual hours worked, or miscalculate hours or rates or otherwise underpaid the actual
24 time worked by Plaintiffs and other members of the Class, including by requiring off the clock
25 work as addressed in detail above. Defendants acted in an illegal attempt to avoid the payment of
26 all earned wages, and other benefits in violation of the California Labor Code, the Industrial
27 Welfare Commission requirements and other applicable laws and regulations. As a result of these
28 violations, Defendants also failed to timely pay all wages earned in accordance with California

1 Labor Code § 1194.

2 66. California Labor Code § 1194.2 also provides for the following remedies: “In any
3 action under Section 1194 . . . to recover wages because of the payment of a wage less than the
4 minimum wages fixed by an order of the commission, an employee shall be entitled to recover
5 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

6 67. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
7 1197.1, Plaintiffs and Class members are entitled to recover a penalty of \$100.00 for the initial
8 failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to
9 pay each employee minimum wages.

10 68. Pursuant to California Labor Code § 1194.2, Plaintiffs and Class members are
11 further entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid and
12 interest thereon.

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

16 70. Plaintiffs and the Class members are entitled to recover the unpaid minimum wages
17 (including double minimum wages) and local wage ordinance wages and liquidated damages in an
18 amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s
19 fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiffs and the other
20 members of the Class further request recovery of all unpaid wages, according to proof, interest,
21 statutory costs, as well as the assessment of any statutory penalties against Defendants, in a sum as
22 provided by the California Labor Code and/or other applicable statutes. To the extent minimum
23 wage compensation is determined to be owed to the Class members who have terminated their
24 employment, Defendants’ conduct also violates Labor Code §§ 201 and/or 202, and therefore
25 these individuals are also be entitled to waiting time penalties under California Labor Code § 203,
26 which penalties are sought herein on behalf of these Class members. Defendants’ failure to timely
27 pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code §
28 226 because they resulted in the issuance of inaccurate wage statements. Defendants’ conduct as

1 alleged herein was willful, intentional and not in good faith. Further, Plaintiffs and other Class
2 members are entitled to seek and recover statutory costs.

3
4 **SECOND CAUSE OF ACTION**

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

6 **(Against All Defendants)**

7 71. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
8 full herein.

9 72. California Labor Code § 1194 provides that “any employee receiving less than the
10 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
11 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
12 compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” The action
13 may be maintained directly against the employer in an employee’s name without first filing a
14 claim with the Division of Labor Standards and Enforcement.

15 73. By their conduct, as set forth herein, Defendants violated Labor Code § 1194 and
16 Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the
17 Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular
18 hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40)
19 hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any
20 one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12)
21 hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of
22 work in a workweek.

23 74. Defendants had a consistent policy of not paying Employees wages for all hours
24 worked, including by rounding and requiring off the clock work as addressed above, by under-
25 reporting actual hours worked, and by requiring Employees to do so as well. Defendants have also
26 failed to include all forms of remuneration in the regular rate of pay used to calculate and pay
27 overtime and double time, and failed to begin paying overtime or double time when it was
28 incurred due to the off the clock work, as detailed above.

1 75. Defendants thus had a consistent policy of not paying Employees wages for all
2 hours worked, including hours at their required regular, overtime, and double-time rates.
3 Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted
4 and/or modified certain employees' hours, including Plaintiff's, or otherwise caused them to work
5 off the clock to avoid paying Plaintiffs and the Class members all earned and owed straight time
6 and overtime wages and other benefits, in violation of the California Labor Code, the California
7 Code of Regulations and the IWC Wage Orders and guidelines set forth by the Division of Labor
8 Standards and Enforcement. Defendants have also violated these provisions by requiring Plaintiffs
9 and other similarly situated Class Members to work through meal periods or remain under
10 Defendants' control when they were required to be clocked out or to otherwise work off the clock
11 to complete their daily job duties and respond to demands from customers and managers.

12 76. Therefore, Employees were not properly compensated, nor were they paid overtime
13 rates for hours worked in excess of eight hours in a given day, and/or forty hours in a given week.
14 Based on information and belief, Defendants did not make available to Employees a reasonable
15 protocol for correcting time records when Employees worked overtime hours or to fix incorrect
16 time entries or those that Defendants unlawfully under-recorded to the Employee's detriment.
17 Defendants have also violated these provisions by requiring Plaintiffs and other similarly situated
18 Class members to work through meal periods when they were required to be clocked out or to
19 otherwise work off the clock to complete their daily job duties.

20 77. Defendants' failure to pay Plaintiffs and the Class members the unpaid balance of
21 regular wages owed and overtime compensation for all hours worked, as required by California
22 law, violates the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the applicable
23 IWC Wage Order, and is therefore unlawful. Defendants also failed to correctly calculate the
24 regular rate used to calculate and pay overtime, and meal and rest premiums, as addressed above.

25 78. Additionally, Labor Code § 558(a) provides "any employer or other person acting
26 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any
27 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil
28 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each

1 pay period for which the employee was underpaid in addition to an amount sufficient to recover
2 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each
3 underpaid employee for each pay period for which the employee was underpaid in addition to an
4 amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall
5 be paid to the affected employee.” Labor Code § 558(c) states, “the civil penalties provided for in
6 this section are in addition to any other civil or criminal penalty provided by law.” Defendants
7 have violated provisions of the Labor Code regulating hours and days of work as well as the IWC
8 Wage Orders. Accordingly, Plaintiffs and the Class members seek the remedies set forth in Labor
9 Code § 558.

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

16 80. Employees have been damaged by these violations of California Labor Code §§
17 204 and 510 (and the relevant orders of the Industrial Welfare Commission). Additionally, under
18 Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less than
19 \$100 for causing Employees “to work for longer hours than those fixed, or under conditions of
20 labor prohibited by an order of the commission” or if the employer pays “a wage less than the
21 minimum fixed by an order of the commission” or “violates...any provision of this chapter or any
22 order or ruling of the commission.”

23 81. Consequently, pursuant to the California Labor Code, including Labor Code §§
24 204, 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including
25 paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full amount of
26 all their unpaid wages and overtime compensation for all their hours worked, with interest, plus
27 their reasonable attorneys’ fees and costs, as well as the assessment of any statutory penalties
28 against Defendants, and each of them, and any additional sums as provided by the Labor Code

1 and/or other statutes.

2
3
4 **THIRD CAUSE OF ACTION**

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

6 **(Against All Defendants)**

7 82. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
8 full herein.

9 83. Employees regularly worked shifts greater than five hours and in some instances,
10 greater than ten hours. Pursuant to Labor Code § 512, and paragraph 11 of the applicable IWC
11 Wage Order, an employer may not employ someone for a shift of more than five hours without
12 providing him or her with a meal period of not less than thirty minutes or for a shift of more than
13 ten hours without providing him or her with a second meal period of not less than thirty (30)
14 minutes.

15 84. Defendants failed to provide Employees with meal periods as required under the
16 Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were often required
17 to work or to otherwise remain under Defendants' control during meal periods, or Defendants
18 provided them after Employees worked beyond the fifth hour of their shifts or Employees
19 otherwise had them shortened and interrupted by work demands and requirements to perform off
20 the clock work and remain under Defendants' control. Furthermore, upon information and belief,
21 on the occasions when Employees worked more than ten hours in a given shift, they did so
22 without receiving a second uninterrupted thirty-minute meal period as required by law.

23 85. Defendants thus failed to provide Plaintiffs and the Class members with meal
24 periods as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order,
25 including by not providing them with the opportunity to take meal breaks, by providing them late
26 or for less than thirty minutes, or by requiring them to perform work during breaks.

27 86. Moreover, Defendants failed to compensate Employees for each meal period not
28 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and

1 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
2 employee a meal period in accordance with this section, the employer shall pay the employee one
3 hour of pay at the employee's regular rate of compensation for each workday that the meal period
4 is not provided. As detailed above, on the occasions when Defendants did pay any meal period
5 premiums, they upon information and belief underpaid them by miscalculating the regular rate of
6 compensation by not including all forms of remuneration in it. Defendants thus failed to
7 compensate the Employees in the Class for each meal period not provided or inadequately
8 provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC
9 Wage Order.

10 87. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the
11 applicable IWC Wage Order, Employees in the Class are entitled to damages in an amount equal
12 to one hour of wages at their effective hourly rates of pay for each meal period not provided or
13 deficiently provided, a sum to be proven at trial, as well as the assessment of any statutory
14 penalties against the Defendants, and each of them, in a sum as provided by the Labor Code and
15 other statutes and applicable IWC Wage Order paragraphs.

16 **FOURTH CAUSE OF ACTION**

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

18 **(Against All Defendants)**

19 88. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
20 full herein.

21 89. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders
22 provide that employers must authorize and permit all employees to take rest periods at the rate of
23 ten minutes net rest time per four work hours.

24 90. Employees consistently worked consecutive four hour shifts and were generally
25 scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and
26 permit them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable
27 IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten minutes for
28 each consecutive four hour shift, and Defendants failed to provide Employees with timely rest

1 breaks of not less than ten minutes for each consecutive four hour shift. Employees were often
2 required to work or to otherwise remain under Defendants' control during rest periods, including
3 by responding to work requirements, and had breaks provided untimely as a result of the above
4 described off the clock work. Plaintiffs and the Class members were also not permitted to leave
5 their work premises during rest breaks. Additionally, despite scheduling Plaintiffs and the other
6 Class members to work shift of more than twelve hours, Defendants made no effort to authorize
7 and permit them to take a third rest break.

8 91. Labor Code §§ 226.7 and paragraphs 12 and 20 of the applicable IWC Wage
9 Orders provide that if an employer fails to provide an employee rest period in accordance with this
10 section, the employer shall pay the employee one hour of pay at the employee's regular rate of
11 compensation (as further detailed above regarding meal periods) for each workday that the rest
12 period is not provided. Defendants failed to do so.

13 92. Defendants, and each of them, have therefore intentionally and improperly denied
14 rest periods to Plaintiffs and the Class members in violation of Labor Code §§ 226.7 and 512 and
15 paragraph 12 of the applicable IWC Wage Orders.

16 93. Defendants failed to authorize and permit Plaintiffs and the Class members to take
17 rest periods, as required by the Labor Code. Moreover, Defendants did not compensate Employees
18 with an additional hour of pay at each Employee's hourly rate for each day that Defendants failed
19 to provide them with adequate rest breaks, as required under Labor Code § 226.7 and paragraphs
20 12 and 20 of the applicable IWC Wage Orders.

21 94. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the
22 applicable IWC Wage Orders, Employees are entitled to damages in an amount equal to one (1)
23 hour of wages at their effective hourly rates of pay for each day worked without the required rest
24 breaks, a sum to be proven at trial, as well as the assessment of any statutory penalties against
25 Defendants, and each of them, in a sum as provided by the Labor Code and/or other statutes.

26 **FIFTH CAUSE OF ACTION**

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

28 **(Against All Defendants)**

1 95. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
2 full herein.

3 96. California Labor Code § 226(a) requires an employer to furnish each of his or her
4 employees with an accurate, itemized statement in writing showing the gross and net earnings,
5 total hours worked, and the corresponding number of hours worked at each hourly rate; these
6 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
7 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
8 statements may be given to the employee separately from the payment of wages; in either case the
9 employer must give the employee these statements twice a month or each time wages are paid.

10 97. Defendants failed to provide Plaintiffs and the similarly situated Employee Class
11 members with accurate itemized wage statements in writing, as required by the Labor Code and
12 paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements issued to
13 Employees by Defendants failed to accurately account for wages, overtime, and premium pay,
14 including for all overtime and double time hours worked and for deficient meal periods and rest
15 breaks, all of which Defendants knew or reasonably should have known were owed to the
16 Employees, as alleged above.

17 98. As detailed above, Defendants intentionally failed throughout the liability period to
18 furnish to Plaintiffs and the Class members, upon each payment of wages, itemized statements
19 accurately showing: (1) gross wages earned, (2) total hours worked by the employee, (3) the
20 number of piece-rate units earned and any applicable piece rate paid on a piece-rate basis, (4) all
21 deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is
22 paid, (7) the name of the employee and only the last four digits of his or her social security
23 number or an employee identification number other than a social security number, (8) the name
24 and address of the legal entity that is the employer and (9) all applicable hourly rates in effect
25 during the pay period and the corresponding number of hours worked at each hourly rate by the
26 employee pursuant to Labor Code § 226 and paragraph 7 of the applicable IWC Wage Orders,
27 amongst other statutory requirements. Defendants knowingly and intentionally failed to provide
28 Plaintiffs and the Class members with such timely and accurate wage and hour statements, and

1 omitted required information that Plaintiffs and the Class members could not resolve by reference
2 to the alleged wage statement alone.

3 99. Plaintiffs and the Class members suffered injury as a result of Defendants' knowing
4 and intentional failure to provide them with the wage and hour statements as required by law and
5 are presumed to have suffered injury and entitled to penalties under Labor Code § 226(e), as the
6 Defendants have failed to provide an accurate wage statement, failed to provide accurate and
7 complete information as required by any one or more of items Labor Code § 226 (a)(1) to (9),
8 inclusive, and Plaintiffs and Class members cannot promptly and easily determine from the wage
9 statement alone one or more of the following: (i) The amount of the gross wages or net wages paid
10 to the employee during the pay period or any of the other information required to be provided on
11 the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a),
12 (ii) Which deductions the employer made from gross wages to determine the net wages paid to the
13 employee during the pay period, (iii) The name and address of the employer and, (iv) The name of
14 the employee and only the last four digits of his or her social security number or an employee
15 identification number other than a social security number. For purposes of Labor Code § 226(e)
16 "promptly and easily determine" means a reasonable person [i.e. an objective standard] would be
17 able to readily ascertain the information without reference to other documents or information.

18 100. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
19 are required "to pay each employee, on the established payday for the period involved, not less
20 than the applicable minimum wage for all hours worked in the payroll period, ..." Under Labor
21 Code § 1198, "[t]he employment of any employee for longer hours than those fixed by the order
22 or under conditions of labor prohibited by the order is unlawful." Plaintiffs and the Class members
23 may therefore pursue damages and penalties for violations of Labor Code § 204 and paragraph
24 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable
25 IWC Wage Orders.

26 101. Therefore, as a direct and proximate cause of Defendants' violation of Labor Code
27 § 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the
28 Class suffered injuries, including among other things confusion over whether they received all

1 wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing
2 them to make mathematical computations to analyze whether the wages paid in fact compensated
3 them correctly for all hours worked.

4 102. Pursuant to Labor Code §§ 226(a) and 226(e), and paragraph 20 of the applicable
5 IWC Wage Order, Plaintiffs and the Class members are entitled to recover the greater of all actual
6 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one
7 hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate
8 penalty of four thousand dollars (\$4,000) under Section 226(e). They are also entitled to an award
9 of costs and reasonable attorneys' fees.

10 **SIXTH CAUSE OF ACTION**

11 **VIOLATION OF LABOR CODE § 221**

12 **(Against All Defendants)**

13 103. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
14 full herein.

15 104. Labor Code § 221 provides, "It shall be unlawful for any employer to collect or
16 receive from an employee any part of wages theretofore paid by said employer to said employee."
17 Additionally, pursuant to California Labor Code § 204, other applicable laws and regulations, and
18 public policy, an employer must timely pay its employees for all hours worked. Defendants failed
19 to do so.

20 105. Defendants unlawfully received and/or collected wages from the Employees in the
21 Class by requiring off the clock work and by rounding and automatically deducting time for meal
22 periods when they were not lawfully provided and not paying one hour of pay at the regular rate of
23 compensation for every meal and rest period violation endured by Plaintiffs and the other Class
24 members, as alleged above.

25 106. As a direct and proximate cause of the unauthorized deductions, Employees have
26 been damaged, in an amount to be determined at trial.

27 **SEVENTH CAUSE OF ACTION**

28 **VIOLATION OF LABOR CODE § 204**

(Against All Defendants)

1
2 107. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
3 full herein.

4 108. Labor Code § 204 instructs that: “All wages, ...earned by any person in any
5 employment are due and payable twice during each calendar month, on days designated in
6 advance by the employer as the regular paydays. Labor performed between the 1st and 15th days,
7 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month
8 during which the labor was performed, and labor performed between the 16th and the last day,
9 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
10 month.” Additionally, the requirements of this section shall be deemed satisfied by the payment
11 of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven
12 calendar days following the close of the payroll period.” As detailed above, Defendants
13 maintained a consistently applied policy and practice of not paying all wages earned between the
14 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned
15 between the 16th and the last day of the month between the 1st and 10th day of the following month.
16 Defendants similarly failed to pay all wages earned by not more than seven calendar days
17 following the close of the payroll period. Defendants also committed ongoing violations by failing
18 to issue compliant wage statements to Plaintiffs and the Class members.

19 109. All wages due and owing to Plaintiffs and the Class members, including as required
20 under Labor Code § 510, were therefore not timely paid by Defendants. Additionally, wages
21 required by Labor Code § 1194 and other sections became due and payable to each employee in
22 each pay period that he or she was not provided with a meal period or rest period or paid straight
23 or overtime wages to which he or she was entitled.

24 110. Defendants violated Labor Code § 204 by systematically refusing to timely pay
25 wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the
26 applicable IWC Wage Orders, employers are required “to pay each employee, on the established
27 payday for the period involved, not less than the applicable minimum wage for all hours worked in
28 the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer

1 hours than those fixed by the order or under conditions of labor prohibited by the order is
2 unlawful.” Plaintiffs and the Class members may therefore pursue damages and penalties for
3 violations of Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including
4 penalties under paragraph 20 of the applicable IWC Wage Orders.

5 111. As a result of the unlawful acts of Defendants, Plaintiffs and the Class he seeks to
6 represent have been deprived of wages in amounts to be determined at trial, and they are entitled
7 to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs,
8 pursuant to Labor Code § 204, 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the
9 applicable IWC Wage Orders.

10 **EIGHTH CAUSE OF ACTION**
11 **VIOLATION OF LABOR CODE § 203**
12 **(Against All Defendants)**

13 112. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
14 full herein.

15 113. Plaintiffs and numerous Class members are no longer employed by Defendants;
16 they either quit Defendants’ employ or were fired therefrom.

17 114. Defendants failed to pay these Employees all wages due and certain at the time of
18 termination or within seventy-two (72) hours of resignation.

19 115. The wages withheld from these Employees by Defendants remained due and owing
20 for more than thirty days from the date of separation from employment.

21 116. Defendants failed to pay Plaintiffs and the Class members without abatement, all
22 wages as defined by applicable California law. Among other things, these Employees were not
23 paid all regular and overtime wages, including by Defendants failing to pay for all hours worked
24 or requiring off the clock work or by unlawfully under-recording time entries to the detriment of
25 Employees, and Defendants failed to pay premium wages owed for unprovided meal periods and
26 rest periods, as further detailed in this Complaint. Defendants’ failure to pay said wages within the
27 required time was willful within the meaning of Labor Code § 203.

28 117. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers

1 are required “to pay each employee, on the established payday for the period involved, not less
2 than the applicable minimum wage for all hours worked in the payroll period, ...” Under Labor
3 Code § 1198, “[t]he employment of any employee for longer hours than those fixed by the order
4 or under conditions of labor prohibited by the order is unlawful.” Plaintiffs and the Class members
5 may therefore pursue damages and penalties for violations of Labor Code § 203 and paragraph
6 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable
7 IWC Wage Orders. Additionally, under Labor Code § 1199(a)-(c), it is a misdemeanor and
8 Defendants are subject to a fine of not less than \$100 for causing Employees “to work for longer
9 hours than those fixed, or under conditions of labor prohibited by an order of the commission” or
10 if the employer pays “a wage less than the minimum fixed by an order of the commission” or
11 “violates...any provision of this chapter or any order or ruling of the commission.”

12 118. Defendants’ failure to pay wages, as alleged, entitles Plaintiffs and these former
13 Employee Class members to penalties under Labor Code § 203 and the applicable paragraphs of
14 the IWC Wage Orders as addressed above, including the requirement that an employee’s wages
15 shall continue until paid for up to thirty (30) days from the date they were due.

16 **NINTH CAUSE OF ACTION**

17 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS, LABOR CODE §§ 1174, 1174.5**

18 **(Against All Defendants)**

19 119. Plaintiffs reallege and incorporate all preceding paragraphs, as though set forth in
20 full herein.

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

25 121. During the course of Plaintiffs’ and Employees’ employment, Defendants
26 consistently failed to maintain accurate time and wage records for Plaintiffs and Employees as
27 required by California Labor Code § 1174 by failing to pay Plaintiffs and Employees proper
28 wages, overtime, and premium pay as discussed above.

1 122. Defendants are also required by the California Labor Code § 1198 and the
2 applicable Wage Order to maintain a tracking system that accurately records the times at which
3 Employees work. Defendants have maintained a common unlawful policy and practice of failing
4 to accurately record hours worked and meal breaks.

5 123. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
6 knew wages to be due but failed to pay them.

7 124. Accordingly, Defendants are liable for civil penalties pursuant to the California
8 Labor Code including § 1174.5, for the three years prior to the filing of this Complaint.

9 **TENTH CAUSE OF ACTION**

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

11 **(Against All Defendants)**

12 125. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
13 full herein.

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

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

22 128. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
23 business practices. By the conduct alleged herein, Defendants' practices were deceptive and
24 fraudulent in that Defendants' policy and practice failed to provide the required amount of
25 compensation for missed meal and rest breaks, and failed to adequately compensate Plaintiffs and
26 Class members for all hours worked, due to systematic business practices as alleged herein that
27 cannot be justified, pursuant to the applicable California Labor Code and Industrial Welfare
28 Commission requirements in violation of California Business and Professions Code §§ 17200, *et*

1 *seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to California
2 Business & Professions Code § 17203, including restitution of wages wrongfully withheld.

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

10 130. Defendants have violated statutes and public policies. Through the conduct alleged
11 in this Complaint Defendants have acted contrary to these public policies, have violated specific
12 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
13 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiffs,
14 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
15 guaranteed to all employees under the law.

16 131. Defendants' conduct, as alleged above, constitutes unfair competition in violation
17 of the Business & Professions Code § 17200 *et seq.*

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

22 133. By the conduct alleged herein, Defendants have engaged and continue to engage in
23 a business practice which violates California and federal law, including but not limited to, the
24 applicable Industrial Wage Order(s), the California Code of Regulations, and the California Labor
25 Code including Sections 204, 226, 226.7, 510, 512, 1194, 1197, and 1198 for which this Court
26 should issue declaratory and other equitable relief pursuant to California Business & Professions
27 Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair
28 competition, including restitution of wages wrongfully withheld.

1 on the following California Labor Code §§ 200-204, 206.5, 210, 218, 218.5, 218.6, 221,
2 222.5, 226, 226.3, 226.4, 226.7, 246, 248.1, 248.2, 248.5, 510, 511, 512, 516, 558, 558.1,
3 1174, 1174.5, 1182.12, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5,
4 1199, 2100 et seq., 2926, 2927, 6423 et seq., the applicable California Industrial Welfare
5 Commission Wage Order, and California Code of Regulations, tit. 8, § 11000 *et seq.*
6 (including but not limited to § 11070).

7 140. More specifically, after complying with the notice procedures of Labor Code §
8 2699.3, Plaintiffs now assert, as a representative action on behalf of the California Attorney
9 General and the State of California and the other similarly Aggrieved Employees, PAGA claims
10 for violations of the underlying claims addressed herein and seeking penalties as specified by the
11 applicable corresponding provisions, including as follows:

12 (a) Wage Claims: For failure to provide Plaintiffs and the Aggrieved
13 Employees all earned regular pay and minimum wages for regular hours worked and for failure to
14 pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a),
15 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage
16 Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§
17 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and
18 costs pursuant to Labor Code § 2699(g)(1);

19 (b) Meal and Rest Period Claims: For failure to provide Plaintiffs and the
20 Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and
21 permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu
22 thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the
23 applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable,
24 including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code
25 §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys'
26 fees and costs pursuant to Labor Code § 2699(g)(1);

27 (c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to
28 provide Plaintiffs and the Aggrieved Employees with wage statements or with accurate, itemized

1 wage statements and failure to maintain employment records for Plaintiffs and Aggrieved
2 Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the
3 applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and
4 applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph
5 20 of the applicable IWC Wage Order, and also for attorneys’ fees and costs pursuant to Labor
6 Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to
7 maintain records as required under Labor Code § 226(a), Defendants committed ongoing
8 violations giving rise to civil penalties under Labor Code §226.3, which in addition to other
9 penalties provided by law, subjects Defendants to “a penalty in the amount of two hundred fifty
10 dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000)
11 per employee for each violation in a subsequent citation, ...”;

12 (d) Failure to Timely Pay Wages: For failure to timely pay all wages owed,
13 including at least semi-monthly and upon separation or termination, under Labor Code §§ 201,
14 202, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under
15 Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the
16 applicable IWC Wage Orders, and also for attorneys’ fees and costs pursuant to Labor Code §
17 2699(g)(1);

18 (e) Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick
19 Leave: For Defendants’ failure to provide Employees with all their required and earned sick days
20 and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2,
21 and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1,
22 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys’ fees and
23 costs pursuant to Labor Code § 2699(g)(1); and

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

1 141. The penalties will be allocated under Labor Code § 2699(i) as follows: 75% to the
2 Labor and Workforce Development Agency (LWDA) and 25% to the affected employees.

3 142. As also addressed above, Plaintiffs also seek on behalf of the Aggrieved Employees
4 the penalties and remedies set forth in Labor Code § 558, which states:

5 (a) Any employer or other person acting on behalf of an employer who
6 violates, or causes to be violated, a section of this chapter or any provision
7 regulating hours and days of work in any order of the Industrial Welfare
8 Commission shall be subject to a civil penalty as follows: (1) For any initial
9 violation, fifty dollars (\$50) for each underpaid employee for each pay period for
10 which the employee was underpaid in addition to an amount sufficient to recover
11 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for
12 each underpaid employee for each pay period for which the employee was
13 underpaid in addition to an amount sufficient to recover underpaid wages...

14 (b) If upon inspection or investigation the Labor Commissioner determines that
15 a person had paid or caused to be paid a wage for overtime work in violation of any
16 provision of this chapter, or any provision regulating hours and days of work in any
17 order of the Industrial Welfare Commission, the Labor Commissioner may issue a
18 citation. The procedures for issuing, contesting, and enforcing judgments for
19 citations or civil penalties issued by the Labor Commissioner for a violation of this
20 chapter shall be the same as those set out in Section 1197.1.

21 (c) The civil penalties provided for in this section are in addition to any other
22 civil or criminal penalty provided by law.

23 143. Plaintiff Garrido has exhausted his administrative remedy by sending a certified
24 letter to the LWDA and Defendants postmarked on **July 25, 2023**, addressing in detail the specific
25 provisions of the Labor Code Defendants have violated and addressing the facts and legal theories
26 to support the alleged violations (LWDA-CM-970730-23). Since the LWDA has not provided
27 notice of its intent to investigate the alleged violations within 65 calendar days of the postmark
28 date of the letter, Plaintiffs are entitled to file this Complaint following full compliance and
exhaustion of the notice requirements under the PAGA and is entitled to seek civil penalty
assessments against Defendants as a Representative of the State of California as hereinafter
alleged and in accordance with the law, in addition to costs and reasonable attorneys' fees as
provided by the PAGA statute. The concurrently provided PAGA Notice Letter to the LWDA is
also hereby incorporated into this Complaint as if set forth in full. Plaintiffs allege that the notice
period provided by statute has expired and this PAGA only Complaint will then be proper
pursuant to Labor Code §2699.3(a)(2)(C).

RELIEF REQUESTED

WHEREFORE, Plaintiffs pray for the following relief:

1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four years prior to the filing of this action, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of all unpaid wages, including overtime and double-time pay, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
6. For compensatory damages in the amount of the hourly wage made by Employees for each day requisite rest breaks were not provided or were deficiently provided where no premium pay was paid therefor from at least four years prior to the filing of this action, as may be proven;
7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
8. For restitution and/or damages and penalties for Defendants' failure to pay all wages due twice monthly under Labor Code § 204, as may be proven;
9. For restitution and/or damages for all amounts unlawfully withheld from the wages for all class members in violation of Labor Code § 221, as may be proven;
10. For penalties pursuant to Labor Code § 203 for all Employees who quit or were fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
11. For penalties pursuant to Labor Code § 1174.5, as may be proven;
12. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.*, including disgorgement or profits, as may be proven;
13. For penalties pursuant to Labor Code § 2698 *et seq.*, as may be proven;

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- 14. For penalties pursuant to Labor Code 558, as may be proven;
- 15. For an order enjoining Defendants and their agents, servants, and employees, and all persons acting under, in concert with, or for them, from acting in derogation of any rights or duties adumbrated in this Complaint;
- 16. For other wages and penalties under the Labor Code as may be proven;
- 17. For all general, special, and incidental damages as may be proven;
- 18. For an award of pre-judgment and post-judgment interest;
- 19. For an award providing for the payment of the costs of this suit;
- 20. For an award of attorneys' fees; and
- 21. For such other and further relief as this Court may deem proper and just.

DATED: September 23, 2025

D.LAW, INC.

By: _____
 Alvin B. Lindsay
 William Tran
 Attorneys for Plaintiff Alexis Garrido
 and all others similarly situated

DATED: September 23, 2025

COHELAN KHOURY & SINGER

By: _____
 Isam C. Khoury
 Michael D. Singer
 Maggie K. Realin
 Attorneys for Plaintiff Bernice Carrillo

DEMAND FOR JURY TRIAL

Plaintiffs hereby demands trial of their claims by jury to the extent authorized by law.

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DATED: September 23, 2025

D.LAW, INC.

By: _____
Alvin B. Lindsay
William Tran
Attorneys for Plaintiff Alexis Garrido
and all others similarly situated

DATED: September 23, 2025

COHELAN KHOURY & SINGER

By: _____
Isam C. Khoury
Michael D. Singer
Maggie K. Realin
Attorneys for Plaintiff Bernice Carrillo