

NOV 23 2022

BY Anthony Martinez  
ANTHONY MARTINEZ, DEPUTY

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9 *Attorneys for Plaintiff*

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF SAN BERNARDINO**

12 STEVEN DELCORSO, individually, and  
13 on behalf of aggrieved employees pursuant  
14 to the Private Attorneys General Act  
15 (“PAGA”);  
16 Plaintiff,

17 v.

18 ITS TECHNOLOGIES & LOGISTICS, LLC,  
19 an Illinois limited liability company;  
20 CONGLOBAL INDUSTRIES, LLC, a  
21 Delaware limited liability company;  
22 CONGLOBAL TRANSPORT, LLC, a  
23 Delaware limited liability company; and DOES  
24 1 through 100, inclusive;

25 Defendants.

Case No.: CIVSB2128129

Assigned for All Purposes to:  
Honorable David Cohn  
Department S-26

**CLASS ACTION**

**DECLARATION OF DOUGLAS HAN IN  
SUPPORT OF PLAINTIFFS’ MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT,  
CONDITIONAL CERTIFICATION,  
APPROVAL OF CLASS NOTICE, SETTING  
OF FINAL APPROVAL HEARING DATE**

[Notice of Motion and Motion for  
Preliminary Approval; and [Proposed] Order  
filed concurrently herewith]

Hearing Date: December 20, 2022  
Hearing Time: 9:00 a.m.  
Hearing Place: Department S-26

Complaint Filed: September 30, 2021  
Trial Date: None Set

1 **DECLARATION OF DOUGLAS HAN**

2 I, **DOUGLAS HAN**, hereby declare as follows:

3 1. I am an attorney duly licensed to practice law before all courts of the State of  
4 California. I am the founding member of Justice Law Corporation. I am the attorney of record for  
5 Plaintiffs Steven Delcorso, Raul ‘‘Rudy’’ Ortega, and Clemente Sandoval (‘‘Plaintiffs’’) and the Class  
6 in the instant action. I have personal knowledge of the facts set forth below and if called to testify I  
7 could and would do so competently.

8 2. In May of 2004, I graduated from Pepperdine University School of Law with  
9 a Juris Doctor degree. In May of 2001, I obtained a Bachelor of Science degree in Political Science  
10 with a minor in English from University of Houston.

11 3. From approximately January of 2004 to approximately May of 2004, I served  
12 as a Judicial Extern to the Honorable Lourdes G. Baird of the United States District Court for the  
13 Central District of California.

14 4. Since its inception, in or around April of 2013, our firm has almost  
15 exclusively focused on the prosecution of consumer and employment class actions, involving wage-  
16 and-hour claims, unfair business practices or consumer fraud. Since that time, our firm has  
17 successfully litigated to conclusion over two hundred forty (240) wage-and-hour class or  
18 representative actions. Currently, we are the attorneys of record in over a dozen employment-related  
19 putative class actions in both state and federal courts in the State of California. During this relatively  
20 short time, in association with other law firms, we have obtained millions of dollars on behalf of  
21 thousands of individuals in California.

22 **EXAMPLES OF CLASS ACTION RESULTS**

23 5. Attached hereto as **Exhibit 1** is true and correct copy of a spreadsheet listing  
24 matters in which Justice Law Corporation was appointed as Class Counsel and/or obtained approval  
25 of Class Action or representative PAGA settlements.

26 6. Shunt Tatavos-Gharajeh is an Of Counsel at my office. Shunt received his  
27 undergraduate degree from University of California, Los Angeles and earned a Juris Doctor degree  
28 from Southwestern University School of Law. Shunt was admitted to practice in California in 2010.

1 Shunt is admitted to practice in the Courts of the State of California. The focus of Shunt’s practice  
2 is class action wage-and-hour law. Shunt has worked on multiple class action cases that have been  
3 granted final approval, including *Keles, et al. v. The Art of Shaving – FL, LLC* Alameda County  
4 Superior Court Case No. RG13687151; *Esters et al v. HDB LTD. Limited Partnership* Kern County  
5 Superior Court Case No. S-1500-CV-279879 DRL; *Bridgette Guzman, et al. v. International City*  
6 *Mortgage, Inc.*, San Bernardino Superior Court Case No. CIVDS1502516; *Davidson et al. v. Lentz*  
7 *Construction General Engineering Contractor*, Kern County Superior Court Case No. S-1500-CV-  
8 279853 LHB; *Betancourt v. Hugo Boss USA, Inc.*, Los Angeles County Superior Court Case No.  
9 BC506988; *Porras et al. v. DBI Beverage, Inc. et al.*, Santa Clara County Superior Court Case No.  
10 1-14-CV-266154; *Hartzell et al. v. Truitt Oilfield Maintenance Corporation*, Kern County Superior  
11 Court Case No. S-1500-CV-283011; *Navarro-Salas et al. v. Markstein Beverage Co. et al.*,  
12 Sacramento County Superior Court Case No. 34-2015-00174957-CU-OE-GDS; *David White, et al.*  
13 *v. Pilot Travel Centers, LLC*, San Joaquin County Superior Court Case No. STK-CV-UOE-2013-  
14 0009098; *McKinnon, et al. v. Renovate America, Inc., et al.*, San Diego Case No. 37-2015-  
15 00038150-CU-OE-CTL; *Evelyn Antoine, et al. v. Riverstone Residential CA, Inc., et al.*, Sacramento  
16 Superior Court Case No. 34-2013-00155974; *Pina v. Zim Industries, Inc.*, Kern County Superior  
17 Court Case No. S-1500-CV-284498 SPC; *Amaya v. Certified Payment Processing et al.*, Sacramento  
18 County Superior Court Case No. 34-2015-00186623-CU-OE-GDS; *Burke v. Petrol Production*  
19 *Supply, Inc.*, Kern County Superior Court Case No. BCV-15-101092; *Ceron et al v. Hydro*  
20 *Resources-West, Inc.*, Kern County Superior Court Case No. BCV-15-101461; *Chavana v. Golden*  
21 *Empire Equipment, Inc.*, Kern County Superior Court Case No. BCV-16-102796; *De La Torre et al.*  
22 *v. Acuity Brands Lighting, Inc.*, San Bernardino County Super Court Case No. CIVDS1601800;  
23 *Dobbs v. Wood Group PSN, Inc.*, Case No. BCV-16-101078 Kern County Superior Court Case No.  
24 BCV-16-101078-DRL; *Gonzalez et al v. Matagrano, Inc.*, San Francisco County Superior Court  
25 Case No. CGC-16-550494; *Harbabikian et al. v. Williston Financial Group, LLC*, Ventura County  
26 Superior Court Case No. 56-2016-004485186-CU-OE-VTA; *Prince v. Ponder Environmental*  
27 *Services, Inc.*, Kern County Superior Court Case No. BCV-16-100784; *Ramirez v. Crestwood*  
28 *Operations, LLC*, Kern County Superior Court Case No. BCV-17-100503; *Reyes v. Halliburton*

1 *Energy Services, Inc.*, Kern County Superior Court Case No. S-1500-CV-280215; *Rodriguez v. B&L*  
2 *Casing Serve, LLC et al.*, Kern County Superior Court Case No. S-1500-CV-282709; *Marketstar*  
3 *Wage and Hour Cases*, Alameda County Superior Court Case No. JCCP004820; *Rodriguez et al. v.*  
4 *Delta Sierra Beverage, LLC*, Sacramento County Superior Court Case No. 34-2017-00206727;  
5 *Stuck v. Jerry Melton & Sons Construction, Inc.*, Case No. BCV-16-101516; *Blevins v. California*  
6 *Commercial Solar, Inc.*, Kern County Superior Case No. BCV-17-100571; *Cisneros et al v. Wilbur-*  
7 *Ellis Company, LLC*, Kern County Superior Court Case No. BCV-17-102836; and *Castro et al. v.*  
8 *General Production Service of California, Inc.*, Kern County Superior Court Case No. BCV-15-  
9 101164. Shunt was also certified as class counsel in *Fulmer et al. v. Golden State Drilling, Inc.*, Kern  
10 County Superior Court Case No. S-1500-CV-279707; *Manas et al. v. Kenai Drilling Limited*, Los  
11 Angeles County Superior Court Case No. BC546330; and *Nuncio et al. v. MMI Services, Inc.*, Kern  
12 County Superior Court Case No. S-1500-CV-282534, cases that were certified after a contested class  
13 certification. Shunt is presently managing at least a dozen class actions currently pending in various  
14 courts throughout California.

15           7.       Chancellor Nobles is an Associate Attorney at my office. He earned his  
16 undergraduate degree from the University of California, Santa Barbara and his Juris Doctor degree  
17 from Loyola Law School. He was admitted to practice law in January of 2020 and is presently  
18 admitted to practice in the Courts of the State of California. The focus of his practice is currently  
19 wage-and-hour class action law, including matters filed under the Private Attorneys General Act of  
20 2004 (“PAGA”). Since joining Justice Law Corporation, Chancellor has worked on multiple cases  
21 which have been granted final approval (*Raub v. Synergy One Lending, Inc.*, San Diego Superior  
22 Court Case No. 37-2019-00030713-CU-OE-CTL; *Coleman v. H&E Equipment Services, Inc. et al.*,  
23 Alameda Superior Court Case No. RG20069157; and *Jefferson v. McCormack Baron Management*,  
24 San Francisco County Superior Court Case No. CGC-20-588162). He is also handling at least a  
25 dozen active class action and representative PAGA matters currently pending in various courts  
26 throughout the State of California, including *Jimenez v. Makita U.S.A., Inc.*, Los Angeles County  
27 Superior Court Case No. 20STCV21732; *Morales v. Harmony Communities, Inc.*, San Joaquin  
28 County Superior Court Case No. STK-CV-UOE-2020-0010801; *Salas v. Golden Specialty Foods*,



1 LLC, Los Angeles County Superior Court Case No. 21NWCV00377; *Gaston v. Onrad, Inc.*,  
2 Riverside County Superior Court Case No. RIC2004221; *Ferris v. Jain Irrigation Inc.*, Fresno  
3 County Superior Court Case No. 21CECG01284; *Hernandez v. MMR Group, Inc., et al.*, Riverside  
4 County Superior Court Case No. RIC2003857; *Lozano v. Peterson Brothers Construction, Inc.*,  
5 Merced County Superior Court Case No. 22CV-00103; *Grimes v. Pacific Cardiovascular Associates*  
6 *Medical Group, Inc.*, Orange County Superior Court Case No. 30-2020-01168857-CU-OE-  
7 CXC; *Marroquin v. Pacific Spice Company, Inc.*, Los Angeles County Superior Court Case No.  
8 21STCV03659; *Trigueros v. Stanford Federal Credit Union*, Santa Clara County Superior Court  
9 Case No. 21CV375168; *Childs, et al. v. Dal Chem, Inc. d/b/a Alexis Oil Company*, Riverside County  
10 Superior Court Case No. CVRI2100684; and *Bailey v. Encorr Sheets, LLC*, San Bernardino County  
11 Superior Court Case No. CIVDS2021228 (Consolidated with Case No. CIVSB2029182).

12           8.       At the time of this declaration, the number of Class Members confirmed by  
13 Defendants ITS Technologies & Logistics, LLC; Conglobal Industries, LLC; and Conglobal  
14 Transport, LLC (collectively, “Defendants”) is estimated to be around one-thousand seven-hundred  
15 twenty (1,720).

16           9.       Defendants are North America’s largest intermodal logistics services  
17 provider, with operations spanning the United States, Mexico, and Costa Rica. This case involves  
18 all current and former California-based hourly-paid or non-exempt employees of Defendants within  
19 the State of California at any time during the period from August 16, 2016, to July 29, 2022 (“Class,”  
20 “Class Members,” and “Class Period”).

21           10.      On February 11, 2021, Raul “Rudy” Ortega and Clemente Sandoval filed a  
22 wage-and-hour class action lawsuit against Defendant in the Superior Court of California, County  
23 of San Bernardino, Case Number CIVSB2103300, alleging the following causes of action: (1)  
24 violation of Labor Code sections 510 and 1198 (unpaid overtime); (2) violation of Labor Code  
25 sections 226.7 and 512(a) (unpaid meal period premiums); (3) violation of Labor Code sections  
26 226.7 (unpaid rest period premiums); (4) violation of Labor Code sections 1194 and 1197 (unpaid  
27 minimum wages); (5) violation of Labor Code sections 201 and 202 (final wages not timely paid);  
28 (6) violation of Labor Code section 226(a) (noncompliant wage statements); (7) violation of Labor

1 Code sections 2800 and 2802 (unreimbursed business expenses); and (8) violation of Business &  
2 Professions Code sections 17200, *et seq.* (the “Class Action”).

3 11. On March 31, 2021, Defendants successfully removed the Class Action to the  
4 United States District Court for the Central District of California, Case No. 5:21-cv-00562.

5 12. On July 6, 2021, Plaintiff DelCorso, a former hourly-paid, non-exempt  
6 employee of Defendants, provided written notice to the California Labor and Workforce  
7 Development Agency (“LWDA”) and Defendants of the specific provisions of the Labor Code he  
8 contends Defendants violated and the theories supporting his contentions.

9 13. On September 30, 2021, Plaintiff DelCorso filed the instant wage-and-hour  
10 representative lawsuit in the Superior Court of California, County of San Bernardino, Case Number  
11 CIVSB2128129, alleging a single claim under the Private Attorneys General Act of 2004 (“PAGA”)  
12 based on the same predicate Labor Code violations as Plaintiffs Ortega and Sandoval in the Class  
13 Action (the “PAGA Action”)

14 14. On April 29, 2022, the Parties attended mediation with mediator David  
15 Phillips, Esq. seeking a global resolution of both the Class Action and PAGA Action. Under the  
16 auspices of the mediator, the Parties were able to reach an agreement on global settlement of both  
17 Actions.

18 15. Pursuant to the settlement, the Parties stipulated to file a First Amended  
19 Complaint (“FAC”) adding Mr. Ortega and Mr. Sandoval and their previously filed class claims in  
20 the Class Action to the PAGA Action. Plaintiff’s FAC is attached hereto as **Exhibit 2** for filing with  
21 Plaintiffs’ Motion for Preliminary Approval as requested by the Court.

22 16. Defendants generally and specifically deny any and all liability or  
23 wrongdoing of any sort with regard to any of the claims alleged, make no concessions or admissions  
24 of liability of any sort, and contend that for any purpose other than settlement, this case is not  
25 appropriate for class treatment. Defendants assert several defenses to the claims and have denied  
26 any wrongdoing or liability or damages arising out of any of the alleged facts or conduct in this case.

27 17. After Mr. Ortega and Mr. Sandoval filed the Class Action lawsuit, both  
28 Parties engaged in discovery. Plaintiffs propounded one (1) set of special interrogatories and one (1)

1 set of requests for production of to all Defendants. Defendants responded to Plaintiffs' discovery  
2 requests. Thereafter, the Parties met and conferred and agreed to engage in an informal exchange of  
3 additional information and data in preparation for mediation.

4 18. Prior to the mediation, the Parties conducted significant investigation and  
5 discovery of the facts and law both before and after this case was filed. Specifically, Defendants  
6 produced hundreds of documents relating to their policies, practices, and procedures regarding  
7 reimbursement of business expenses, paying non-exempt employees for all hours worked, meal and  
8 rest period policies, and payroll and operational policies (*i.e.*, employee handbooks, training guides,  
9 collective bargaining agreements). As part of Defendants' production, Class Counsel also reviewed  
10 thousands of pages of time records, pay records, and information relating to the size and scope of  
11 the Class, as well as data permitting Class Counsel to understand the number of workweeks in the  
12 Class Period. Class Counsel also interviewed several dozen Class Members who worked for  
13 Defendants throughout the Class Period.

14 19. The Parties agree that the above-described investigation and evaluation, as  
15 well as the information exchanged during the settlement negotiations, are more than sufficient to  
16 assess the merits of the Parties' positions and to compromise the issues on a fair and equitable basis.

17 20. Based upon the information provided by Defendants and interviews Class  
18 Counsel had with non-exempt employees, Plaintiffs contend – and Defendants deny – that  
19 Defendants failed to provide employees with legally mandated rest breaks. Specifically, employees  
20 allegedly almost never received rest breaks (*i.e.*, expected to work through them). According to  
21 Plaintiffs, these lack of rest breaks was largely attributed to Defendants purportedly not allowing  
22 employees to stop and leave the vehicles/machinery they were operating unattended for ten (10)  
23 minutes, which Defendant expressly denies. Also, Plaintiffs contend – and Defendants deny –  
24 Defendants rest break policies were supposedly not code-compliant either because they failed to  
25 issue duty-free rest breaks. Specifically, Plaintiffs contend Defendants' employee handbooks did not  
26 authorize fully compliant rest breaks until their 2019 revisions, which Defendants deny. Finally,  
27 despite many instances of rest break violations, Defendants allegedly did not pay employees  
28 premium wages and/or did not pay premium wages at the correct rate of pay.

1           21.     Plaintiffs also assert – and Defendants deny – that Defendants failed to  
2 provide employees with compliant meal breaks. First, Plaintiffs contend – and Defendants deny –  
3 employees were too busy completing work tasks that could not be interrupted to take a compliant  
4 meal break due to the nature of their work. Second, Plaintiffs contend – and Defendants deny –  
5 Defendants maintained a policy that prevented employees from leaving the premises of their  
6 assigned work area, resulting in employees being subject to Defendants’ control throughout their  
7 meal period and failing to receive compliant meal periods. Finally, Plaintiffs contend – and  
8 Defendants deny – while Defendants did pay some premium wages for noncompliant meal breaks,  
9 they still purportedly failed to pay such wages for all meal break violations and/or did not pay  
10 premium wages at the correct rate of pay.

11           22.     Next, Plaintiffs allege – and Defendants deny – that Defendants failed to pay  
12 employees for all hours worked (*i.e.*, minimum and overtime wages). Specifically, Plaintiffs contend  
13 – and Defendants deny – the nature of their work (*i.e.*, working in train and hosteler yards) required  
14 employees to regularly complete pre- and post-shift tasks off-the-clock such as truck inspection and  
15 department meetings, resulting in approximately twenty (20) minutes of off-the-clock work per  
16 week.

17           23.     Plaintiffs also assert – and Defendants deny – that Defendants failed to factor  
18 non-discretionary bonuses into the regular rate of pay. A review of employees’ pay records indicated  
19 that Defendants allegedly paid employees bonuses and/or commissions that were purportedly non-  
20 discretionary in nature. However, Plaintiffs contend – and Defendants deny – despite the receipt of  
21 such bonuses and/or commissions, Defendants supposedly failed to factor them into employees’  
22 regular rates of pay for overtime purposes. In other words, Plaintiffs contend employees were  
23 apparently not paid at their proper overtime rates.

24           24.     Plaintiffs also allege – and Defendants also deny – that Defendants failed to  
25 properly compensate employees for sick leave using the methods outlined in the Labor Code.  
26 Specifically, Plaintiffs allege that Defendants failed to compensate employees for their sick pay  
27 using either of the two methods outlined in Labor Code § 246(1), resulting in improperly paid sick  
28 pay for employees who received non-discretionary bonuses, which Defendants expressly deny.

1           25.     Additionally, Plaintiffs allege – and Defendants deny – that Defendants failed  
2 to reimburse employees for necessary business expenses incurred. Specifically, Plaintiffs contend –  
3 and Defendants deny – Defendants’ management and supervisors would regularly contact  
4 employees on their personal cell phones to discuss work-related matters if their radios were out of  
5 range. Similarly, Plaintiffs contend – and Defendants deny – employees were also required to  
6 purchase business expenses such as steel-toed boots, safety goggles, work gloves, and hard hats out-  
7 of-pocket. Despite this, Defendants allegedly did not reimburse employees for these expenses, and  
8 Defendants purportedly did not have a policy or practice of reimbursing them, which Defendants  
9 deny.

10           26.     Moreover, Plaintiffs contend – and Defendants deny – that Defendants are  
11 liable for issuing noncompliant wage statements. Defendants allegedly issued wage statements in  
12 violation of Labor Code section 226(a) because of the underlying violations discussed above.  
13 Specifically, Plaintiffs contend – and Defendants deny – Defendants supposedly failing to pay  
14 premium wages, failing to compensate employees for all hours worked, and failing to factor non-  
15 discretionary bonuses and/or commissions into employees’ regular rates of pay resulted in  
16 Defendants issuing noncompliant wage statements. Even if Defendants assert their alleged violation  
17 of section 226(a) is trivial (which they deny), Plaintiffs contend California courts have held strict  
18 compliance of section 226(a) is what is intended.

19           27.     Finally, Plaintiffs assert – and Defendants deny – that Defendants are liable  
20 for waiting time penalties. Specifically, Plaintiffs contend Defendants’ hourly-paid or non-exempt  
21 employees are entitled to back underpaid overtime and compensation for time worked off-the-clock  
22 as well as missed meal and rest breaks discussed in greater detail above, thereby triggering waiting  
23 time penalties under Labor Code section 203. Defendant denies any alleged underpayment of wages  
24 triggering waiting time or any other penalties or liability whatsoever. Thus, Defendants are alleged  
25 to owe overtime wages and compensation for missed meal and rest breaks, as a matter of fact and  
26 law. Plaintiffs contend – and Defendants deny – Defendants intentionally failed or refused to  
27 perform an act, which was required to be done, constituting “willful” conduct and justifying  
28 “waiting-time” penalties under Labor Code section 203 to its former employees.

1           28. Defendants deny Plaintiffs’ allegations and contentions in their entirety.  
2 Among other things, Defendants deny Plaintiffs’ meal and rest break contentions on the grounds that  
3 they provided breaks within compliant times and that non-exempt employees were allowed to use  
4 their break times for their own purposes. By extension, Defendants also counter employees were  
5 permitted to leave the work premises during their meal and rest breaks and that they maintained  
6 proper break policies throughout the Class Period. Defendants add that they never prevented  
7 employees from receiving full and timely meal and rest breaks, never tried to conceal late and short  
8 meal breaks, and that such an occurrence (which they deny) was never reported to them. Defendants  
9 further contend that Defendants had in place a mechanism to pay appropriate premium wages at the  
10 appropriate rate of pay for any non-compliant meals, if any. Further, Defendants contend that  
11 whether non-exempt employees took meal and rest breaks during compliant time frames and were  
12 relieved of all duties are questions that can only be resolved by resorting to individualized inquiries  
13 of each non-exempt employee and, therefore, class certification is not appropriate. Defendants also  
14 assert that they paid their employees for all hours worked, including overtime, minimum, and  
15 premium wages. By extension, Defendants counter that employees were compensated at the  
16 appropriate rate(s) of pay for all time spent working in accordance with applicable law. Furthermore,  
17 Defendants argue that their bonuses and/or commissions were discretionary in nature, and, therefore,  
18 should not have been factored into eligible employees’ regular rates of pay for purposes of overtime  
19 compensation. In addition, Defendants counter that only some employees were eligible for such  
20 payments, meaning most pay periods were unaffected by the payment of such bonuses and/or  
21 commissions. Defendants further contend they properly reimbursed employees for all necessary  
22 business expenses incurred, including using their personal cell phones and purchasing PPE. Also,  
23 Defendants argue that their rounding policy was fair and neutral, resulting in an equal amount of  
24 overpaying and underpaying wages. Finally, while Defendants deny any alleged violation of the  
25 labor laws, Defendants argue that any alleged failure to comply with labor laws was an honest  
26 mistake made in good faith. Thus, Defendants contend any alleged conduct cannot be deemed  
27 “willful” under Labor Code section 203.

28 ///

1           29.     The Parties agreed to go to mediation with experienced wage-and-hour  
2 mediator, David Phillips, Esq., which took place on April 29, 2022. During the mediation, the Parties  
3 discussed the risks of continued litigation as well as the risks of certification and risks on the merits  
4 of the claims versus the benefits of settlement. With the assistance of the mediator, the Parties were  
5 able to reach an agreement on settlement, the terms of which were memorialized in the Joint  
6 Stipulation of Class Action and PAGA Settlement (“Agreement,” “Settlement Agreement,” or  
7 “Settlement”), that the Parties now seek Preliminary Approval of. Attached hereto as **Exhibit 3** is a  
8 true and correct copy of the Agreement.

9           30.     The Parties have agreed (subject to and contingent upon the Court’s approval)  
10 that this action be settled and compromised for the non-reversionary total sum of \$1,500,000 (“Gross  
11 Settlement Amount”) which includes, subject to Court approval: (a) the Attorney Fee Award to Class  
12 Counsel in an amount not to exceed \$500,000 (one-third of the Gross Settlement Amount) to  
13 compensate Class Counsel for work already performed and all work remaining to be performed in  
14 documenting the settlement, administrating the settlement, and securing Court approval; (b) the Cost  
15 Award to Class Counsel in an amount not to exceed \$25,000 for reimbursement of litigation costs  
16 and expenses; (c) the Class Representative Enhancement Payments in the amount of \$10,000 to each  
17 of the Plaintiffs for their service as the Class Representatives and in recognition of their work and  
18 efforts in obtaining the benefits for the Class and undertaking the risk of paying litigation costs in  
19 the event this matter had not successfully resolved; (d) Administration Costs to CPT Group, Inc.,  
20 the Settlement Administrator, in an amount not to exceed \$20,000; and (e) the PAGA Payment of  
21 \$75,000, seventy-five percent (75%) of which (\$56,250) will be paid to the LWDA and twenty-five  
22 percent (25%) of which (\$18,750) shall be distributed to the Eligible Aggrieved Employees, on a  
23 pro rata basis.

24           31.     The amount of actual litigation costs will be provided to the Court in  
25 conjunction with Plaintiffs’ motion for final approval. At that time, Plaintiffs will ask the Court to  
26 approve the amount of these costs. If Plaintiffs’ actual litigation costs exceed \$25,000, Plaintiffs will  
27 only seek reimbursement in the amount of \$25,000. If the amount awarded is less than amount  
28 requested by Class Counsel for the Attorney Fee Award and/or Cost Award, the difference shall

1 become part of the Net Settlement Amount and be available for distribution to all Class Members  
2 who do not submit a valid and timely request to exclude themselves from the Settlement  
3 (“Participating Class Members”).

4 32. After all Court-approved deductions from the Gross Settlement Amount, it is  
5 estimated that \$850,000 (“Net Settlement Amount”) will be distributed to Class Members – with an  
6 average gross Individual Settlement Share estimated at this time to be \$494.18.

7 33. Each Participating Class Member will receive a proportionate share of the Net  
8 Settlement Amount that will be calculated by the Settlement Administrator in accordance with the  
9 formula set forth in the Agreement. (Exhibit 3, *supra*, at § III(F)(5)(a).) Each Participating Class  
10 Member’s Individual Settlement Share will be apportioned as follows: twenty percent (20%) wages,  
11 forty percent (40%) penalties, and forty percent (40%) interest. (*Id.* at III(F)(5)(b).)

12 34. The Settlement Administrator shall also pay each Eligible Aggrieved  
13 Employee according to his or her proportional share of the \$18,750 of the PAGA Payment allocated  
14 to Eligible Aggrieved Employees using the formula set forth the Agreement. (Exhibit 3, *supra*, at §  
15 III(F)(6)(a).)

16 35. The precise number of compensable weeks worked per Class Member will  
17 not be known until the Administrator has tabulated them based on the Defendants’ records, following  
18 preliminary approval. No portion of the Gross Settlement Amount will revert to Defendants for any  
19 reason.

20 36. Within ten (10) business days after entry of the Preliminary Approval Order,  
21 Defendants shall deliver to the Settlement Administrator the Class Data. Exhibit 3, *supra*, at §  
22 III(H)(2)(a). Within ten (10) business days after Defendants’ deadline to provide the Class Data to  
23 the Settlement Administrator, the Settlement Administrator will mail the Notice of Class Action and  
24 PAGA Settlement (“Notice”) and the Opt-Out Form (collectively, known as the “Notice Packet”) to  
25 all identified Class Members via first-class regular U.S. Mail. Class Members are not required to  
26 submit claim forms to receive their Individual Settlement Shares. (*Id.* at § III(H)(2)(c).)

27 37. The Settlement will be funded pursuant to the timeline and manner set forth  
28 in the Agreement. (Exhibit 3, *supra*, at §§ III(H)(8)(a)-(b).) Uncashed settlement checks will escheat



1 to the California State Controller’s Office in accordance with California Unclaimed Property Law  
2 pursuant to the terms set forth in the Agreement. (*Id.* at § III(H)(9).)

3 38. As of the Effective Final Settlement Date, Class Members, who do not timely  
4 opt-out of the Settlement, release, remise, and forever discharge the Released Parties from the  
5 Released Claims for the Class Period. Participating Class Members agree not to sue or otherwise  
6 make a claim against any of the Released Parties for any of the Released Claims (“Released  
7 Claims”). (Exhibit 3, *supra*, at §§ I(KK), III(I).)

8 39. As of the Effective Final Settlement Date, the Settlement forever bars  
9 Plaintiff, the LWDA, and any other representative, proxy, or agent thereof, including, but not limited  
10 to, any and all Eligible Aggrieved Employees during the PAGA Period, from pursuing any action  
11 under PAGA, Labor Code sections 2698, *et seq.*, against the Released Parties based on or arising out  
12 of alleged violations of Labor Code sections alleged in this case. (Exhibit 3, *supra*, at § III(H)(4)(c))

13 40. As of the Effective Final Settlement Date, and in exchange for the Class  
14 Representative Enhancement Payments to Plaintiffs DelCorso, Ortega, and Sandoval in an amount  
15 not to exceed \$10,000, each, in recognition of their work and efforts in obtaining the benefits for the  
16 Class and undertaking the risk for the payment of costs if this matter had not successfully resolved,  
17 Plaintiffs provide a general release of claims for themselves and their spouses, heirs, successors and  
18 assigns. Plaintiffs’ Release of Claims also includes a waiver of Civil Code section 1542. (Exhibit 3,  
19 *supra*, at § Exhibit 3, *supra*, at § III(L))

20 41. Released Parties are Defendants and any and all of their past, present and  
21 future direct or indirect parents, sister or related entities, acquired companies, subsidiaries,  
22 predecessors, successors and affiliates as well as each of its or their past, present and future officers,  
23 directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers,  
24 heirs, representatives, accountants, auditors, consultants, and any individual or entity which could  
25 be jointly liable with Defendants (“Released Parties”). (Exhibit 3, *supra*, at § I(LL).)

26 42. The Settlement Agreement was reached because of arm’s-length negotiations.  
27 Though cordial and professional, the settlement negotiations have always been adversarial and non-  
28 collusive in nature. At the mediation, both Parties’ counsel conducted extensive arm’s-length

1 settlement negotiations until an agreement was ultimately reached by all Parties.

2           43. Plaintiffs and Class Counsel believe in the merits of the case but also  
3 recognize the expense and length of continued proceedings necessary to continue the litigation  
4 against Defendants through class certification, trial, and any possible appeals. Plaintiffs and Class  
5 Counsel have also considered the uncertainty and risk of further litigation, the potential outcome,  
6 and the difficulties and delays inherent in such litigation. Plaintiffs and Class Counsel have  
7 conducted extensive settlement negotiations, including formal mediation on April 29, 2022. Based  
8 on the foregoing, Plaintiffs and Class Counsel believe the settlement set forth in the Settlement  
9 Agreement is a fair, adequate, and reasonable, and is in the Class’s best interests.

10           44. The Parties investigated and evaluated the factual strengths and weaknesses  
11 of Plaintiffs’ claims and Defendants’ defenses before reaching the proposed Settlement and engaged  
12 in investigation, research, and discovery to support the Settlement. The Settlement was only possible  
13 following significant investigation and evaluation of Defendants’ relevant policies and procedures,  
14 as well as the data Defendants produced for the putative class, which permitted Class Counsel to  
15 engage in a comprehensive analysis of liability and potential damages. Furthermore, this case has  
16 reached the stage where “the Parties certainly have a clear view of the strengths and weaknesses of  
17 their cases” sufficient to support the Settlement. (*Boyd v. Bechtel Corp.* (N.D. Cal. 1979) 485 F.  
18 Supp. 610, 617.)

19           45. Plaintiffs’ claims are predicated on Defendants’ purported: (a) failure to  
20 properly calculate and pay overtime wages; (b) failure to provide meal and rest breaks and pay  
21 applicable premiums and/or failure to pay applicable premiums at the correct rate of pay; (c) failure  
22 to pay minimum wages; (d) failure to timely pay wages; (e) failure to issue compliant wage  
23 statements; (f) failure to reimburse business expenses; (g) violation of Labor Code section 2698, *et*  
24 *seq.* (PAGA); and (h) violation of Business & Professions Code sections 17200, *et seq.*

25           46. Defendants vehemently deny Plaintiffs’ theories of liability and contend, as  
26 stated above, that: (a) all meal and rest breaks were provided in compliance with California law; (b)  
27 that all wages were properly calculated and paid to Class Members; (c) that all wages were paid in  
28 a timely manner at the appropriate rate of pay; (d) that wage statements were provided in compliance

1 with Labor Code section 226; and (e) that all business expenses were reimbursed. Defendants further  
2 contend that any mistakes made (which they deny) were honest rather than willful. Finally,  
3 Defendants argue that if litigation were to continue, they feel confident that they would prevail.

4 47. Although Plaintiffs believe the case is suitable for certification on the basis  
5 that there are company-wide policies that Plaintiffs contend violate California law and uniformly  
6 affects the putative class members, uncertainties with respect to certification are always present. As  
7 the California Supreme Court ruled in *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th  
8 319, class certification is always a matter of the trial court's sound discretion. Decisions following  
9 *Sav-On Drug Stores, Inc.* have reached different conclusions concerning certification of wage-and-  
10 hour claims.<sup>1</sup>

11 48. In preparing for mediation, Defendants provided Plaintiffs with a sampling of  
12 time and pay records and information regarding the estimated number of pay periods and workweeks  
13 worked by Class Members and along with their average hourly rate of pay. Plaintiffs' expert  
14 determined that there were about 120,000 workweeks worked by Class Members. Plaintiffs' expert  
15 was also able to determine that the average hourly rate for Class Members was \$20.56.

16 49. Specifically, Plaintiffs assert Defendants failed to provide employees with  
17 legally mandated rest breaks and failed to pay premium wages for such violations. Plaintiffs'  
18 expert's analysis of Defendants' time records purportedly revealed – although Defendants deny –  
19 that there were approximately 100,704 shifts that were eligible for rest breaks. Interviews Class  
20 Counsel conducted with Class Members revealed – although Defendants deny – that Defendants'  
21 expectations and the nature of their work purportedly prevented employees from taking rest breaks  
22 most of the time. Plaintiffs allege – and Defendants deny – this issue was apparently made worse by  
23

24 \_\_\_\_\_  
25 <sup>1</sup> (See, e.g., *Harris v. Superior Court* (2007) 154 Cal.App.4th 164 [reversing decertification  
26 of class claiming misclassification and ordering summary adjudication in favor of employees],  
27 review granted Nov. 28, 2007, (2007) 171 P.3d 545 [not cited as precedent, but rather for  
28 illustrative purposes only]; *Walsh v. IKON Solutions, Inc.* (2007) 148 Cal.App.4th 1440 [affirming  
decertification of class claiming misclassification]; *Aguilar v. Cintas Corp. No. 2* (2006) 144  
Cal.App.4th 121 [reversing denial of certification]; *Dunbar v. Albertson's Inc.* (2006) 141  
Cal.App.4th 1422 [affirming denial of certification].)

1 Defendants' rest break policies prohibiting employees from receiving duty-free rest breaks (*i.e.*,  
2 unable to leave work premises). Class Counsel concluded based on its investigation and analysis,  
3 which is disputed by Defendants, that a thirty percent (30%) exposure on eligible rest breaks was  
4 reasonable. Due to Defendants' purported improper, uniform policies and practices described above,  
5 Plaintiffs estimate Defendants' exposure for rest break premiums would likely be approximately  
6 **\$621,142.27** ((100,704 shifts x 30% violation rate) x \$20.56).

7           50. As for Plaintiffs' theories involving meal break violations, Plaintiffs' expert  
8 also analyzed that there were approximately 51,131 shifts that purportedly had either late or short  
9 meal breaks, which Defendants deny. It is likely that half these shifts (25,565) were not caused by  
10 Defendants' alleged improper, uniform practices, meaning employees chose to take late or short  
11 meal breaks rather than being forced to do so. Specifically, of the short meal breaks, about forty  
12 percent (40.3%) were only apparently short by one to three (1-3) minutes. Similarly, of the late meal  
13 breaks, around thirteen percent (13.2%) were apparently late by one to five (1-5) minutes, and only  
14 13.8% of all alleged late meal breaks were taken later than the sixth hour. Based on this data, Class  
15 Counsel concluded that short and late meal breaks were not a significant source of violations and  
16 could be attributed to individual Class Member's choices rather than improper, uniform practices.  
17 Thus, while not exact, Class Counsel determined based on its investigation and analysis, which is  
18 disputed by Defendants, that approximating a fifty percent (50%) violation rate would be consistent  
19 with the data and Class Members indicating that they generally received proper meal breaks.  
20 According to Plaintiffs, if proven, Defendants' alleged exposure for meal break premiums would be  
21 approximately **\$525,616.4** (25,565 shifts x \$20.56).

22           51. Moreover, Plaintiffs contend Defendants failed to compensate employees for  
23 all hours worked, including hours worked off-the-clock pre-shift and post-shift. Based on Plaintiffs'  
24 reasonable estimate that Class Members would be able to prove that they worked approximately 20  
25 minutes (1/3 hour) of off-the-clock work per week, which is denied by Defendants, Plaintiffs contend  
26 a reasonable estimate of damages for this claim at trial would be approximately **\$822,400** (120,000  
27 workweeks x 1/3 hour x \$20.56). If using the overtime rate, as certain shifts exceeded eight (8) hours  
28 per day or forty (40) hours per week – although denied by Defendants, Plaintiffs' estimated damages

1 at trial would be around **\$1,233,600** (120,000 workweeks x 1/3 hour x \$30.84). This assumption by  
2 Plaintiffs that Class Members worked around 20 minutes of off-the-clock work per week was based  
3 on the information collected from interviewing Class Members, and is disputed by Defendants.

4 52. Plaintiffs assert and Defendants deny that Defendants failed to include non-  
5 discretionary (*i.e.*, performance-based) bonuses and/or commissions in employees' regular rates of  
6 pay for purposes of overtime compensation. According to Plaintiffs' expert's analysis, which is  
7 disputed by Defendants, Defendants allegedly owe approximately **\$44,176** in unpaid overtime wages  
8 to Class Members due to these regular rate issues.

9 53. Plaintiffs also contend Defendants failed to reimburse employees for all  
10 necessary business expenses. Employees were allegedly not reimbursed for using their personal cell  
11 phones and for purchasing PPE such as vests, steel-toed boots, and gloves. With regards to  
12 employees using their personal cell phones, Plaintiffs contend – and Defendants deny – that at least  
13 twenty percent (20%) of the personal cell phone charges are attributed to work. Class Counsel asked  
14 Class Members what percentage of their personal cell phone charges were attributed to work, and  
15 eighty percent (20%) was the most frequent answer. Using an average monthly charge of \$80.00,  
16 Plaintiffs conclude – and Defendants deny – each monthly cost would be approximately \$16.00. As  
17 a result, Plaintiffs calculate – and Defendants deny – the total amount that allegedly must be  
18 reimbursed for personal cell phone use is around **\$480,000** (30,000 months x \$16.00). Additionally,  
19 Plaintiffs alleges employees were required to purchase hard hats, safety vests, goggles, steel-toed  
20 boots, and gloves to effectively perform their duties for which they were purportedly not reimbursed.  
21 Class Counsel assumed that at least one (1) of each of these above-mentioned items were purchased  
22 per employee. Thus, Plaintiffs calculate – and Defendants deny – the total amount that Defendants  
23 allegedly must reimburse employees for such business purchases, assuming all employees were  
24 required to purchase all items, and calculated for purposes of the mediation by Plaintiffs' expert,  
25 Plaintiff estimated the cost for such items would be approximately **\$274,860** (\$180 x 1,527  
26 employees). If proven, Plaintiffs contend Defendants' total exposure for alleged unreimbursed  
27 business expenses is about **\$754,860**.

28 ///

1           54.     Furthermore, Plaintiffs allege Defendants issued wage statements in violation  
2 of Labor Code section 226(a) and that their exposure to statutory penalties is substantial. Plaintiffs  
3 calculated Defendants' maximum potential exposure as to this claim for purposes of the Settlement  
4 to be approximately **\$3,812,000** (\$4,000 x 953 employees).

5           55.     Finally, Plaintiffs assert Defendants are liable for waiting time penalties.  
6 Plaintiffs calculated Defendants' maximum potential exposure as to this claim for purposes of the  
7 Settlement to be about **\$4,702,483.20** (8 hours x \$20.56 average hourly rate x approximately 953  
8 separated employees x 30 days).

9           56.     The provisions of the Labor Code potentially triggering PAGA penalties in  
10 this case include, but are not limited to, Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a),  
11 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802. Defendants  
12 asserted that, regardless of the results of the underlying causes of action, PAGA penalties are not  
13 mandatory but permissive and discretionary. Defendants maintained, in addition to their strong  
14 arguments against the underlying claims, they had a strong argument that it would be unjust to award  
15 maximum PAGA penalties given the law's unsettled state.

16           57.     Class Counsel calculated penalties under this cause of action by multiplying  
17 the number of active Class Members (because of the shortened statutory period for this claim) by  
18 the civil penalties that each could be awarded for the Labor Code sections enumerated under Labor  
19 Code section 2699.5 that were applicable in this case. Class Counsel then applied discounts in light  
20 of the countervailing arguments with regard to the other causes of action, as well as the Court's  
21 power to award "a lesser amount than the maximum civil liability." (Lab. Code, § 2699, subd. (e)(2).)

22           58.     Given the state of the law and the range of PAGA penalties requested and  
23 actually awarded in California courts, it is difficult to determine a reasonable value and actual  
24 exposure for PAGA penalties. However, if PAGA penalties are granted on any one of the violations  
25 alleged in Plaintiffs' amended complaint, the total penalties exposure for the eligible pay periods  
26 could be approximately **\$3,080,700** (30,807 pay periods as calculated by Plaintiffs' expert in PAGA  
27  
28

1 period x \$100 per penalty).<sup>2</sup> Plaintiff calculated Defendants’ PAGA exposure using a one hundred  
2 percent (100%) violation rate based on the approximate number of pay periods (30,807) calculated  
3 by Plaintiffs’ expert using the one-year statutory period. Multiplying the PAGA exposure by the  
4 number of alleged violations under the various theories of recovery (6) under PAGA gives maximum  
5 potential civil penalties of **\$18,484,200**.

6 59. Although Plaintiffs argued they could obtain over \$18 million for PAGA  
7 penalties, it seems highly unlikely that the Court would award such a large amount. As noted above,  
8 courts have reduced PAGA penalties by about ninety percent (90%) where there are mitigating  
9 circumstances. (*Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 528-529 (affirming trial  
10 court’s award of less than 10% of maximum PAGA penalty for meal break violations where  
11 company sought to comply with the law).) Furthermore, PAGA’s statutory language is unclear as to  
12 whether PAGA penalties may be “stacked” – that is, whether multiple civil penalties can be  
13 recovered in the same pay period for different Labor Code violations. On one hand, Labor Code  
14 section 2699, subdivision (f) establishes “a civil penalty for a violation” (emphasis added), implying  
15 a separate civil penalty for each violation. On the other hand, employers cite Labor Code section  
16 2699, subdivision (g)(1), which states that “an aggrieved employee may recover the civil penalty  
17 described in subdivision (f)...on behalf of himself or herself and other current or former employees  
18 against whom one or more of the alleged violations was committed” (emphasis added). However,  
19 Defendants contended that the Ninth Circuit’s opinions in *Urbino v. Orkin Svcs. of Calif., Inc.* (9th  
20 Cir. 2013) 726 F.3d 118 and *Yocupicio v. PAE Grp., LLC* (9th Cir. 2015) 795 F.3d 1057, which  
21 preclude the aggregation of PAGA penalties for purposes of removal, prevents “stacking” of PAGA  
22 penalties. Without stacking and limited to the initial violation, the PAGA penalties would be limited  
23 to **\$125,300** (1,253 employees x \$100 initial violations) on the low end and **\$751800** (1,253  
24 employees x \$100 x 6 theories of recovery) on the high end.

25  
26 \_\_\_\_\_  
27 <sup>2</sup> A recent Ninth Circuit ruling suggests there may be no “subsequent” violation until an actual  
28 finding of a violation by a Labor Commissioner or court. (*Bernstein v. Virgin Am., Inc.* (9th Cir.  
2021) 990 F.3d 1157, 1172-1173.) As a result, Plaintiff estimated the amount of PAGA penalties  
using the “initial” penalty amount of \$100 under PAGA.

1           60. To the extent Defendants’ exposure remains in the millions of dollars, the  
2 civil penalties could be “unjust, arbitrary and oppressive, or confiscatory.” In fact, many courts have  
3 taken liberties to dramatically reduce the civil penalties. (See e.g. *Viceral v. Mistras Grp., Inc.* (N.D.  
4 Cal. Oct. 11, 2016, 2016 WL 5907869 at 9\* [preliminarily approving class action settlement that  
5 included a PAGA set-aside of just 0.15 percent of the PAGA claims’ full potential value, where  
6 “Plaintiffs face[d] a substantial risk of recovering nothing on either class or PAGA claims”]; *Costter*  
7 *v. Lyft, Inc.* (N.D. Cal. 2016) 193 F.Supp.3d 1030, 1037 [preliminarily approving class action  
8 settlement allocating a PAGA set-aside worth a fraction of the PAGA claims’ potential value, where  
9 the defendant’s obligations were “genuinely unclear” and there was no evidence the defendant acted  
10 deliberately or negligently failed to learn about its obligations].) Thus, under a more conservative  
11 approach, Class Counsel considered the possibility that the Court could assess only the initial  
12 violation rate.

13           61. Plaintiffs also recognize the risk that any PAGA award could be reduced.  
14 Many of the causes of action brought were duplicative of the statutory claims, such as violations of  
15 Labor Code sections 201, 202, 203, 226, 226.7, 510, 512(a), 1194, 1197, 1198, 2800, and 2802. The  
16 maximum penalties for each pay period are not justified. It was indeed arguable whether the Court  
17 would award the maximum penalties under the law. Thus, allocating \$75,000 to PAGA civil  
18 penalties was reasonable based on a rate of **\$2.43** per pay period [ $\$75,000 \div 30,807$  pay periods  
19 calculated by Plaintiffs’ expert in PAGA period = **\$2.43**], given the fact that Defendants are also  
20 paying an additional \$1,425,000 in the class settlement.<sup>3</sup> When PAGA penalties are negotiated in  
21 good faith and “there is no indication that [the] amount was the result of self-interest at the expense  
22 of other Class Members,” such amounts are generally considered reasonable.<sup>4</sup>

23  
24 <sup>3</sup> (See *Carrington, supra*, 30 Cal.App.5<sup>th</sup> at p. 529 [affirming a rate of \$5.00 per violation and  
25 a total PAGA penalty of \$150,000.00 while the plaintiff requested a rate of \$25.00 to \$75.00 per  
violation and a total PAGA penalty of \$70,000,000.00].)

26 <sup>4</sup> (*Hopson v. Hanesbrands Inc.* (N.D.Cal. Apr. 3, 2009, No. CV-08-0844 EDL) 2009  
27 U.S.Dist.LEXIS 33900, at \*24; see, e.g., *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 579,  
28 “[T]rial court did not abuse its discretion in approving a settlement which does not allocate any  
damages to the PAGA claims.”.)



62. Excluding the civil penalties, which could be completely discretionary, for the reasons stated, although denied and disputed by Defendants, Plaintiffs calculated the total estimated potential exposure, assuming certification and prevailing at trial, would be approximately **\$11,282,677.87** on the low end and **\$11,693,877.87** on the high end.

<b>Category</b>	<b>Plaintiffs' Potential Exposure Assessment</b>	<b>Certification Risk</b>	<b>Merits Risk</b>	<b>Plaintiffs' Realistic Exposure Assessment</b>
Rest Break Premiums	\$621,142.27	70%	60%	\$74,537.07
Meal Break Premiums	\$525,616.40	60%	60%	\$84,098.62
Overtime/Minimum Wage: Off-the-Clock Work	\$822,400 to \$1,233,600	60%	50%	\$164,480 to \$246,720
Overtime/Minimum Wage: Regular Rate	\$44,176	40%	50%	\$13,252.80
Unreimbursed Business Expenses	\$754,860	30%	70%	\$158,520
Wage Statement Penalty	\$3,812,000	60%	60%	\$609,920
Waiting Time Penalty	\$4,702,483.20	60%	60%	\$752,397.31
<b>MAXIMUM TOTAL EXPOSURE</b>	<b>\$11,282,677.87 to \$11,693,877.87</b>			<b>\$1,857,205.80 to \$1,939,445.80</b>

63. Based on the rest break theories described above, Class Counsel believe a seventy percent (70%) certification risk and a sixty percent (60%) merits risk are justified. Plaintiffs contend that during the Class Period, employees rarely, if ever, received rest breaks because the nature of their work coupled with Defendants' expectations prevented them from leaving their vehicles/machinery unattended. This issue with missed rest breaks was allegedly exacerbated by Defendants' rest break policies preventing employees from receiving duty-free rest breaks (*i.e.*, could not leave the work premises). However, Class Counsel understand that obtaining certification for noncompliant rest breaks due to improper, uniform policies and practices will be difficult and problematic since rest breaks are not recorded. Thus, proving the existence of improper, uniform policies and practices would require Class Counsel to undertake the time-consuming process of collecting declarations from putative class members. Further, Defendants can produce evidence and testimony at trial to argue that it never instructed or was even aware of employees working through

1 their rest breaks. In other words, employees were choosing to skip their rest breaks as opposed to  
2 being pressured to do so. By extension, Defendants may even present testimony to show that  
3 employees were never discouraged from leaving the work premises during rest breaks. This would  
4 mean that employees were electing to refrain from taking duty-free rest breaks and remain on the  
5 work premises. Finally, Defendants may even introduce evidence that employees waived their right  
6 to take rest breaks at their discretion. Therefore, Class Counsel believe this justifies a seventy percent  
7 (70%) certification risk and a sixty percent (60%) merits risk.

8           64. Class Counsel also apply a sixty percent (60%) certification risk and another  
9 sixty percent (60%) merits risk based on the meal break theories described above. Specifically,  
10 Plaintiffs allege that managers and supervisors constantly attempt to speak to employees about work-  
11 related matters even if it came at the expense of receiving compliant meal breaks. Moreover, like  
12 rest breaks, Defendants also supposedly prohibited employees from leaving the work premises  
13 during meal breaks, thereby denying them duty-free meal breaks. Finally, despite these violations,  
14 Defendants apparently attempted to conceal them by using their rounding policies (*i.e.*, 29-minute  
15 meal break rounded up to a 30-minute meal break). But while meal break violations are easier to  
16 prove than rest breaks violations since they are recorded, Class Counsel accept that there are still  
17 risks associated with obtaining certification. Class Counsel still must gather declarations from  
18 putative class members to show there are improper, uniform practices in place. Furthermore,  
19 Defendants may bring in evidence and testimony at trial to demonstrate that they never instructed  
20 managers and supervisors to interfere with employees' meal breaks. By extension, this would also  
21 mean that Defendants had no knowledge of employees missing, cutting short, or taking late meal  
22 breaks, meaning employees were choosing to do so. Next, Defendants could even admit testimony  
23 to offset Plaintiff's argument that employees did not receive duty-free meal breaks. In other words,  
24 employees were opting to remain on the premises as opposed to being instructed to do so. Finally,  
25 Defendants may introduce evidence to illustrate that their rounding policies were never used to  
26 downplay or conceal noncompliant meal breaks. Thus, Class Counsel apply a sixty percent (60%)  
27 certification risk and another sixty percent (60%) merits risk.

28 ///

1           65.     Moreover, Class Counsel believe Plaintiffs’ theories regarding unpaid wages  
2 due to off-the-clock work warrant a sixty percent (60%) certification risk and a fifty percent (50%)  
3 merits risk. Plaintiffs assert that employees were required to don and doff their PPE before entering  
4 the work facility pursuant to the performance of their duties. However, since the timekeeping  
5 machine was located inside the work facility, employees allegedly had to don and doff their PPE  
6 off-the-clock pre-shift and post-shift. Conversely, there are still risks associated with obtaining  
7 certification for off-the-clock work theories that Class Counsel must consider. First, additional hours  
8 worked off-the-clock will be difficult to prove since they are not recorded. Thus, Class Counsel will  
9 have to undertake the time-consuming process of gather declarations from putative class members  
10 to prove employees worked off-the-clock. In addition, Defendants may produce evidence and  
11 testimony to argue that employees were always paid for all hours worked if the issue was brought  
12 up. In other words, if there were instances of employees not being compensated for all hours worked  
13 (which Defendants deny) it was because Defendants were never made aware of this issue. By  
14 extension, Defendants can also present testimony to show that employees were given discretion to  
15 don and doff their PPE before or after clocking it, meaning employees were electing to don and doff  
16 before clocking and after clocking out. Consequently, Class Counsel believe this warrants a sixty  
17 percent (60%) certification risk and a fifty percent (50%) merits risk.

18           66.     With respect to derivative underpaid wage claims associated with  
19 Defendants’ alleged rounding practices, and although denied entirely by Defendants, Class Counsel  
20 independently assign a forty percent (40%) certification risk and another forty percent (40%) to  
21 merits risk to Plaintiffs’ improper rounding theories. Plaintiff alleges that Defendants’ rounding  
22 policies were neither fair nor neutral because they would round all hours worked to the nearest 0.1  
23 hour. This, in turn, apparently resulted in a significant underpayment of wages. Moreover, this issue  
24 is readily certifiable because the existence of rounding policies can be determined by reviewing  
25 employees’ time records. Consequently, this justifies the relatively low certification risk. However,  
26 Class Counsel know they will encounter obstacles regarding Plaintiffs’ theories involving improper  
27 rounding. For instance, Defendants can bring in evidence to illustrate that their rounding policies  
28 resulted in an equal amount of underpayment and overpayment of wages. Moreover, even if there

1 were instances of more underpayments (which Defendants deny), Defendants could offset this  
2 argument by introducing testimony that Defendants were never made aware that employees were  
3 being underpaid due to the rounding policies. For these reasons, Class Counsel assign a forty percent  
4 (40%) certification risk and another forty percent (40%) merits risk.

5           67. With respect to derivative underpaid wage claims associated with  
6 Defendants' alleged improper calculation of the regular rate of pay (inclusive of  
7 bonuses/commissions), and although denied entirely by Defendants, Class Counsel believe a forty  
8 percent (40%) certification risk and a fifty percent (50%) merits risk for Plaintiff's regular rates  
9 theories are justified. Specifically, Plaintiffs contend that Defendants allegedly paid their employees  
10 non-discretionary bonuses and/or commissions but failed to include them in employees' regular rates  
11 of pay for purposes of overtime compensation. Instead, based on the pay records Defendants  
12 produced, Plaintiffs assert that Defendants calculated overtime as one and one half (1.5) times  
13 employees' base hourly rates, which resulted in a significant underpayment of wages. Also, because  
14 this issue can be revealed by reviewing employees' payroll records, these regular rates theories are  
15 readily certifiable, which justifies Class Counsel's relatively low certification risk. However,  
16 Defendants may introduce evidence and testimony at trial to show that not all employees were  
17 eligible for or may have received non-discretionary bonuses and/or commissions. By extension,  
18 Defendants can even bring in evidence to argue that these non-discretionary bonuses and/or  
19 commissions were not paid every pay period, meaning most pay periods were unaffected. Finally,  
20 Defendants can admit evidence to demonstrate that the payment of their bonuses and/or commissions  
21 was completely discretionary, which can offset the entirety of Plaintiff's argument. Thus, Class  
22 Counsel believe this justifies a forty percent (40%) certification risk and a fifty percent (50%) merits  
23 risk.

24           68. Next, Class Counsel believe a thirty percent (30%) certification risk and a  
25 seventy percent (70%) merits risk for unreimbursed business expenses are warranted. Specifically,  
26 Plaintiffs contend that Defendants required employees to use their personal cell phones for various  
27 work-related reasons. Despite this, Defendants apparently never reimbursed employees for the usage  
28 or cell phones. Similarly, employees were expected to purchase PPE whenever their current PPE

1 were damages to continue effectively performing their duties. Yet, Defendants allegedly did not  
2 have a policy or practice or reimbursing employees for the expenses incurred. But Class Counsel  
3 know that they will face obstacles regarding these theories as well. Defendants may produce  
4 evidence and testimony at trial to show that few, if any employees were required to use their personal  
5 cell phones for work-related purposes. By extension, Defendants might even present evidence to  
6 argue that employees were never instructed to purchase new PPE. In other words, if employees  
7 needed new PPE, they only had to submit a request, which was generally granted by Defendants.  
8 Also, if employees were not reimbursed for using their personal cell phones, it is because they did  
9 not submit reimbursement requests. Therefore, Class Counsel believe this warrants a thirty percent  
10 (30%) certification risk and a seventy percent (70%) merits risk.

11           69. Plaintiff's Labor Code section 226(a) claim for wage statement penalties is  
12 based on Defendants' alleged failure to maintain accurate records. Defendants supposedly failed to  
13 accurately record all hours worked, failed to pay premium wages for noncompliant meal and rest  
14 breaks, and failed to factor non-discretionary bonuses and/or commissions into employees' regular  
15 rates for purposes of overtime compensation. This purportedly resulted in Defendants issuing wage  
16 statements that failed to accurately state the total hours worked, the gross wages earned, the net  
17 wages earned, and all applicable hourly rates in effect in violation of section 226(a). However,  
18 Defendants' errors (which they deny) most likely did not affect all employees. Also, Defendants can  
19 be expected to argue that their employees' wage statements were not inaccurate as to wages paid  
20 and that premium payments are not wages for purposes of section 226(a). Consequently, Class  
21 Counsel apply a sixty percent (60%) certification risk and another sixty percent (60%) merits risk.

22           70. Finally, Plaintiff's Labor Code section 203 claim for waiting time penalties is  
23 based on Plaintiffs' claims for underpaid minimum and overtime wages, as well as missed meal and  
24 rest breaks. If Plaintiffs prevail on these underlying claims, it will lead to waiting time penalties.  
25 However, Defendants may argue that any failure to pay wages due and owing to employees in a  
26 timely manner (which they deny) was not "willful" under section 203 and was, instead, an honest  
27 mistake made in good faith. Also, Defendants will presumably assert that premium payments for  
28 missed meal and rest breaks are not wages for purposes of waiting time penalties. For these reasons

1 and the reasons explained above, Class Counsel assign a sixty percent (60%) certification risk and a  
2 sixty percent (60%) merits risk.

3 71. Based on this analysis, and although denied and disputed by Defendants,  
4 Plaintiffs assessed their realistic recovery for this case is **\$1,857,205.80** on the low end and  
5 **\$1,939,445.80** on the high end. The Gross Settlement Amount of \$1,500,000 is about thirteen percent  
6 (12.83%) of the maximum potential exposure and approximately seventy-seven percent (77.34%) of  
7 the maximum realistic exposure at trial, which is an excellent settlement.

8 72. Plaintiffs contend the proposed Class is ascertainable and numerous as to  
9 make it impracticable to join all Class Members, and there are common questions of law and fact  
10 that predominate over any questions affecting any individual Class Member. Plaintiffs contend that  
11 as former hourly-paid, non-exempt employees of Defendants, their claims are typical of the claims  
12 of the Class, and Class Counsel will fairly and adequately protect the interests of the Class. Also,  
13 Plaintiffs assert that the prosecution of separate actions by individual Class Members would create  
14 the risk of inconsistent or varying adjudications, and a class action is, therefore, superior to other  
15 available means for the fair and efficient adjudication of the case. As discussed below, this case is  
16 amenable to class certification.

17 73. This case involves approximately one thousand seven hundred twenty (1,720)  
18 Class Members. Thus, Plaintiffs contend the Class is sufficiently numerous.<sup>5</sup> All Class Members  
19 can and will be identified by Defendants to the Settlement Administrator through a review of its  
20 employment records concerning hourly-paid non-exempt persons employed by Defendants in  
21 California during the Class Period.

22 74. Plaintiffs assert alleged common issues of fact and law predominate as to each  
23 of the claims alleged. Plaintiffs contend all hourly-paid non-exempt persons employed by  
24 Defendants during the Class Period were subject to the same or similar employment practices,  
25 policies, and procedures. All Plaintiffs' claims surround Defendants' alleged common schemes of:

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27  
28 <sup>5</sup> (See *Ghazaryan v. Diva Limousine, Ltd.* (2008) 169 Cal.App.4th 1524, 1531, n.5 [finding that a proposed class of "as many as 190 current and former employees" is sufficiently numerous].)

1 (a) failing to maintain compliant meal and rest break policies and practices; (b) failing to reimburse  
2 business expenses; and (c) failing to fully and properly compensate employees for, *inter alia*, all  
3 hours worked, overtime work, noncompliant meal and rest breaks, and for associated wage statement  
4 and waiting time penalties.

5 75. Plaintiffs are former non-exempt, hourly employees of Defendants. Plaintiffs  
6 allege they and the Class Members were employed by the same companies and were injured by  
7 Defendants' common policies and practices related to: (a) meal and rest breaks; (b) uncompensated  
8 off-the-clock work; (c) underpaid and properly calculated overtime wages, premium wages, and sick  
9 leave pay; (d) unreimbursed business expenses; (e) untimely paid wages; and (f) inaccurate wage  
10 statements. Plaintiffs seek relief for these claims and derivative claims on behalf of the Class. Thus,  
11 Plaintiffs' claims as alleged arise from the same employment practices and are based on the same  
12 legal theories as those applicable to the Class.

13 76. Plaintiffs contend they have proven to be adequate Class Representatives.  
14 Specifically, Plaintiffs have conducted themselves diligently and responsibly in representing the  
15 Class in this litigation, understand their fiduciary obligations, and have actively participated in the  
16 prosecution of this case. Plaintiffs have spent time in meetings and conferences with Class Counsel  
17 to provide Class Counsel with a complete understanding of their work environment and  
18 requirements. Furthermore, Plaintiffs have no interest that is averse to the interests of the other Class  
19 Members.

20 77. The proposed Settlement is the product of serious, informed, non-collusive  
21 negotiations, has no obvious defects, does not improperly grant preferential treatment to the Class  
22 Representatives, or segments of the Class, and falls within the range of fair and reasonable  
23 settlements. I believe that this non-reversionary settlement is in the best interests of the Class as fair,  
24 reasonable, and adequate.

25 78. The Settlement Agreement calls for the payment of the Attorney Fee Award  
26 in an amount of up to \$500,000. This request is fair, reasonable, and adequate to compensate Class  
27 Counsel for the substantial work they have put into this case and the risk they assumed by taking it  
28 in the first place. I have practiced law in Southern California since December of 2004, with most of

1 my time focused solely on the prosecution of employment and wage-and-hour class action litigation.  
2 I am aware that the common and acceptable rate for contingency representation in wage-and-hour  
3 class action litigation is normally forty percent (40%) before trial, with the range being from thirty-  
4 three and one-third percent (33.3%) up to fifty percent (50%).

5 79. The Attorney Fee Award is intended to reimburse Class Counsel for all  
6 uncompensated work that they have already done and for all the work they will continue to do in  
7 carrying out and overseeing notification of the Class, communication with the Class regarding the  
8 proposed Settlement, and the settlement administration if the Settlement Agreement is preliminarily  
9 and finally approved.

10 80. Class Counsel took this case on a contingent fee basis against a business  
11 represented by a reputable defense firm. When we take contingent fee-based cases, we must pay  
12 careful attention to the economics involved. Accordingly, when taking these cases, we anticipate  
13 that we shall, if successful, receive a fee that exceeds our normal hourly rate; otherwise, the risk is  
14 often too great to bear. Even when we work long hours, the number of hours in a day is limited.  
15 Therefore, when we take on one matter, we are unable to take on other matters. When Class Counsel  
16 became involved in this case, we realized the time commitment that it would entail, and we were  
17 forced to turn down matters that we otherwise could have handled. We were forced to do so because  
18 of the thorough factual investigation and development this case required. In sum, this case claimed  
19 a significant portion of Class Counsel's time and attention throughout its pendency.

20 81. The requested fee is reasonable for the services provided to Participating  
21 Class Members and for the benefits they will receive.

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# **EXHIBIT 1**

<b>Cases</b>	<b>Court</b>	<b>Case Number</b>	<b>Judge</b>
Jamie Contreras v. Stueves's Milk Transport, Inc.	San Bernardino County Superior Court	CIVDS1304440	David Cohn
Art Kelly et al. v. Barker Management, Inc.	Los Angeles County Superior Court	BC506120	Kenneth Freeman
Patrick Arrellano v. Tolt, LLC; Tolt Service Group, Inc.	Los Angeles County Superior Court	BC512644	Amy Hogue
Derya Keles et al. v. The Art of Shaving-FL, LLC	Alameda County Superior Court	RG13687151	Wynne Carville
Marc Newman v. Hyder & Company	San Diego County Superior Court	37-2013-00051617-CU-OE-CTL	John Meyer
Abigail Stahl v. Fred Leeds Properties, Inc.	Los Angeles County Superior Court	BC509716	John Wiley, Jr.
Johnny Esters et al. v. HBD LTD, Limited Partnership	Kern County Superior Court	S-1500-CV-279879 DRL	David Lampe
Brian Davidson et al. v. Lentz Construction General Engineering Contractor, Inc.	Kern County Superior Court	S-1500-CV-279842-LHB	Lorna Brumfield
Lindsay Griffiths v. Paper Source, Inc.	Los Angeles County Superior Court	BC506121	William Highberger
Gabriel Betancourt v. Hugo Boss USA	Los Angeles County Superior Court	BC506988	Kenneth Freeman
Stephen McDougle et al. v. Ensign Drilling Company (California), Inc.	Kern County Superior Court	S-1500-CV-279842-LHB	Lorna Brumfield
Cody Pierce v. Progress Rail Services Corporation	Kern County Superior Court	S-1500-CV-282596	David Lampe
Michael Weston et al. v. Helmerich & Payne International Drilling Co.	Kern County Superior Court	1500 CV279549	David Lampe
Rod Rodriguez v. B&L Casing Service, LLC	Kern County Superior Court	S-1500-CV-282709-DRL	David Lampe
Jose Duval et al. v. DBI Beverage, Inc.	Santa Clara County Superior Court	1-14-CV-266154	Peter Kirwan
Pamela Van Goey v. Pro's Choice Beauty Care, Inc.	Los Angeles County Superior Court	BC545400	John Wiley, Jr.
Michael Peterson v. T-J Roofing Co., Inc (Baker Roofing)	San Joaquin County Superior Court	39-2014-00316043-CU-OE-STK	Barbara Kronlund
Ilya Zaydenburg et al. v. Crocs Retail, Inc.	Los Angeles County Superior Court	BC554214	John Wiley, Jr.
Jeff Hartzell et al. v. Truitt Oil Field Maintenance Corporation	Kern County Superior Court	S-1500-CV-283011-DRL	David Lampe
Nickolus Blevins v. Watkins Construction Co., Inc.	Kern County Superior Court	S-1500-CV-283079-LHB	Lorna Brumfield
Jennifer Ailey et al. v. Restoration Hardware, Inc.	Los Angeles County Superior Court	JCCP4794	William Highberger
Mario Navarro-Sales et al. v. Markstein Beverage Co.	Sacramento County Superior Court	34-2015-00174957	Alan Perkins
Jason Novak v. Midlands Management Corporation; Midlands Claim Administrators	Los Angeles County Superior Court	BC56702	Ann Jones
Oscar Pina v. Zim Industries, Inc. dba Bakersfield Well & Pump	Kern County Superior Court	S-1500-CV-284498-SPC	Sidney Chapin
David W. White et al. v. Pilot Travel Centers LLC	San Joaquin County Superior Court	39-2013-00301569-CU-OE-STK	Linda Lofthus
Kristin Hollinger et al. v. Safety Management Systems, LLC	Kern County Superior Court	S-1500-CV-284499-DRL	David Lampe
Michelle Ross et al. v. Southern State Insurance (Alsmadi)	Los Angeles County Superior Court	BC507217	Kenneth Freeman
Simone Blattler et al. v. Kate Spade & Company	Los Angeles County Superior Court	BC521256	Kenneth Freeman
Melba Hynick v. AmeriFirst Financial, Inc.	Los Angeles County Superior Court	BC573246	Lisa Hart Cole
Evelyn Antoine v. Rivertone Residential CA, Inc. dba Riverstone Residential Group	Sacramento County Superior Court	34-2013-00155974	Alan Perkins
Lesly Chavez et al. v. East West Bank	San Francisco County Superior Court	CJC-13-004839	Curtis Karnow
John Kim v. Hanmi Bank	Los Angeles County Superior Court	BC534578	Elihu Berle
Nickolous Blevins v. Republic Refrigeration, Inc.	Los Angeles County Superior Court	BC579924	Elihu Berle
Melba Hynick et al. v. International City Mortgage, Inc.	San Bernardino County Superior Court	CIVDS1502516	Keith Davis
Jose Contreas v. Towne Center Property Management, Inc.	Los Angeles County Superior Court	BC513621	Ann Jones

<b>Cases</b>	<b>Court</b>	<b>Case Number</b>	<b>Judge</b>
Cody Pierce et al. v. Robert Heely Construction, LP	Kern County Superior Court	S-1500-CV-282474-LHB	Lorna Brumfield
Terry Tauchman v. Outerwall, Inc. aka Coinstar, Inc.	Sacramento County Superior Court	34-2013-00154815	Alan Perkins
Sherrie Ward et al. v. Amazon Processing, LLC dba Appstar Financial	San Diego County Superior Court	37-2015-00012522-CU-OE-CTL	Timothy Taylor
Karen McKinnon et al. v. Renovate America, Inc.	San Diego County Superior Court	37-2015-00038150-CU-OE-CTL	John Meyer
Mark Aceves et al. v. Cambro Manufacturing Company	Orange County Superior Court	30-2015-00810013-CU-OE-CXC	Glenda Sanders
Kevin Marking v. Randy's Trucking, Inc.	Kern County Superior Court	BCV-15-100180-TSC	Thomas Clark
Daniel Saiyasit et al. v. Saccani Distributing Company	Sacramento County Superior Court	34-2015-00187440	Raymond Cadei
Michael Emerson et al. v. Ganahl Lumber Company	Orange County Superior Court	30-2014-00747750-CU-OE-CXC	Kim Dunning
Jose Salas v. Clean Harbor Environmental Services, Inc.	Kern County Superior Court	BCV-15-100187DRL	David Lampe
Edwin Murillo v. W.A. Thompson, Inc	Kern County Superior Court	BCV-16-101994	Sidney Chapin
Tyrone Windham et al. v. T.F. Louderback, Inc. dba Bay Area Beverage Company	Contra Costa County Superior Court	CIVMSC16-00861	Barry Goode
Derrick Lankford v. Roseburg Forest Products Co.	Los Angeles County Superior Court	BC603618	Ann Jones
Alejandro Hernandez v. Crest Beverage, LLC	San Diego County Superior Court	37-2015-00039163-CU-OE-CTL	Katherine Bacal
Martin Gonzalez v. Matagrano Inc.	San Francisco County Superior Court	CGC-16-550494	Curtis Karnow
Malachi Smith et al. v. Marketstar Corporation	Alameda County Superior Court	JCCP004820	George Hernandez
Justin Dougherty v. Redbox Automated Retail, LLC	Los Angeles County Superior Court	BC544841	Maren Nelson
Edgardo Madrigal et al. v. Couch Distributing Company, Inc.	Santa Cruz County Superior Court	15-CV-00439	Paul Burdick
Rodney Hoffman v. Blattner Energy Inc.	United States District Court of Central California	ED CV 14-2195-DMG (DTBx)	Dolly Gee
Ruben Amaya v. Apex Merchant Group, LLC dba Express Processing	Sacramento County Superior Court	34-2015-00186623-CU-OE-GDS	Steven Rodda
Eduardo De La Torre et al. v. Acuity Brands Lighting, Inc.	San Bernardino County Superior Court	CIVDS1601800	Donna Gunnell Garza
Carlos Ramirez v. Mashburn Transportation Services, Inc.	Kern County Superior Court	BCV-15-100591-SPC	Stephen Schuett
Dennis Carr et al. v. American Security Products Company	San Bernardino County Superior Court	CIVDS1606769	Wilfred Schneider, Jr.
Shane Burke v. Petrol Production Supply, Inc.	Kern County Superior Court	BCV-15-101092-SPC	Stephen Schuett
Sam John et al. v. Rival Well Services Incorporated	Kern County Superior Court	BCV-15-100504-SPC	Stephen Schuett
Tanya Orosco v. Visionary Home Builders of California	Sacramento County Superior Court	34-2017-00210368-CU-OE-GDS	Christopher Krueger
Eric Savage et al. v. Regus Management Group, LLC	Los Angeles County Superior Court	BC498401	Elihu Berle
Adalberto Chavana v. Golden Empire Equipment, Inc.	Kern County Superior Court	BCV-16-102796-DRL	David Lampe
Jeff Prince v. Ponder Environmental Services, Inc.	Kern County Superior Court	BCV-16-100784-DRL	David Lampe
Fernando Mondragon et al. v. Oldenkamp Trucking, Inc.	Kern County Superior Court	BCV-16-102399	Stephen Schuett
John Steele et al. v. Delta Sierra Beverage, LLC	Sacramento County Superior Court	34-2017-00206727	Alan Perkins
Nabor Navarro v. Trans-West Intermodal, Inc.	San Bernardino County Superior Court	CIVDS1700850	Brian McCarville
David Dobbs v. Wood Group PSN, Inc.	Kern County Superior Court	BCV-16-101078-DRL	David Lampe
Keith Lacy v. Azuma Foods International, Inc., USA	Alameda County Superior Court	RG16827402	Winifred Smith
Julio Ceron et al. v. Hyrdo Resources-West, Inc.	Kern County Superior Court	BCV-15-101461	Stephen Schuett
Antonio Calderon v. BKB Construction, LP	Kern County Superior Court	BCV-17-102154-DRL	David Lampe

<b>Cases</b>	<b>Court</b>	<b>Case Number</b>	<b>Judge</b>
Silvia Harbabikian et al. v. Williston Financial Group, LLC	Ventura County Superior Court	56-2016-00485186-CU-OE-VTA	Kent Kellegrew
Alex Vega et al. v. Advance Beverage Co., Inc.	Kern County Superior Court	BCV-16-100848-DRL	David Lampe
Emmanuel Villarin v. BHFC Operating LLC dba Bottega Louie	Los Angeles County Superior Court	BC616136	Carolyn Kuhl
Milton Krisher et al. v. General Production Service of California, Inc.	Kern County Superior Court	BCV-15-100795	David Lampe
Steve Stuck v. Jerry Melton & Sons Construction, Inc.	Kern County Superior Court	BCV-16-101516-DRL	David Lampe
Caryn Rafferty et al. v. Academy Mortgage Corporation	Sacramento County Superior Court	34-2016-00191285-CU-OE-GDS	David Brown
Carrie Baker v. Central Coast Home Health	San Luis Obispo County Superior Court	17CV-0219	Tana Coates
Jamar Farmer v. Cooks Collision, Inc.	Napa County Superior Court	17CV000969	Diane Price
Alvin Hayes et al. v. Advanced Drainage Systems, Inc.	Kern County Superior Court	BCV-17-101019	Stephen Schuett
Carlos Ramirez v. Crestwood Operations LLC	Kern County Superior Court	BCV-17-100503	David Lampe
Belen Torrez v. Freedom Mortgage Corporation	San Bernardino County Superior Court	CIVDS1709351	David Cohn
Nickolous Blevins v. California Commercial Solar, Inc.	Kern County Superior Court	BCV-17-199571	Stephen Schuett
Ricardo Ortega et al. v. Nestle Waters North America, Inc.	Los Angeles County Superior Court	BC623610	Carolyn Kuhl
Marco Reyes v. Halliburton Energy Services, Inc.	Kern County Superior Court	S-1500-CV-280215-SDS	Stephen Schuett
Dennis Carr v. So-Cal Structural Steel Fabrication, Inc.	San Bernardino County Superior Court	CIVDS1605828	Thomas Garza
Dois Sides et al. v. S.A. Camp Pump Company	Kern County Superior Court	BCV-16-100219-DRL	David Lampe
Javier Cisneros et al. v. Wilbur-Ellis Company LLC	Kern County Superior Court	BCV-17-102836-DRL	David Lampe
Landon Fulmer, Jr. et al. v. Golden State Drilling, Inc.	Kern County Superior Court	S-1500-CV0279707-SDS	Stephen Schuett
Alejandro Hernandez v. NUCO2 Management, LLC	Kern County Superior Court	BCV-17-102571-SDS	Stephen Schuett
Carlos McCollum et al. v. Delta Tech Service, Inc.	Solano County Superior Court	FCS049504	Scott Daniels
Juan Garcia et al. v. Straub Distributing Company, LTD	Kern County Superior Court	BCV-18-100377-DRL	David Lampe
Hal Weinshank et al. v. Freedom Mortgage Corporation	Sacramento County Superior Court	34-2018-00229068	David Brown
Carl Morel et al. v. Aseptic Solutions USA Ventures, LLC	Riverside County Superior Court	RIC1711383	Craig Riemer
Bridgette Guzman v. CrossCountry Mortgage, Inc.	San Diego County Superior Court	37-2017-00050474-CU-OE-CTL	Richard Whitney
Jose Castillo v. Gabriel I. Cruz dba GIC Transport Inc.	Kern County Superior Court	BCV-17-101807-DRL	Thomas Clark
Maximo Garcia et al. v. Glide Rite	Los Angeles County Superior Court	BC665485	William Highberger
Marie Hernandez v. Starbucks Corporation dba Teavana	Ventura County Superior Court	56-2017-00497449-CU-OE-VTA	Matthew Guasco
Talia Turner et al. v. Alliance Residential, LLC	Sacramento County Superior Court	34-2016-00199504-CU-OE-GDS	Alan Perkins
Genio Chuen v. 911 Mobile Mechanic, LLC	Orange County Superior Court	30-2017-00943421-CU-OE-CXC	Glenda Sanders
Elbern Gentry v. Eugene Burger Management Corporation	Sacramento County Superior Court	34-2015-00182515-CU-OE-GDS	David Brown
Daniel Lee v. Westside Habitats, LLC	Los Angeles County Superior Court	BC702296	Elihu Berle
Victor Felix v. Remedial Transportation Services, Inc.	Kern County Superior Court	BCV-18-102595	David R. Lampe
Amy Lustig v. Skyline Financial Corporation	Los Angeles County Superior Court	JCCP4929	Daniel Buckley
Maurice Bunche et al. v. Mettler-Toledo Rainin, LLC	Alameda County Superior Court	RG18899279	Winifred Smith
Richard Valencia v. Hill Phoenix, Inc.	San Bernardino County Superior Court	CIVDS1715125	David Cohn
Annie Ayala v. Cherry Creek Mortgage Co., Inc.	San Bernardino County Superior Court	CIVDS1813616	David Cohn
Melissa Paez v. C&R Restaurant Group, LP	Kern County Superior Court	BCV-18-103171	Stephen Schuett

<b>Cases</b>	<b>Court</b>	<b>Case Number</b>	<b>Judge</b>
Johnie Honeycutt et al. v. California Sierra Express, Inc.	Sarremonto County Superior Court	34-2017-00210723	David Brown
Jimmy Alexander v. Republic Services, Inc.	Kern County Superior Court	BCV-18-102520-DRL	David Lampe
Jose Garcia v. Hronis, Inc	Kern County Superior Court	BCV-18-101510	David Lampe
Carlos Koreisz et al. v. On Q Financial, Inc	Ventura County Superior Court	56-2018-00511 126-CU-OE-VTA	Mark Borrell
Jason Manas et al. v. Kenai Drilling Limited	Los Angeles County Superior Court	BC546330	Daniel Buckley
Michelle Xiong et al. v. Hilltop Ranch, Inc.	Merced County Superior Court	18CV-01340	Brian McCabe
David Bibb v. Gazelle Transportation, LLC	Kern County Superior Court	BCV-18-103172-DRL	David Lampe
Israel Balderama v. Steeler, Inc.	Kern County Superior Court	BCV-18-102314-DRL	David Lampe
Donna Chavez v. Munchkin, Inc.	San Bernardino County Superior Court	CIVDS1829987	John Tomberlin
Julio Rodriguez v. Square-H Brands, Inc	Los Angeles County Superior Court	BC719423	Eliihu Berle
Jose Godinez et al. v. Lazer Spot, Inc.	Kern County Superior Court	BCV-17-102721	Thomas Clark
Ratcliffe v. Gold Star Mortgage Financial Group	Orange County Superior Court	30-2017-00918768-CU-OE-CXC	Peter Wilson
Jose Duval v. Pacific States Petroleum, Inc.	Sacramento County Superior Court	34-2018-00231934, 34-2018-243085	David Brown
Karen Morgan v. Childtime Childcare, Inc. (Federal)	United States District Court of Central California	8:17-cv-01641 AG (KESx)	Andrew Guilford
Alejandro Amador v. RMJV, LP dba Fresh Creative Foods	San Diego County Superior Court	37 -2018-00045893-CU-OE-NC	Jacqueline Stern
Georgeta Beldiman v. Universal Hospital Services, Inc.	Kern County Superior Court	BCV-18-102235-SDS	Stephen Schuett
Juan Sanchez v. Leon Krous Drilling, Inc.	Los Angeles County Superior Court	BC705069	William Highberger
Araz Parseghian et al. v. Homestreet Bank	Sacramento County Superior Court	34-2018-00241855-CU-OE-GDS	David Brown
Jose Garcia v. Pacific Coast Supply, LLC	Sacramento County Superior Court	30-2019-00247748-CU-OE-GDS	David Brown
Carl Powell et al. v. West Coast Casing, LLC	Kern County Superior Court	BCV-15-100277-DRL	David R. Lampe
Daniel Flores v. Wilmar Oils & Fats (Stockton), LLC	San Joaquin County Superior Court	STK-CV-UOE-2018-0012758	Barbara Kronlund
Jordan Dahlberg et al. v. Fresno Beverage Company dba Valley Wide Beverage	Tulare County Superior Court	VCU279083	Bret Hillman
Kamada McDaniel v. Royal Cup, Inc.	Alameda County Superior Court	RG19001661	Brad Seligman
Steven Franklin v. Synergy One Lending, Inc.	Kern County Superior Court	BCV-20-100178-SDS	Stephen Schuett
Jorge Proctor v. Helena Agri Enterprises, LLC	San Diego County Superior Court	37-2018-00057894-CU-OE-CTL	Joel Wohlfeil
Mariano Martinez v. Community Playgrounds, Inc.	Solano County Superior Court	FCS053879	Bradley Nelson
Fabian Mayorag v. Sturgeon Services International, Inc.	Los Angeles County Superior Court	BC509717	Ann I. Jones
Christine Arman v. Circor Aerospace, Inc.	Riverside County Superior Court	RIC1613578	Sunshine Sykes
Liam Meyers et al v. Power Machinery Center	Kern County Superior Court	BCV-19-100897-DRL	David R. Lampe
Imelda De Vega v. Baxter Healthcare Corporation	Merced County Superior Court	20CV-00782	Brian McCabe
Mario R. Guerrero et al. v. Plaza Home Mortgage, Inc.	Imperial County Superior Court	ECU001150	L. Brooks Anderholt
Marcel Harrington et al. v. Arlon Graphics, LLC	Orange County Superior Court	30-2018-00970444-CU-OE-CXC	Peter Wilson
Daishun Luckett v. King's Hawaiian Bakery West, Inc. et al.	Los Angeles County Superior Court	19TRCV00761	Gary Y. Tanaka
Harry Noriesta v. Konica Minolta Business Solutions U.S.A., Inc.	United States District Court of Central California	EDCV 19-620-JGB (KKx)	Jesus G. Bernal
Rance Lewis v. Environmental Waste Minimization, Inc.	Kern County Superior Court	BCV-19-102248-SDS	Stephen Schuett
Juan Olivas et al. v. VCI Construction, LLC	Kern County Superior Court	BCV-20-100512-SDS	Stephen Schuett

<b>Cases</b>	<b>Court</b>	<b>Case Number</b>	<b>Judge</b>
Jonathan McAllister et al. v. La Tortilla Factory, Inc.	Sonoma County Superior Court	SCV-263220	Gary Nadler
Luis Ross et al. v. Cardinal Financial Company L.P.	Orange County Superior Court	30-2018-00998757-CU-OE-CXC	William Claster
Mansour Nije v. Lucira Health, Inc. f/k/a Diassess, Inc.	Alameda County Superior Court	RG20055890	Julia A. Spain
Byron Woods et al. v. Johanson Dielectrics, Inc.	Los Angeles County Superior Court	19STC11487	Maren Nelson
Harry Noriesta v. Konica Minolta Business Solutions U.S.A., Inc.	Merced County Superior Court	20CV-01183	Brian McCabe
Guy Beaudoin et al. v. Weststar Transportation, Inc.	Kern County Superior Court	BCV-18-101045	David R. Lampe
Josh Spier et al. v. Gibbs International, Inc.	Kern County Superior Court	BCV-19-101774-DRL	David R. Lampe
Raynisha Buntun et al. v. 1st Class Staffing et al.	San Joaquin County Superior Court	STK-CV-UOE-2018-15239	Geoge J. Abdallah
Thomas Cuen v. Patriot Environmental Services, Inc.	Kern County Superior Court	BCV-18-102851	David R. Lampe
Sovann Touch v. Presidio Components	Kern County Superior Court	BCV-20-101005	David R. Lampe
Justin Janis et al. v. United Rentals (North America), Inc.	Kern County Superior Court	BCV-19-102692	David R. Lampe
Jeff Borghi v. Goldco Direct LLC dba Goldco Precious Metals	Ventura County Superior Court	56-2019-00533053-CU-OE-VTA	Jeffery G. Bennet
John Kula v. Markem-Imaje Corporation	San Bernardino County Superior Court	CIVDS1911687	Bryan F. Foster
Joseph Garza v. CIG Logistics (Continental Intermodal Group)	Kern County Superior Court	BCV-19-102776-SDS	Stephen Schuett
Robin Arnold v. Guranteed Rate, Inc.	Ventura County Superior Court	56-2019-00523081-CU-OE-VTA	Jeffery G. Bennet
Tyler Arciniega et al. v. Ony Glo, Inc. dba Mortgage Bankers	San Bernardino County Superior Court	CIVDS1901760	Brian S. McCarville
Erica Corona et al. v. Property West, Inc.	San Diego County Superior Court	37-2017-00028103-CU-OE-CTL	Ronald F. Frazier
AnnMarie Albanex v. Bank of Hope	Los Angeles County Superior Court	19STCV30577	Rafael A. Onkeko
Ernesto Perez v. Tri-Star Deying and Finishing, Inc.	Los Angeles County Superior Court	BC649292	Carolyn Kuhl
Kelly Lomeland v. Consolidated Fire Protection	Orange County Superior Court	30-2019-01056877-CU-OE-CXC	Glenda Sanders
Edward Cardenas v. Point Mortgage Corporation	San Diego County Superior Court	37-2018-00036627-CU-OE-CTL	Ronald F. Frazier
Patricial Alcantar et al v. Bay Equity, LLC	Marin County Superior Court	CIV1903376	James Chou
Efrain Perez v. Freedom Medical, Inc.	San Bernardino County Superior Court	CIVDS1903517	Bryan F. Foster
Justin Tourchette v. Finelite, Inc.	Alameda County Superior Court	RG19022885	Frank Roesch
Nathan Priess v. Fiore Management, LLC	Kern County Superior Court	BCV-20-100930-DRL	David R. Lampe
Paul Svinth v. Wastequip Manufacturing Company, LLC	Kern County Superior Court	BCV-17-102143-DRL	David R. Lampe
Marisol Coronado v. Adventist Health Medical Center Tehachapi et al.	Kern County Superior Court	BCV-19-102644	David R. Lampe
Beverly Saolom v. Pulmonox Corporation	San Mateo County Superior Court	19-CIV-05070	Nancy Fineman
Rodney Bianco et al. v. Fujitsu America, Inc.	Los Angeles County Superior Court	18STCV00254	Daniel Buckley
Mark Barnes v. American Financial Network	Orange County Superior Court	30-2017-00921175-CU-OE-CXC	William Claster
Alejandro Pichardon v. American Financial Network	Orange County Superior Court	30-2016-00880472-CU-OE-CXC	William Claster
Edgar Sanchez v. Sunpower Corporation	Kern County Superior Court	BCV-18-102563-SDS	Stephen Schuett
Keith Lacy v. Agro Merchants Oakland, LLC	Alameda County Superior Court	RG18909127	Brad Seligman
Joseph B. Williams v. Good Health, Inc. et al.	Los Angeles County Superior Court	19STCV14944	Elihu M. Berle
Matthew Tucker v. BYD Coach & Bus, LLC	Los Angeles County Superior Court	BC698921	Amy Hogue
Jamie Garcia v. Argo Chemical, Inc.	Kern County Superior Court	BCV-18-102162	David R. Lampe
Cindy Johnson et al. v. Summit Funding, Inc.	Sacramento County Superior Court	34-2018-00237292	Shama H. Mesiwala

<b>Cases</b>	<b>Court</b>	<b>Case Number</b>	<b>Judge</b>
Paul Zavala v. Donaghy Sales, LLC	Kern County Superior Court	BCV-20-102005	David R. Lampe
Luis Pelayo v. Rancho Foods, Inc.	Los Angeles County Superior Court	20NWCV00359	Raul Sahagun
Joy Mathis v. Wintrust Mortgage a division of Barrington Bank & Trust Company N.A.	Los Angeles County Superior Court	18STCV01136	Amy Hogue
Antonesha Hoshaw v. Sutherland Healthcare Global Solutions	Los Angeles County Superior Court	19STCV33165	Carolyn Kuhl
Jose Duval v. Dawson Oil Company	Sacramento County Superior Court	34-2020-00276862-CU-OE-GDS	Shama H. Mesiwala
Robin Edwards et al. v. Heartland Payment Systems, Inc.	Los Angeles County Superior Court	BC606083	Daniel Buckley
Cesar Martinez v. Blue Dot Safes Corporation	Los Angeles County Superior Court	19PSCV00618	Gloria White-Brown
Sasha Ellis v. UDR LP et al.	Orange County Superior Court	30-2018-01022710-CU-OE-CXC	William Claster
Steven DelCorso v. Westland Technologies, Inc.	Stanislaus County Superior Court	CV-20-002807	John R. Mayne
Victor Duron et al. v. Super Care, Inc.	Los Angeles County Superior Court	19STCV1479	Kenneth Freeman
Jenay Clayton et al. v. Land Home Financial Services, Inc.	Sacramento County Superior Court	34-2019-00258005-CU-OE-GDS	Shama H. Mesiwala
Priscilla Ramirez v. Amphastar Pharmaceuticals, Inc.	San Bernardino County Superior Court	CIVDSZOI1327	David Cohn
Gina Davidson v. Augusta Financial, Inc.	Los Angeles County Superior Court	20CHCV00420	Melvin Sandvig
Bob Vilitchai v. Ametek Programmable Power, Inc. et al.	San Diego County Superior Court	37-2015-00025968-CU-OE-CTL	Gregory W. Pollack
Carleton Hargrove v. San Diego County Credit Union (PAGA)	San Diego County Superior Court	37-2019-00049944-CU-0E-CTL	Joel R. Wohlfeil
Diego Ayala et al. v. J.C. Ford Company	Kern County Superior Court	BCV-20-102948-DRL	David R. Lampe
Francisco Munoz v. Bon Suisse, Inc.	San Diego County Superior Court	37-2018-00031675-CU-OE-CTL	Kenneth J. Medel
Frank Fernandez v. Confluent Medical Technologies, Inc.	Alameda County Superior Court	RG19012821	Brad Seligman
Monique Gonzalez v. Murad, LLC	Los Angeles County Superior Court	19STCV28937	Yvette M. Palazuelos
Elizabeth Stacy v. Branded Group, Inc.	Kern County Superior Court	BCV-21-100443-BCB	Bernard C. Barmann
Brittney Hart v. Zazzle, Inc.	San Mateo County Superior Court	20-CIV-01321	Nancy L. Fineman
Eric Williams v. Aetna, Inc. et al.	Alameda County Superior Court	RG19004083	Stephen Kaus
Lavelle Marshall v. Impossible Foods, Inc.	Alameda County Superior Court	RG20052303	Brad Seligman
Alphonso Rivera, et al. v. Love Automotive Group, Inc.	Kern County Superior Court	BCV-18-102730	David R. Lampe
Ron Ferguson adv. Alpha Petroleum Transport, Inc et al.	Kern County Superior Court	BCV-18-101446-BCB	Bernard C. Barmann
Lisa Ramirez et al. v. CareFusion Resources, LCC et al.	San Diego County Superior Court	37-2018-0058078-CU-OE-CTL	Ronald F. Frazier
Kevin Lor v. Antech Diagnostics, Inc (PAGA)	Sacramento County Superior Court	34-2020-00282790	Shama H. Mesiwala
Ashley Simms v. John Stewart Company	Alameda County Superior Court	HG19028122	Paul D. Herbert
Nestor Bulle v. Killion Industries, Inc	San Diego County Superior Court	37-2020-00018510-CU-OE-CTL	Timothy B. Taylor
Vanessa Samaniego v. Sanmina Corporation	Kern County Superior Court	BCV-20-102817	Bernard C. Barmann
Daniel Sonico v. Ji Medical, Inc. adv. Ramat	Alameda County Superior Court	RG20062766	Evelio Grillo
Christina Signh v. Ryzen Solutions	Alameda County Superior Court	RG19039158	Frank Roesch
Joseph Fox v. Crunch, LLC	Sacramento County Superior Court	34-2020-00276101-CU-OE-GDS	Richard K. Sueyoshi
Alexander Hernandez v. Saint Gobain Performance Plastics Corporation	Orange County Superior Court	30-2020-01142388-CU-OE-CXC	Randall J. Sherman
Randall Cowen v. Everett Financial, Inc dba Supreme Lending	Sacramento County Superior Court	34-2018-00247289-CU-OE-GDS	Shama H. Mesiwala
Jerome Oswald v. L.A. Turbine	Los Angeles County Superior Court	20STCV33496	Carolyn B. Kuhl



<b>Cases</b>	<b>Court</b>	<b>Case Number</b>	<b>Judge</b>
Dyron Dorsey v. Kruger Foods, Inc.	San Joaquin County Superior Court	STK-CV-UOE-2020-0002099	Erin Guy Castillo
Garner adv. Inter-State Oil Company adv. Garner	AAA	1-21-0003-6413	Kenneth H. Yoon
Alyssa Webb-Bruner v. RA Medical Systems, Inc.	San Diego County Superior Court	37-2019-00066232-CU-0E-CTL	James A. Mangione
Janine Salinas v. Change Healthcare Technology Enabled Services, LLC	Ventura County Superior Court	56-2020-00539300	Mark Borrell
John Hernandez et al. v. Triangle Distributing Co.	Los Angeles County Superior Court	20STCV13172	Maren Nelson
Rason Williams v. National Construction Rentals, Inc	Alameda County Superior Court	RG20075904	Brad Seligman
Gina Massenzo v. Bachem Americas, Inc.	Los Angeles County Superior Court	20TRCV00591	Gary Y. Tanaka
Itxel Toribio v. ITT Aerospace Controls, LLC	Los Angeles County Superior Court	19STCV17469	Kenneth R. Freeman
Lanzell Smith Jr. v. American Campus Communités, Inc.	Sacramento County Superior Court	34-2020-00280934	Shama H. Mesiwala
Randy Munoz v. Osram Sylvania Inc., et al.	Sacramento County Superior Court	34-2020-00284677	Judith S. Craddick
Arlene Bandril et al. v. Plastikon Industries	Alameda County Superior Court	RG19038227	Brad Seligman
Kijana Wicker v. ASC Profiles LLC (PAGA)	Sacramento County Superior Court	34-2019-00270803-CU-OE-GDS	Judith S. Craddick
Janet Ugale et al. v. Allen Distribution, LP	San Joaquin County Superior Court	STK-CV-UOE-2020-0005807	Barbara Kronlund
Angela Burmayan v. Weck Analytical Environmental Services, Inc.	Los Angeles County Superior Court	20STCV30871	William F. Highberger
Rick Beltran v. Stremicks Heritage Foods, LLC	Orange County Superior Court	30-2019-01043445-CU-OE-CXC	Peter Wilson
Luis Searls v. Central Valley Eggs LLC	Kern County Superior Court	BCV-20-101910-JEB	J. Eric Bradshaw
Elisala Tela v. Metrocell Constrution, Inc. (PAGA)	San Bernardino County Superior Court	CIVDS1918537	David Cohn
Nina Brooks v. Action Property Management, Inc. (PAGA)	Los Angeles County Superior Court	BC562417	Daniel J. Buckley
Joshua Mendoza v. Savage Services Corporation	Los Angeles County Superior Court	18STCV04798	Daniel J. Buckley
Eddie Fulinara v. Genmark Diagnostics, Inc.	San Diego County Superior Court	37-2019-00000877-CU-OE-CTL	Ronald F. Frazier
Janine Salinas v. Jafra Cosmetics International, Inc.	Los Angeles County Superior Court	20STCV04284	Carolyn Kuhl
Joseph Hernandez v. Buttonwillow Warehouse Company, Inc.	Kern County Superior Court	BCV-19-100202-BCB	Bernard C. Barmann
Zulema Diaz v. Roxbury Surgery Center, LLC, et al.	Los Angeles County Superior Court	20STCV46531	Mel Red Recana
Daniel Rodriguez v. Means Engineering, Inc.	San Diego County Superior Court	37-2020-00024397-CU-OE-CTL	Katherine Bacal
Erika Martinez v. N.A.F.T.A Distributors	San Bernardino County Superior Court	CIVDS1938970	David Cohn
Juan Gomez v. IHI Power Services Corp.	Merced County Superior Court	20CV-02657	Brian McCabe
Jose Zuniga v. Central Valley Concrete, Inc.	Merced County Superior Court	20CV-00490	Brian McCabe
Brian Perez, et al. v. Merit Aluminum, Inc.	Riverside County Superior Court	RIC1904580	Sunshine S. Sykes
Jacob Schumacher, et al. v. Georgia Pacific Corrugated LLC	Central District Federal Court	CV 19-8632-DMG (AFMx)	Dolly M. Gee
Gerald Angeles, et al., v. iKrusher, Inc.	Contra Costa County Superior Court	MSC20-01312	Edward Weil
Robert Enriquez v. MCE Corporation	Contra Costa County Superior Court	MSC20-01744	Edward Weil
Buck Walsh, et al., v. Tandem Diabetes Care, Inc.	San Diego County Superior Court	A281153-48	Joan M. Lewis
Michane Greene v. Information Resources, Inc. d/b/a Scanscape	San Bernardino County Superior Court	CIVSB2024620	David Cohn
Francesca Burke, et al., v. Old Republic Home Protection Company, Inc., et al.	Contra Costa County Superior Court	MSC20-02203	Edward G. Weil
Shonie Shoemaker v. Broken Arrow Communications, Inc.	Merced County Superior Court	21CV-03517	Brian McCabe
David Pena v. San Joaquin Supply dba Ernest Packaging	Los Angeles County Superior Court	19STCV43500	Amy D. Hogue

<b>Cases</b>	<b>Court</b>	<b>Case Number</b>	<b>Judge</b>
Blain Smith, et al. v. KS Industries, L.P.	Kern County Superior Court	S-1500-CV-284188-BCB Consolidated with BCV-21-101300	Bernard C. Barmann
Daniel Ybanez v. Navy Federal Credit Union	San Diego County Superior Court	37-2019-00016815-CU-OE-CTL	Gregory W. Pollack
Amanda Cunningham v. Cottonwood H.C., Inc. dba Cottonwood Post-Acute Rehab	Yolo County Superior Court	CV2021-1375	Daniel M. Wolk
Devon Zabalza v. Customized Distribution Services, Inc.	San Bernardino County Superior Court	CIVDSI931371	David Cohn
Adedeji Adejobi v. Nulaid Foods, Inc. et al.	San Joaquin County Superior Court	STK-CV-UOE-2020-0008625	Barbara Kronlund
Robert Enriquez v. Global Modular, Inc.	Merced County Superior Court	20CV-03162	Brian McCabe
Nguyen Ngo, et al. v. Medimpact Healthcare Systems, Inc.	San Diego County Superior Court	37-2020-00015657-CU-OE-CTL	Keri Katz
Liduvina Jurado v. Gallo Cattle Company	Merced County Superior Court	18CV-01342	Brian McCabe
Aharon Spry, et al. v. Prime Lube, Inc, et al.	San Bernardino County Superior Court	CIVDS2018738	David Cohn
Gorge Monjaraz v. H & U, Inc. d/b/a Sun Noodle California, LLC	Los Angeles County Superior Court	20MCV00285	Thomas D. Long
Eileen Velasquez, et al. v. Hi-Temp Insulation, Inc.	Merced County Superior Court	21CV-02505	Brian McCabe
Steven Jefferson v. McCormack Baron Management, Inc.	San Francisco County Superior Court	CGC-20-588162	Richard B. Ulmer Jr.
Mario Ceja v. Silvergate Bank	San Diego County Superior Court	37-2020-0016207-CU-OE-CTL	Ronald F. Frazier
Allen Morgan v. Wehah Farm, Inc dba Lundberg Family Farms	Butte County Superior Court	20CV02554	Stephen E. Benson
Sean Hammond, et al. v. Paul Durham Electric, Inc. fka Harold E. Nutter & Son, Inc.	Sacramento County Superior Court	34-2020-00291142-CU-OE-GDS	Christopher Krueger
Fateema Brown v. Fair Oaks Estates, Inc.	Sacramento County Superior Court	34-2020-00278787	Richard Sueyoshi
Charisma Coleman, et al. v. H&E Equipment Services, Inc. et al.	Alameda County Superior Court	RG20069157	Brad Seligman
Daria Regester, et al. v. The Jackson Laboratory dba The Jackson Laboratory, West	Sacramento County Superior Court	34-2021-00310014-CU-OE-GDS	Christopher E. Kreugar
Theresa Romandia v. Mattson Technology, Inc.	Alameda County Superior Court	RG20053121	Brad Seligman
Christopher Luque, et al. v. Glovis America, Inc.	Ventura County Superior Court	56-2021-00550720-CU-OE-VTA	Jeffrey G. Bennett
Earl Rhodes, et al. v. Cavotec Dabico US Inc., et al.	Orange County Superior Court	30-2021-01177305-CU-OE-CXC	Peter Wilson
Stacey Collins v. Mobile Medical Examination Services, LLC dba MEDXM, et al.	Orange County Superior Court	30-2020-01130693-CU-OE-CXC	Glenda Sanders
Alexandra Pelgrift v. The 21st Amendment Brewery Cafe	San Francisco County Superior Court	CGC-20-585227	Ethan P. Schulman
Kevin McNeil, et al. v. KIK International, LLC., et al.	San Bernardino County Superior Court	CIVDS1915438	Bryan F. Foster
Jose Lozano v. Peterson Brothers Consutruction, Inc.	Merced County Superior Court	22CV-00103	Brian McCabe
Sterling Skinner v. MoreFlavor, Inc.	Alameda County Superior Court	RG20084231	Brad Seligman
Tom Tesene v. Serrato- McDermott, Inc. dba Allied Auto Stores	Alameda County Superior Court	RG21090589	Brad Seligman
Joseph Jimenez v. Makita USA, Inc.	Los Angeles County Superior Court	20STCV21732	Lawrence P. Riff
Tiffany Gaston, et al. v. Onrad, Inc.	Riverside County Superior Court	RIC2004221	Craig Riemer
Brittany Dam v. Rubber-Cal, Inc.	Orange County Superior Court	30-2020-01176087-CU-OE-CXC	Peter Wilson
Justin Avalos v. Indio Products, Inc.	Los Angeles County Superior Court	20STCV40470	Elihu M. Berle
Gene Weber v. Sunrise Medical (US) LLC	Merced County Superior Court	20CV-01461	Brian McCabe
Roberto Flores v. Rivermaid Trading Company	San Joaquin County Superior Court	STK-CV-UOE-2020-0008623	Jayne Lee

<b>Cases</b>	<b>Court</b>	<b>Case Number</b>	<b>Judge</b>
Tom Tesene v. Bossard, Inc.	Alameda County Superior Court	RG21088612	Frank Roesch
Jose Rivera, et al. v. Acco Brands Corporation, et al.	San Bernardino County Superior Court	CIVDS2020490	David Cohn
Katrina Trester, et al. v. Delicato Vineyards	San Benito County Superior Court	CU-22-00016	J. Omar Rodriguez
Beverly Salom, et al. v. Lumentum Operations LLC, et al.	Santa Clara County Superior Court	19CV354198	Sunil R. Kulkarni
Alfredo Salas v. Golden Specialty Foods, LLC	Merced County Superior Court	22CV-00393	Brian McCabe
Alan Childs, et al. v. Dal Chem, Inc. dba Alexis Oil Company	Riverside County Superior Court	CVRI2100684	Craig Riemer
Wesley v. Premier Equipment Rental, Inc.	Kern County Superior Court	BCV-20-101-858-BCB	Bernard C. Barmann
Jamesha Burns v. A.M. Castle & Co.	Los Angeles County Superior Court	20STCV45602	Carolyn B. Khul
Luis Miranda v. New Pride Tire, Inc. et al.	Alameda County Superior Court	RG20063513	Stephen Kaus
Marion Schwarz, et al. v. TriWest Healthcare Alliance Corp.	Sacramento County Superior Court	34-2019-00272292-CU-OE-GDS	Jill H. Talley
Robin Quiusky v. Intevac, Inc.	Santa Clara County Superior Court	20CV368343	Sunil R. Kulkarni

# **EXHIBIT 2**

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9 *Attorneys for Plaintiffs*

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF SAN BERNARDINO**

12 STEVEN DELCORSO, individually, and on  
13 behalf of aggrieved employees pursuant to the  
14 Private Attorneys General Act (“PAGA”);

15 Plaintiffs,

16 v.

17 ITS TECHNOLOGIES & LOGISTICS, LLC,  
18 an Illinois limited liability company;  
19 CONGLOBAL INDUSTRIES, LLC, a  
20 Delaware limited liability company;  
21 CONGLOBAL TRANSPORT, LLC, a  
22 Delaware limited liability company; and  
23 DOES 1 through 100, inclusive;

24 Defendants.

Case No.: CIVSB2128129

**FIRST AMENDED CLASS ACTION  
AND PAGA COMPLAINT FOR  
DAMAGES AND CIVIL PENALTIES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194 and 1197 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (8) Violation of California Labor Code §§ 2698, *et seq.* (Private Attorneys General Act of 2004);
- (9) Violation of California Business & Professions Code §§ 17200, *et seq.*

1 Plaintiffs Steven DelCorso, Rudy Ortega, and Clemente Sandoval (“Plaintiffs”) hereby  
2 submit their First Amended Complaint against Defendants ITS Technologies & Logistics, LLC;  
3 Conglobal Industries, LLC; Conglobal Transport, LLC; and DOES 1 through 100, inclusive;  
4 (collectively, “Defendants”), on behalf of themselves, on behalf of other members of the general  
5 public similarly situated, and on behalf of other current and former aggrieved employees of  
6 Defendants for damages and civil penalties as follows:

7 **JURISDICTION AND VENUE**

8 1. This class and representative action is brought pursuant to the California Code  
9 of Civil Procedure section 382, and pursuant to California Labor Code § 2698, *et seq.* for  
10 Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7,  
11 246, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802. The monetary  
12 damages and restitution and civil penalties sought by Plaintiffs exceeds the minimal jurisdiction  
13 limits of the Superior Court and will be established according to proof. .

14 2. This Court has jurisdiction over this action pursuant to the California  
15 Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all  
16 other causes” except those given by statute to other courts. The statutes under which this action  
17 is brought do not specify any other basis for jurisdiction.

18 3. This Court has jurisdiction over Defendants because, upon information and  
19 belief, Defendants are citizens of California, have sufficient minimum contacts in California,  
20 or otherwise intentionally avail themselves of the California market so as to render the exercise  
21 of jurisdiction over them by the California courts consistent with traditional notions of fair play  
22 and substantial justice.

23 4. Venue is proper in this Court because, upon information and belief, Defendants  
24 maintain offices, have agents, and/or transact business in the State of California, including the  
25 County of San Bernardino. The majority of the acts and omissions alleged herein relating to  
26 Plaintiffs took place in the State of California, County of San Bernardino. Defendants employed  
27 Plaintiffs within the State of California, County of San Bernardino.

28 ///

1 **PARTIES**

2 5. Plaintiffs STEVEN DELCORSO, RUDY ORTEGA, and CLEMENTE  
3 SANDOVAL are individuals residing in the State of California, County of San Bernardino.

4 6. Defendants ITS TECHNOLOGIES & LOGISTICS, LLC, CONGLOBAL  
5 INDUSTRIES, LLC and CONGLOBAL TRANSPORT, LLC at all times herein mentioned,  
6 were and are, upon information and belief, Illinois and Delaware limited liability companies,  
7 and at all times herein mentioned, were and are, employers whose employees are engaged  
8 throughout the State of California, including the County of San Bernardino.

9 7. At all relevant times, Defendants ITS TECHNOLOGIES & LOGISTICS, LLC,  
10 CONGLOBAL INDUSTRIES, LLC and CONGLOBAL TRANSPORT, LLC were the  
11 “employer” of Plaintiffs within the meaning of all applicable California laws and statutes.

12 8. At all times herein relevant, Defendants ITS TECHNOLOGIES & LOGISTICS,  
13 LLC, CONGLOBAL INDUSTRIES, LLC, CONGLOBAL TRANSPORT, LLC, and each of  
14 them, were the agents, partners, joint venturers, joint employers, representatives, servants,  
15 employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all  
16 times relevant hereto were acting within the course and scope of their authority as such agents,  
17 partners, joint venturers, joint employers, representatives, servants, employees, successors, co-  
18 conspirators and assigns, and all acts or omissions alleged herein were duly committed with the  
19 ratification, knowledge, permission, encouragement, authorization, and consent of each  
20 defendant designated herein.

21 9. Defendants ITS TECHNOLOGIES & LOGISTICS, LLC, CONGLOBAL  
22 INDUSTRIES, LLC, CONGLOBAL TRANSPORT, LLC will hereinafter collectively be  
23 referred to as “Defendants.”

24 10. Plaintiffs further allege that Defendants directly or indirectly controlled or  
25 affected the working conditions, wages, working hours, and conditions of employment of  
26 Plaintiffs and the other class members and aggrieved employees so as to make each of said  
27 Defendants employers and employers liable under the statutory provisions set forth herein.

28 ///

1 **CLASS ACTION ALLEGATIONS**

2 11. Plaintiffs bring this action on their own behalf and on behalf of all other members  
3 of the general public similarly situated, and, thus, seeks class certification under Code of Civil  
4 Procedure section 382.

5 12. The proposed class is defined as follows:

6 All current and former California-based (*i.e.*, currently “residing” in California  
7 with the intent to remain in California indefinitely) hourly-paid or non-exempt  
8 employees of Defendants within the State of California at any time during the  
9 period from August 16, 2016 to July 29, 2022.

10 13. The class is ascertainable and there is a well-defined community of interest in  
11 the litigation:

12 a. Numerosity: The class members are so numerous that joinder of all class  
13 members is impracticable. The membership of the entire class is  
14 unknown to Plaintiffs at this time; however, the class is estimated to be  
15 greater than fifty (50) individuals and the identity of such membership is  
16 readily ascertainable by inspection of Defendants’ employment records.

17 b. Typicality: Plaintiffs’ claims are typical of all other class members’  
18 claims as demonstrated herein. Plaintiffs will fairly and adequately  
19 protect the interests of the other class members with whom they have a  
20 well-defined community of interest.

21 c. Adequacy: Plaintiffs will fairly and adequately protect the interests of  
22 each class member, with whom they have a well-defined community of  
23 interest and typicality of claims, as demonstrated herein. Plaintiffs have  
24 no interest that is antagonistic to the other class members. Plaintiffs’  
25 attorneys, the proposed class counsel, are versed in the rules governing  
26 class action discovery, certification, and settlement. Plaintiffs have  
27 incurred, and during the pendency of this action will continue to incur,  
28 costs and attorneys’ fees, that have been, are, and will be necessarily



1                   expended for the prosecution of this action for the substantial benefit of  
2                   each class member.

3                   d.    Superiority: A class action is superior to other available methods for the  
4                   fair and efficient adjudication of this litigation because individual joinder  
5                   of all class members is impractical.

6                   e.    Public Policy Considerations: Certification of this lawsuit as a class  
7                   action will advance public policy objectives. Employers of this great  
8                   state violate employment and labor laws every day. Current employees  
9                   are often afraid to assert their rights out of fear of direct or indirect  
10                  retaliation. However, class actions provide the class members who are  
11                  not named in the complaint anonymity that allows for the vindication of  
12                  their rights.

13                14.    There are common questions of law and fact as to the class members that  
14                predominate over questions affecting only individual members. The following common  
15                questions of law or fact, among others, exist as to the members of the class:

16                a.    Whether Defendants' failure to pay wages, without abatement or  
17                reduction, in accordance with the California Labor Code, was willful;

18                b.    Whether Defendants failed to pay their hourly-paid or non-exempt  
19                employees within the State of California for all hours worked, missed  
20                meal periods and rest breaks in violation of California law;

21                c.    Whether Defendants required Plaintiffs and the other class members to  
22                work over eight (8) hours per day and/or over forty (40) hours per week  
23                and failed to pay the legally required overtime compensation to Plaintiffs  
24                and the other class members;

25                d.    Whether Defendants properly calculated the regular rate for Plaintiffs and  
26                the other class members to worked overtime and earned incentive pay;

27                e.    Whether Defendants deprived Plaintiffs and the other class members of  
28                meal and/or rest periods or required Plaintiffs and the other class

- 1 members to work during meal and/or rest periods without compensation;
- 2 f. Whether Defendants failed to pay minimum wages to Plaintiffs and the
- 3 other class members for all hours worked;
- 4 g. Whether Defendants failed to pay all wages due to Plaintiffs and the other
- 5 class members within the required time upon their discharge or
- 6 resignation;
- 7 h. Whether Defendants failed to timely pay all wages due to Plaintiffs and
- 8 the other class members during their employment;
- 9 i. Whether Defendants complied with wage reporting as required by the
- 10 California Labor Code, including, inter alia, section 226;
- 11 j. Whether Defendants failed to reimburse Plaintiffs and the other class
- 12 members for necessary business-related expenses and costs;
- 13 k. Whether Defendants' conduct was willful or reckless;
- 14 l. Whether Defendants engaged in unfair business practices in violation of
- 15 California Business & Professions Code section 17200, *et seq.*;
- 16 m. The appropriate amount of damages, restitution, and/or monetary
- 17 penalties resulting from Defendants' violation of California law; and
- 18 n. Whether Plaintiffs and the other class members are entitled to
- 19 compensatory damages pursuant to the California Labor Code.

20 **GENERAL ALLEGATIONS**

21 15. During the relevant time period set forth herein, Defendants employed Plaintiffs

22 and other persons as hourly-paid or non-exempt employees within the State of California.

23 16. Defendants, jointly and severally, employed one or all of the Plaintiffs as hourly-

24 paid non-exempt employees during and/or throughout the relevant statutory periods from

25 August 6, 2016 to January 2021 in the State of California, County of San Bernardino.

26 17. Defendants had the authority to hire and terminate Plaintiffs and other class

27 members and aggrieved employees; to set work rules and conditions governing Plaintiffs' and

28 other class members' and aggrieved employees' employment; and to supervise their daily

1 employment activities.

2 18. Defendants exercised sufficient authority over the terms and conditions of  
3 Plaintiffs and other class members' and aggrieved employees' employment for them to be joint  
4 employers of Plaintiffs and the other class members and aggrieved employees.

5 19. Defendants directly hired and paid wages and benefits to Plaintiffs and other  
6 class members and aggrieved employees.

7 20. Defendants continue to employ hourly-paid or non-exempt employees within the  
8 State of California.

9 21. Plaintiffs and other class members and aggrieved employees worked over eight  
10 (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

11 22. Plaintiffs are informed and believe, and based thereon allege, that Defendants  
12 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt  
13 employees within the State of California. This scheme involved, inter alia, failing to pay them  
14 for all hours worked, missed meal periods, and missed rest breaks in violation of California law.

15 23. Plaintiffs are informed and believe, and based thereon allege, that Defendants  
16 knew or should have known that Plaintiffs and other class members and aggrieved employees  
17 were entitled to receive certain wages for overtime compensation and that Plaintiffs and other  
18 class members and aggrieved employees were not receiving wages for overtime compensation.

19 24. Plaintiffs are informed and believe, and based thereon allege, that Defendants  
20 failed to provide Plaintiffs and other class members and aggrieved employees the required rest  
21 and meal periods during the relevant time period as required under the Industrial Welfare  
22 Commission Wage Orders and thus they are entitled to any and all applicable penalties.

23 25. Plaintiffs are informed and believe, and based thereon allege, that Defendants  
24 knew or should have known that Plaintiffs and other class members and aggrieved employees  
25 were entitled to receive all timely and complete meal periods or payment of one additional hour  
26 of pay at Plaintiffs' and the other class members' and/or aggrieved employees' regular rate of  
27 pay when a meal period was missed, late or interrupted, and that Plaintiffs and other class  
28 members and aggrieved employees did not receive all timely and proper meal periods or

1 payment of one additional hour of pay at their regular rate of pay when a meal period was  
2 missed.

3 26. Plaintiffs are informed and believe, and based thereon allege, that Defendants  
4 knew or should have known that Plaintiffs and other class members and aggrieved employees  
5 were entitled to receive all timely rest periods without interruption or payment of one additional  
6 hour of pay at Plaintiffs and the other class members' and/or aggrieved employees' regular rate  
7 of pay when a rest period was missed, late or interrupted, and that Plaintiffs and other class  
8 members and aggrieved employees did not receive all rest periods or payment of one additional  
9 hour of pay at their regular rate of pay when a rest period was missed.

10 27. Plaintiffs are informed and believe, and based thereon allege, that Defendants  
11 knew or should have known that Plaintiffs and other class members and aggrieved employees  
12 were entitled to receive at least minimum wages for compensation and that Plaintiffs and other  
13 class members and aggrieved employees were not receiving at least minimum wages for all  
14 hours worked.

15 28. Plaintiffs are informed and believe, and based thereon allege, that Defendants  
16 knew or should have known that Plaintiffs and other class members and aggrieved employees  
17 were entitled to receive the wages owed to them upon discharge or resignation, including  
18 overtime and minimum wages and meal and rest period premiums, and that Plaintiffs and other  
19 class members and aggrieved employees did not, in fact, receive such wages owed to them at  
20 the time of their discharge or resignation.

21 29. Plaintiffs are informed and believe, and based thereon allege, that Defendants  
22 knew or should have known that Plaintiffs and other class members and aggrieved employees  
23 were entitled to receive complete and accurate wage statements in accordance with California  
24 law, but, in fact, Plaintiffs and other class members and aggrieved employees did not receive  
25 complete and accurate wage statements from Defendants. The deficiencies included, inter alia,  
26 the failure to include the total number of hours worked by Plaintiffs and other class members  
27 and aggrieved employees.

28 ///

1           30.     Plaintiffs are informed and believe, and based thereon allege, that Defendants  
2 knew or should have known that Plaintiffs and the other class members and aggrieved  
3 employees were entitled to reimbursement for necessary business-related expenses.

4           31.     Plaintiffs are informed and believe, and based thereon allege, that Defendants  
5 knew or should have known that Defendants had to keep complete and accurate payroll records  
6 for Plaintiffs and other class members and aggrieved employees in accordance with California  
7 law, but, in fact, did not keep complete and accurate payroll records for Plaintiffs and other  
8 class members and aggrieved employees.

9           32.     Plaintiffs are informed and believe, and based thereon allege, that Defendants  
10 knew or should have known that they had a duty to compensate Plaintiffs and other class  
11 members and aggrieved employees pursuant to California law, and that Defendants had the  
12 financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to  
13 do so, and falsely represented to Plaintiffs and other class members and aggrieved employees  
14 that they were properly denied wages, all in order to increase Defendants' profits.

15           33.     As a pattern and practice, during the relevant time period set forth herein,  
16 Defendants failed to pay overtime wages to Plaintiffs and other class members for all hours  
17 worked. Plaintiffs and other class members were required to work more than eight (8) hours per  
18 day and/or forty (40) hours per week without overtime compensation.

19           34.     As a pattern and practice, during the relevant time period set forth herein,  
20 Defendants failed to provide the requisite uninterrupted and timely meal and rest periods to  
21 Plaintiffs and other class members.

22           35.     As a pattern and practice, during the relevant time period set forth herein,  
23 Defendants failed to pay Plaintiffs and other class members at least minimum wages for all  
24 hours worked.

25           36.     As a pattern and practice, during the relevant time period set forth herein,  
26 Defendants failed to pay Plaintiffs and other class members the wages owed to them upon  
27 discharge or resignation.

28           37.     As a pattern and practice, during the relevant time period set forth herein,

1 Defendants failed to provide complete or accurate wage statements to Plaintiffs and other class  
2 members.

3 38. As a pattern and practice, during the relevant time period set forth herein,  
4 Defendants failed to keep complete or accurate payroll records for Plaintiffs and other class  
5 members.

6 39. As a pattern and practice, during the relevant time period set forth herein,  
7 Defendants failed to properly compensate Plaintiffs and other class members pursuant to  
8 California law in order to increase Defendants' profits.

9 40. California Labor Code section 218 states that nothing in Article 1 of the Labor  
10 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due  
11 to him [or her] under this article."

12 **FIRST CAUSE OF ACTION**

13 **(Violation of California Labor Code §§ 510 and 1198)**

14 **(Against ITS TECHNOLOGIES & LOGISTICS, LLC, CONGLOBAL INDUSTRIES,  
15 LLC, CONGLOBAL TRANSPORT, LLC)**

16 41. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1  
17 through 42, and each and every part thereof with the same force and effect as though fully set  
18 forth herein.

19 42. California Labor Code section 1198 and the applicable Industrial Welfare  
20 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without  
21 compensating them at a rate of pay either time-and-one-half or two-times that person's regular  
22 rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

23 43. Specifically, the applicable IWC Wage Order provides that Defendants are and  
24 were required to pay Plaintiffs and other class members employed by Defendants, who work(ed)  
25 more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of  
26 time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty  
27 (40) hours in a workweek.

28 ///



1           51.     During the relevant time period set forth herein, the IWC Order and California  
2 Labor Code sections 226.7 and 512(a) were applicable to Plaintiffs' and other class members'  
3 employment by Defendants.

4           52.     During the relevant time period set forth herein, California Labor Code section  
5 226.7 provides that no employer shall require an employee to work during any meal or rest  
6 period mandated by an applicable order of the California IWC.

7           53.     During the relevant time period set forth herein, the applicable IWC Wage Order  
8 and California Labor Code section 512(a) provide that an employer may not require, cause or  
9 permit an employee to work for a work period of more than five (5) hours per day without  
10 providing the employee with a meal period of not less than thirty (30) minutes, except that if  
11 the total work period per day of the employee is no more than six (6) hours, the meal period  
12 may be waived by mutual consent of both the employer and employee.

13           54.     During the relevant time period set forth herein, the applicable IWC Wage Order  
14 and California Labor Code section 512(a) further provide that an employer may not require,  
15 cause, or permit an employee to work for a work period of more than ten (10) hours per day  
16 without providing the employee with a second uninterrupted meal period of not less than thirty  
17 (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second  
18 meal period may be waived by mutual consent of the employer and the employee only if the  
19 first meal period was not waived.

20           55.     As a pattern and practice, during the relevant time period set forth herein,  
21 Plaintiffs and other class members (but not all) who were scheduled to work for a period of time  
22 no longer than six (6) hours, and who did not waive their legally-mandated meal periods by  
23 mutual consent, were required to work for periods longer than five (5) hours without an  
24 uninterrupted meal period of not less than thirty (30) minutes and/or without a rest period.

25           56.     As a pattern and practice, during the relevant time period set forth herein,  
26 Plaintiffs and other class members (but not all) who were scheduled to work for a period of time  
27 no longer than twelve (12) hours, and who did not waive their legally-mandated meal periods  
28 by mutual consent, were required to work for periods longer than ten (10) hours without an



1 uninterrupted meal period of not less than thirty (30) minutes and/or without a rest period.

2 57. As a pattern and practice, during the relevant time period set forth herein,  
3 Plaintiffs and other class members (but not all) who were scheduled to work for a period of time  
4 in excess of six (6) hours were required to work for periods longer than five (5) hours without  
5 an uninterrupted meal period of not less than thirty (30) minutes and/or without a rest period.

6 58. As a pattern and practice, during the relevant time period set forth herein,  
7 Plaintiffs and other class members (but not all) who were scheduled to work for a period of time  
8 in excess of twelve (12) hours were required to work for periods longer than ten (10) hours  
9 without an uninterrupted meal period of not less than thirty (30) minutes and/or without a rest  
10 period.

11 59. As a pattern and practice, during the relevant time period set forth herein,  
12 Defendants intentionally and willfully required Plaintiffs and other class members (but not all)  
13 to work during meal periods and failed to compensate Plaintiffs and the other class members  
14 (but not all) the full meal period premium for work performed during meal periods.

15 60. As a pattern and practice, during the relevant time period set forth herein,  
16 Defendants failed to pay Plaintiffs and other class members (but not all) the full meal period  
17 premium due pursuant to California Labor Code section 226.7.

18 61. Defendants' conduct violates applicable IWC Wage Order and California Labor  
19 Code sections 226.7 and 512(a).

20 62. Pursuant to the applicable IWC Wage Order and California Labor Code section  
21 226.7(b), Plaintiffs and other class members are entitled to recover from Defendants one  
22 additional hour of pay at the employee's regular rate of compensation for each workday that the  
23 meal or rest period is not provided.

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1 **THIRD CAUSE OF ACTION**

2 **(Violation of California Labor Code § 226.7)**

3 **(Against ITS TECHNOLOGIES & LOGISTICS, LLC, CONGLOBAL INDUSTRIES,**  
4 **LLC, CONGLOBAL TRANSPORT, LLC)**

5 63. Plaintiffs incorporate by reference the allegations contained in paragraphs 1  
6 through 64, and each and every part thereof with the same force and effect as though fully set  
7 forth herein.

8 64. During the relevant time period set forth herein, the applicable IWC Wage Order  
9 and California Labor Code section 226.7 were applicable to Plaintiffs' and other class members'  
10 employment by Defendants.

11 65. During the relevant time period set forth herein, California Labor Code section  
12 226.7 provides that no employer shall require an employee to work during any rest period  
13 mandated by an applicable order of the California IWC.

14 66. During the relevant time period set forth herein, the applicable IWC Wage Order  
15 provides that “[e]very employer shall authorize and permit all employees to take rest periods,  
16 which insofar as practicable shall be in the middle of each work period” and that the “rest period  
17 time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time  
18 per four (4) hours or major fraction thereof” unless the total daily work time is less than three  
19 and one-half (3 ½) hours.

20 67. As a pattern and practice, during the relevant time period set forth herein,  
21 Defendants required Plaintiffs and other class members (but not all) to work four (4) or more  
22 hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour  
23 period worked.

24 68. As a pattern and practice, during the relevant time period set forth herein,  
25 Defendants willfully required Plaintiffs and other class members (but not all) to work during  
26 rest periods and failed to pay Plaintiffs and the other class members the full rest period premium  
27 for work performed during rest periods.

28 ///





1 commenced; but the wages shall not continue for more than thirty (30) days.

2 7. Plaintiffs and other class members are entitled to recover from Defendants the  
3 statutory penalty wages for each day they were not paid, up to the thirty (30) day maximum as  
4 provided by Labor Code section 203.

5 **SIXTH CAUSE OF ACTION**

6 **(Violation of California Labor Code § 226(a))**

7 **(Against ITS TECHNOLOGIES & LOGISTICS, LLC, CONGLOBAL INDUSTRIES,**  
8 **LLC, CONGLOBAL TRANSPORT, LLC)**

9 8. Plaintiffs incorporate by reference the allegations contained in paragraphs 1  
10 through 84, and each and every part thereof with the same force and effect as though fully set  
11 forth herein.

12 9. During the relevant time period set forth herein, California Labor Code section  
13 226(a) provides that every employer shall furnish each of his or her employees an accurate  
14 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the  
15 employee, (3) the number of piece-rate units earned and any applicable piece rate if the  
16 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on  
17 written orders of the employee may be aggregated and shown as one item, (5) net wages earned,  
18 (6) the inclusive dates of the period for which the employee is paid, (7) the name of the  
19 employee and his or her social security number, (8) the name and address of the legal entity that  
20 is the employer, and (9) all applicable hourly rates in effect during the pay period and the  
21 corresponding number of hours worked at each hourly rate by the employee. The deductions  
22 made from payments of wages shall be recorded in ink or other indelible form, properly dated,  
23 showing the month, day, and year, and a copy of the statement or a record of the deductions  
24 shall be kept on file by the employer for at least three years at the place of employment or at a  
25 central location within the State of California.

26 10. As a pattern and practice, Defendants have intentionally and willfully failed to  
27 provide Plaintiffs and other class members (but not all) with complete and accurate wage  
28 statements. The deficiencies include but are not limited to: the failure to include the total

1 number of hours worked by Plaintiffs and other class members.

2 11. As a result of Defendants' violation of California Labor Code section 226(a),  
3 Plaintiffs and other class members have suffered injury and damage to their statutorily protected  
4 rights.

5 12. More specifically, Plaintiffs and other class members have been injured by  
6 Defendants' intentional and willful violation of California Labor Code section 226(a) because  
7 they were denied both their legal right to receive, and their protected interest in receiving,  
8 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

9 13. Plaintiffs and other class members are entitled to recover from Defendants the  
10 greater of their actual damages caused by Defendants' failure to comply with California Labor  
11 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

12 14. Plaintiffs and other class members are also entitled to injunctive relief to ensure  
13 compliance with this section, pursuant to California Labor Code section 226(g).

14 **SEVENTH CAUSE OF ACTION**

15 **(Violation of California Labor Code §§ 2800 and 2802)**

16 **(Against ITS TECHNOLOGIES & LOGISTICS, LLC, CONGLOBAL INDUSTRIES,  
17 LLC, CONGLOBAL TRANSPORT, LLC)**

18 Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 91,  
19 and each and every part thereof with the same force and effect as though fully set forth herein.

20 15. Pursuant to California Labor Code sections 2800 and 2802, an employer must  
21 reimburse its employee for all necessary expenditures incurred by the employee in direct  
22 consequence of the discharge of his or her job duties or in direct consequence of his or her  
23 obedience to the directions of the employer.

24 16. Defendants have intentionally and willfully failed to reimburse Plaintiffs and other  
25 class members (but not all) for all necessary business-related expenses and costs. Plaintiffs and  
26 other class members are entitled to recover from Defendants their business-related expenses and  
27 costs incurred during the course and scope of their employment, plus interest accrued from the  
28 date on which the employee incurred the necessary expenditures at the same rate as judgments in

1 civil actions in the State of California.

2 **EIGHTH CAUSE OF ACTION**

3 **(Violation of California Labor Code §§ 2698, et seq. (Private Attorneys General Act of**  
4 **2004))**

5 **(Against ITS TECHNOLOGIES & LOGISTICS, LLC, CONGLOBAL INDUSTRIES,**  
6 **LLC, CONGLOBAL TRANSPORT, LLC)**

7 17. Plaintiffs re-allege and incorporate by reference paragraphs 1 through 93 as though  
8 fully set forth herein

9 18. PAGA expressly establishes that any provision of the California Labor Code  
10 which provides for a civil penalty to be assessed and collected by the LWDA, or any of its  
11 departments, divisions, commissions, boards, agencies or employees for a violation of the  
12 California Labor Code, may be recovered through a civil action brought by an aggrieved  
13 employee on behalf of himself or herself, and other current or former employees.

14 19. On July 6, 2021, Plaintiff DelCorso provided written notice to the LWDA and  
15 Defendants of the specific provisions of the Labor Code she contends were violated, and the  
16 theories supporting his contentions. Plaintiffs believe that on or about September 9, 2021, the  
17 sixty-five (65) days' notice period expired, and the LWDA did not take any action to investigate  
18 or prosecute this matter. Attached hereto as **Exhibit 1** and incorporated by reference is a copy of  
19 the written notice to the LWDA. Plaintiff DelCorso originally filed these PAGA claims on  
20 September 30, 2021. Therefore, Plaintiffs exhausted the statutory time period to bring this action.

21 20. Plaintiff DelCorso and the other hourly-paid or non-exempt employees are  
22 “aggrieved employees” as defined by California Labor Code § 2699(c) in that they are all current  
23 or former employees of Defendants who worked for Defendants within of State of California at  
24 any time during the period from July 6, 2020 to July 29, 2022, and one or more of the alleged  
25 violations was committed against them.

26 **Failure to Pay Minimum and Overtime Wages**

27 21. At all times relevant herein, Defendants were required to compensate their non-  
28 exempt employees minimum wages for all hours worked and overtime wages for all hours worked

1 in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the mandate  
2 of Labor Code §§ 510, 1194, 1197, and 1198.

3 22. As a policy and practice, Defendants failed to compensate Plaintiffs and other  
4 aggrieved current and former employees for all hours worked, resulting in a failure to pay all  
5 minimum wages and overtime wages, where applicable.

6 **Failure to Provide Meal Periods and Rest Breaks**

7 23. In accordance with the mandates of Labor Code §§ 226.7 and 512, Defendants  
8 were required to authorize and permit their non-exempt employees to take a 10-minute rest break  
9 for every four (4) hours worked or major fraction thereof, and were further required to provide  
10 their non-exempt employees with a 30-minute meal period for every five (5) hours worked.

11 24. As a policy and practice, Defendants failed to provide Plaintiffs and other  
12 aggrieved current and former employees with legally-mandated meal periods and rest breaks and  
13 failed to pay proper compensation for this failure.

14 **Failure to Timely Pay Wages During Employment**

15 25. At all times relevant herein, Defendants were required to pay their employees  
16 within a specified time period pursuant to the mandate of Labor Code § 204.

17 26. As a policy and practice, Defendants failed to pay Plaintiffs and other aggrieved  
18 current and former employees all wages due and owing them within the required time period.

19 **Failure to Timely Pay Wages Upon Termination**

20 27. At all times relevant herein, Defendants were required to pay their employees all  
21 wages owed in a timely fashion at the end of employment pursuant to California Labor Code §§  
22 201 to 204.

23 28. As a result of Defendants' Labor Code violations alleged above, Defendants failed  
24 to pay Plaintiffs and the other aggrieved former employees their final wages pursuant to Labor  
25 Code §§ 201 to 204 and accordingly owe waiting time penalties pursuant to Labor Code § 203.

26 **Failure to Provide Complete and Accurate Wage Statements**

27 29. At all times relevant herein, Defendants were required to keep *accurate* records  
28 regarding their California employees pursuant to the mandate of Labor Code §§ 226 and 1174.





1 Labor Code in the amount of a hundred dollars (\$100) for each aggrieved  
2 employee per pay period for the initial violation, and two hundred dollars  
3 (\$200) for each aggrieved employee per pay period for each subsequent  
4 violation;

5 d. Penalties under Labor Code § 1197.1 in the amount of a hundred dollars  
6 (\$100) for each aggrieved employee per pay period for the initial violation,  
7 and two hundred fifty dollars (\$250) for each aggrieved employee per pay  
8 period for each subsequent violation;

9 e. Any and all additional penalties as provided by the Labor Code and/or  
10 other statutes; and

11 f. Attorneys' fees and costs pursuant to Labor Code §§ 210, 1194, and 2699,  
12 and any other applicable statute.

13 **NINTH CAUSE OF ACTION**

14 **(Violation of California Business & Professions Code §§ 17200, *et seq.*)**

15 **(Against ITS TECHNOLOGIES & LOGISTICS, LLC, CONGLOBAL INDUSTRIES,**  
16 **LLC, CONGLOBAL TRANSPORT, LLC and DOES 1 through 100)**

17 34. Plaintiffs incorporate by reference the allegations contained in paragraphs 1  
18 through 110, and each and every part thereof with the same force and effect as though fully set  
19 forth herein.

20 35. Defendants' conduct, as alleged herein, has been, and continues to be unfair,  
21 unlawful and harmful to Plaintiffs, other class members, to the general public, and Defendants'  
22 competitors. Accordingly, Plaintiffs seeks to enforce important rights affecting the public  
23 interest within the meaning of Code of Civil Procedure section 1021.5.

24 36. Defendants' activities as alleged herein are violations of California law, and  
25 constitute unlawful business acts and practices in violation of California Business & Professions  
26 Code section 17200, *et seq.*

27 37. A violation of California Business & Professions Code section 17200, *et seq.* may  
28 be predicated on the violation of any state or federal law. In this instant case, Defendants' pattern

1 and practice of requiring Plaintiffs and other class members work overtime hours without paying  
2 them proper compensation violate California Labor Code sections 510 and 1198. Additionally,  
3 Defendants' pattern and practice of requiring Plaintiffs and other class members, to work through  
4 their meal and rest periods without paying them proper compensation violate California Labor  
5 Code sections 226.7 and 512(a). Moreover, Defendants' pattern and practice of failing to timely  
6 pay wages to Plaintiffs and other class members violate California Labor Code sections 201 and  
7 202. Defendants also violated California Labor Code sections 226(a), 1194, 1197, 2800 and 2802.

8 38. As a result of the herein described violations of California law, Defendants  
9 unlawfully gained an unfair advantage over other businesses.

10 39. Plaintiffs and other class members (but not all) have been personally injured by  
11 Defendants' unlawful business acts and practices as alleged herein, including but not  
12 necessarily limited to the loss of money and/or property.

13 40. Pursuant to California Business & Professions Code sections 17200, *et seq.*,  
14 Plaintiffs and other class members are entitled to restitution of the wages withheld and retained  
15 by Defendants during a period that commences four years prior to the filing of this Complaint; an  
16 award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other  
17 applicable laws; and an award of costs.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general  
20 public similarly situated, prays for relief and judgment against Defendants, jointly and  
21 severally, as follows:

22 **Class Certification**

- 23 1. That this action be certified as a class action;  
24 2. That Plaintiffs be appointed as representatives of the Class; and  
25 3. That counsel for Plaintiffs be appointed as Class Counsel.

26 **As to the First Cause of Action**

- 27 4. That the Court declare, adjudge and decree that Defendants violated California  
28 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by

1 willfully failing to pay all overtime wages due to Plaintiff and the other class  
2 members;

3 5. For general unpaid wages at overtime wage rates and such general and special  
4 damages as may be appropriate;

5 6. For pre-judgment interest on any unpaid overtime compensation commencing  
6 from the date such amounts were due;

7 7. For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
8 California Labor Code section 1194; and

9 8. For such other and further relief as the court may deem just and proper.

10 **As to the Second Cause of Action**

11 9. That the Court declare, adjudge and decree that Defendants violated California  
12 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by  
13 willfully failing to provide all meal periods (including second meal periods) to  
14 Plaintiff and the other class members;

15 10. That the Court make an award to Plaintiff and the other class members of one  
16 (1) hour of pay at each employee's regular rate of compensation for each  
17 workday that a meal period was not provided;

18 11. For all actual, consequential, and incidental losses and damages, according to  
19 proof;

20 12. For premium wages pursuant to California Labor Code section 226.7(b);

21 13. For pre-judgment interest on any unpaid wages from the date such amounts  
22 were due;

23 14. For reasonable attorneys' fees and costs of suit incurred herein; and

24 15. For such other and further relief as the court may deem just and proper.

25 **As to the Third Cause of Action**

26 16. That the Court declare, adjudge and decree that Defendants violated California  
27 Labor Code section 226.7 and applicable IWC Wage Orders by willfully  
28 failing to provide all rest periods to Plaintiff and the other class members;

- 1 17. That the Court make an award to Plaintiff and the other class members of one  
2 (1) hour of pay at each employee's regular rate of compensation for each  
3 workday that a rest period was not provided;
- 4 18. For all actual, consequential, and incidental losses and damages, according to  
5 proof;
- 6 19. For premium wages pursuant to California Labor Code section 226.7(b);
- 7 20. For pre-judgment interest on any unpaid wages from the date such amounts  
8 were due; and
- 9 21. For such other and further relief as the court may deem just and proper.

10 **As to the Fourth Cause of Action**

- 11 22. That the Court declare, adjudge and decree that Defendants violated California  
12 Labor Code sections 1194 and 1197 by willfully failing to pay minimum wages  
13 to Plaintiff and the other class members;
- 14 23. For general unpaid wages and such general and special damages as may be  
15 appropriate;
- 16 24. For pre-judgment interest on any unpaid compensation from the date such  
17 amounts were due;
- 18 25. For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
19 California Labor Code section 1194(a);
- 20 26. For liquidated damages pursuant to California Labor Code section 1194.2; and
- 21 27. For such other and further relief as the court may deem just and proper.

22 **As to the Fifth Cause of Action**

- 23 28. That the Court declare, adjudge and decree that Defendants violated California  
24 Labor Code sections 201, 202, and 203 by willfully failing to pay all  
25 compensation owed at the time of termination of the employment of Plaintiff  
26 and other class members no longer employed by Defendants;
- 27 29. For all actual, consequential, and incidental losses and damages, according to  
28 proof;

- 1 30. For statutory wage penalties pursuant to California Labor Code section 203 for  
2 the other class members who have left Defendants' employ;  
3 31. For pre-judgment interest on any unpaid compensation from the date such  
4 amounts were due; and  
5 32. For such other and further relief as the court may deem just and proper.

6 **As to the Sixth Cause of Action**

- 7 33. That the Court declare, adjudge and decree that Defendants violated the record  
8 keeping provisions of California Labor Code section 226(a) and applicable  
9 IWC Wage Orders as to Plaintiff and the other class members, and willfully  
10 failed to provide accurate itemized wage statements thereto;  
11 34. For actual, consequential and incidental losses and damages, according to  
12 proof;  
13 35. For statutory penalties pursuant to California Labor Code section 226(e);  
14 36. For injunctive relief to ensure compliance with this section, pursuant to  
15 California Labor Code section 226(g); and  
16 37. For such other and further relief as the court may deem just and proper.

17 **As to the Seventh Cause of Action**

- 18 38. That the Court declare, adjudge and decree that Defendants violated California  
19 Labor Code sections 2800 and 2802 by willfully failing to reimburse the other  
20 class members for all necessary business-related expenses as required by  
21 California Labor Code sections 2800 and 2802;  
22 39. For actual, consequential and incidental losses and damages, according to  
23 proof;  
24 40. For the imposition of civil penalties and/or statutory penalties;  
25 41. For punitive damages and/or exemplary damages according to proof at trial;  
26 42. For reasonable attorneys' fees and costs of suit incurred herein; and  
27 43. For such other and further relief as the court may deem just and proper.  
28 44. That the Court declare, adjudge and decree that Defendants violated California

1 Labor Code section 2698, *et seq.*, the PAGA, for civil penalties pursuant to  
2 Defendants' violations of Labor Code §§ 201, 202, 203, 204, 218.5, 221,  
3 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198,  
4 2800, and 2802;

5 45. Upon the Cause of Action, for costs and attorneys' fees pursuant to Labor Code  
6 Sections 210, 1194, and 2699, and any other applicable statute; and

7 46. For such other and further relief as the Court may deem just and proper.

8 **As to the Eighth Cause of Action**

9 47. For civil penalties pursuant to statute as set forth in Labor Code § 2698, *et seq.*,  
10 for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 218.5, 221,  
11 226(a), 226.3, 226.7, 246, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198,  
12 2800, and 2802.

13 48. For costs and attorneys' fees pursuant to Labor Code §§ 210, 218.5, 1194, and  
14 2699, and any other applicable statute; and

15 49. For such other and further relief as the Court may deem just and proper.

16 **As to the Ninth Cause of Action**

17 50. That the Court declare, adjudge and decree that Defendants violated California  
18 Business and Professions Code sections 17200, *et seq.* by failing to provide  
19 Plaintiff and the other class members all overtime compensation due to them,  
20 failing to provide all meal and rest periods to Plaintiff and the other class  
21 members, failing to pay at least minimum wages to Plaintiff and the other class  
22 members, failing to pay Plaintiff's and the other class members' wages timely  
23 as required by California Labor Code section 201, 202.

24 51. For restitution of unpaid wages to Plaintiff and other class members and all  
25 pre-judgment interest from the day such amounts were due and payable;

26 52. For the appointment of a receiver to receive, manage and distribute any and all  
27 funds disgorged from Defendants and determined to have been wrongfully  
28 acquired by Defendants as a result of violation of California Business and

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Professions Code sections 17200, *et seq.*;


53. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

54. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, *et seq.*; and

55. For such other and further relief as the court may deem just and proper.

Dated: November 22, 2022

**JUSTICE LAW CORPORATION**

By:   
\_\_\_\_\_  
Douglas Han  
Shunt Tatavos-Gharajeh  
Chancellor Nobles  
*Attorneys for Plaintiffs*



# **EXHIBIT 1**

July 6, 2021

**BY U.S. EMAIL/ELECTRONIC SUBMISSION**

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

**RE: ITS TECHNOLOGIES & LOGISTICS, LLC, CONGLOBAL INDUSTRIES, LLC,  
AND CONGLOBAL TRANSPORT, LLC**

Dear Representative:

We have been retained to represent Steven DelCorso against ITS Technologies & Logistics, LLC, ConGlobal Industries, LLC and ConGlobal Transport, LLC (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20<sup>1</sup> for violations of California wage-and-hour laws (hereinafter collectively referred to as "ITS").

Mr. DelCorso is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. DelCorso may seek penalties and wages for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

ITS Technologies & Logistics, LLC is an Illinois limited liability company located at 8205 S. Cass Avenue, Suite 115, Darien, Illinois 60561. ConGlobal Industries, LLC and ConGlobal Transport, LLC are Delaware limited liability companies located at 8205 S. Cass Avenue, Suite 115, Darien, Illinois 60561.

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<sup>1</sup> Mr. DelCorso does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. DelCorso will amend this notice when the true names and capacities are known. Mr. DelCorso is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. DelCorso and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

LWDA

July 6, 2021

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ITS employed Mr. DelCorso as an hourly-paid non-exempt Hostler Driver within one year of the date of this letter (until in or about January of 2021) in the State of California. ITS directly controlled the wages, hours and working conditions of Mr. DelCorso's employment, including direction, retention, scheduling, supervision, and termination.

The "aggrieved employees" that Mr. DelCorso may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of ITS within the State of California.

ITS failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. DelCorso has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at ITS, regardless of their classification, job title, locations, or whether they were hired directly or through a staffing agency.

ITS has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 246, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. DelCorso and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. ITS failed to compensate Mr. DelCorso and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. ITS also failed to include non-discretionary bonuses and incentives in aggrieved employees' regular rate of pay for purposes of overtime compensation. Therefore, Mr. DelCorso and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, ITS failed to pay aggrieved employees with paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, ITS routinely required Mr. DelCorso and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with ITS policies and expectations. Additionally, ITS failed to provide adequate coverage to Mr. DelCorso and other aggrieved employees, so they may be relieved of all work duties and take legally mandated meal and rest breaks. ITS also assigned aggrieved employees to routes with strict delivery deadlines and a high volume of stops such that it was not possible for them to complete their route in a timely manner and take all their meal and rest breaks. Moreover, ITS failed to authorize and permit Mr. DelCorso and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, ITS failed to compensate Mr. DelCorso and other aggrieved employees all the premium wages they were owed.

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California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, ITS failed to pay Mr. DelCorso and other aggrieved employees all wages, including for uncompensated off-the-clock work and premium wages for failing to provide legally mandated meal and rest breaks as explained above, due to them within any time period specified by California Labor Code sections 201 and 203 and therefore is liable under California Labor Code section 203.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, ITS failed to pay Mr. DelCorso and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work and premium wages as explained above, within any time period specified by California Labor Code section 204.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, ITS did not provide Mr. DelCorso and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from ITS were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. DelCorso and other aggrieved employees, (2) total hours worked by Mr. DelCorso and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. DelCorso and other aggrieved employees (4) all deductions for Mr. DelCorso and other aggrieved employees, (5) net wages earned by Mr. DelCorso and other aggrieved employees, (6) the inclusive dates of the period for which Mr. DelCorso and other aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Mr. DelCorso and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. DelCorso and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, ITS failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. DelCorso and other aggrieved employees.

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California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, ITS did not provide Mr. DelCorso and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, Mr. DelCorso and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by ITS, including for purchasing equipment they were required to wear while working such as steel-toed boots, and using their personal cellular phones for GPS and timekeeping and to communicate with dispatch.

We believe that Mr. DelCorso and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 246, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. DelCorso will seek these penalties and wages on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of ITS within one year of the date of this letter, as allowed by law.

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LWDA  
July 6, 2021  
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If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

**JUSTICE LAW CORPORATION**

A handwritten signature in black ink, appearing to read "D. Han", written over a horizontal line.

Douglas Han, Esq.

**CC: (By Certified U.S. Mail Only):**

ITS Technologies and Logistics, LLC, ConGlobal Industries, LLC and ConGlobal Transport, LLC

c/o CSC - Lawyers Incorporation Service

2710 Gateway Oaks Drive, Suite 150N

Sacramento, California 95833

*Agent for Service of Process for* ITS Technologies and Logistics, LLC, ConGlobal Industries, LLC and ConGlobal Transport, LLC



# **EXHIBIT 3**

## JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

Subject to final approval by the Court, this Settlement Agreement is between Plaintiffs Steven DelCorso, Raul “Rudy” Ortega, and Clemente Sandoval (“Plaintiffs”) on behalf of themselves and others similarly situated and other aggrieved employees; and Defendants ITS Technologies & Logistics, LLC, Conglobal Industries, LLC, and Conglobal Transport, LLC (“Defendants”). Plaintiffs and Defendants collectively are referred to in this Agreement as the “Parties.” The Parties agree that the Case (as defined herein) shall be fully and finally compromised, settled and released, and final judgment entered upon the terms and conditions as set forth herein and to be approved by the Court.

### I. DEFINITIONS

In addition to the other terms defined in this Agreement, the terms below have the following meaning:

- A. **Action**: The lawsuit originally filed by Plaintiff DelCorso in the Superior Court of California, County of San Bernardino, on September 30, 2021, entitled *DelCorso v. ITS Technologies & Logistics, LLC, et al.*, Case No. CIVSB2128129, and which will be amended by stipulation of the Parties for purposes of this settlement, only, to add Plaintiffs Ortega and Sandoval, as well as all causes of action alleged in the case entitled *Ortega et al. v. ITS Technologies & Logistics, LLC et al.*, United States District Court, Central District of California, Case No.: 5:21-cv-00562-JWH-KK.
- B. **Administration Costs**: All administrative costs incurred by the Settlement Administrator to administer this Settlement including the cost of notice to the Class Members, settlement administration, and any fees and costs incurred or charged by the Settlement Administrator in connection with the execution of its duties under this Agreement, which shall not exceed \$20,000. All Administration Costs shall be paid from the Qualified Settlement Fund.
- C. **Agreement, Settlement Agreement, Joint Stipulation, or Settlement**: The settlement agreement reflected in this document, titled “Joint Stipulation and Settlement Agreement.”
- D. **Attorney Fee Award**: The amount, not to exceed one-third of the Gross Settlement Amount or \$500,000.00, to be finally approved by the Court and awarded to Class Counsel. The Attorney Fee Award shall be paid from the Qualified Settlement Fund and will not be opposed by Defendants. If the Court awards less than the amounts requested, any amounts not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
- E. **Class**: All individuals who have previously been or currently are employed by Defendants ITS Technologies & Logistics, LLC, Conglobal Industries, LLC,

and/or Conglobal Transport, LLC as an hourly paid and/or non-exempt employee within the State of California during the Class Period.

- F. **Class Counsel:** Attorneys Douglas Han, Shunt Tatavos-Gharajeh, and Chancellor Nobles of Justice Law Corporation.
- G. **Class Data:** The Class Data means information regarding Class Members that Defendants will compile from their available, existing, electronic records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: (i) each Class Member's full name; (ii) each Class Member's last-known address; (iii) each Class Member's Social Security and Employee ID number, if any; (iv) each Class Member's relevant dates of employment during the Class Period; and (v) any information in Defendants' possession that the Settlement Administrator may reasonably need to calculate workweeks, pay periods, Participating Class Members' Individual Settlement Shares, and/or Eligible Aggrieved Employees' Individual PAGA Payments.
- H. **Class Member:** Each person eligible to participate in this Settlement who is a member of the Class as defined above.
- I. **Class Period:** The time period from August 16, 2016 through July 29, 2022.
- J. **Class Representative or Plaintiffs:** Steven DelCorso, Raul "Rudy" Ortega, and Clemente Sandoval.
- K. **Class Representative Enhancement Payments:** The amount the Court awards to each Plaintiff for their services as Class Representative, which will not exceed \$10,000. These payments shall be paid from the Qualified Settlement Fund and will not be opposed by Defendants. These enhancement payments are subject to approval of the Court. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
- L. **Complaints:** The complaint filed by Plaintiffs Ortega and Sandoval in the case entitled *Ortega et al. v. ITS Technologies & Logistics, LLC et al.*, in the Superior Court of California, County of San Bernardino, on February 11, 2021 and removed to the United States District Court, Central District of California, Case No.: 5:21-cv-00562-JWH-KK (the "*Ortega Action*"); the complaint filed by Plaintiff DelCorso in this case entitled *DelCorso v. ITS Technologies & Logistics, LLC, et al.*, Case No. CIVSB2103300, in the Superior Court of California, County of San Bernardino, on September 30, 2021 (the "*DelCorso Action*"); and the First Amended Complaint to be filed by Plaintiffs in the *DelCorso Action*, for purposes of this settlement, only, adding Plaintiffs Ortega and Sandoval and their claims from the *Ortega Action*.

- M. Cost Award:** The amount that the Court awards Class Counsel for payment of actual litigation costs subject to proof, which shall not exceed \$25,000. The Cost Award will be paid from the Qualified Settlement Fund and will not be opposed by Defendants. The Cost Award is subject to Court approval. If Class Counsel's request for the Cost Award is less or is not approved and/or is reduced by the Court, any amount not requested, not approved and/or reduced by the Court will become part of the Net Settlement Amount for distribution to Participating Class Members.
- N. Counsel for Defendants:** Attorneys Sarah Ross, Esq. and Kara A. Cole, Esq. of Littler Mendelson, P.C.
- O. Court:** The Superior Court of the State of California, County of San Bernardino.
- P. Defendants:** ITS Technologies & Logistics, LLC, Conglobal Industries, LLC, and Conglobal Transport, LLC
- Q. Effective Final Settlement Date:** The Effective Date of the settlement shall be the date of the Court's Order granting final approval of this settlement, and the settlement becomes final and is no longer appealable. For purposes of this settlement, "becomes final and is no longer appealable" shall mean upon the later of: (i) if there are no objections to the settlement, or any objections are withdrawn prior to the final approval hearing, the date of the Court's Order granting final approval of this settlement; (ii) if there are one or more objections to the settlement, the day after the last date by which a notice of appeal to the applicable Court of Appeal of the order approving this Settlement may be timely filed (i.e., 61 days from entry), and none is filed; (iii) if there are one or more objections to the settlement and if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the order approving this settlement passes, and no further review is requested; or (iv) if there are one or more objections to the settlement and if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the order approving this settlement is requested, the day after the review is finally dismissed or denied with prejudice and/or no further review of the order can be requested.
- R. Eligible Aggrieved Employees:** The aggrieved employees eligible to recover the PAGA payment shall consist of all current and former hourly-paid or non-exempt employees of Defendants within the state of California during the PAGA Period.
- S. Opt-Out Form:** The Election Not To Participate In Settlement, substantially similar to the form attached hereto as **Exhibit B**, subject to Court approval.

- T. Final Approval or Judgment:** The final order entered by the Court finally approving the proposed Settlement.
- U. Gross Settlement Amount or GSA:** The total value of the Settlement is a non-reversionary One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00). This is the gross amount Defendants can be required to pay under this Settlement Agreement, which includes: the (1) Net Settlement Amount to be paid to Participating Class Members; (2) Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representative Enhancement Payments paid to the Class Representatives, as approved by the Court; (4) Administration Costs paid to the Settlement Administrator, as approved by the Court; and (5) the PAGA Payments to the LWDA and to Eligible Aggrieved Employees, as approved by the Court. Defendants' portion of payroll taxes is not included in the GSA and will be a separate obligation of Defendants. No portion of the Gross Settlement Amount will revert to Defendants. In no event shall Defendants be responsible for any other attorneys' fees or costs.
- V. Individual PAGA Payment(s):** The amount payable to each Eligible Aggrieved Employee from the portion of the PAGA Payment allocated to the Eligible Aggrieved Employees under the terms of this Settlement Agreement. Eligible Aggrieved Employees are not required to submit a claim form to receive their Individual PAGA Payments. Rather, Eligible Aggrieved Employees will be mailed an Individual PAGA Payment automatically, without the return of a claim form. Eligible Aggrieved Employees may not opt-out of the settlement of PAGA claims.
- W. Individual Settlement Share(s):** The amount payable to each Participating Class Member under the terms of this Settlement Agreement. Class Members are not required to submit a claim form to receive their Individual Settlement Shares under the terms of this Settlement Agreement. Rather, Participating Class Members will be mailed an Individual Settlement Share automatically, without the return of a claim form, unless they fully complete and timely submit an Opt-Out Form.
- X. LWDA:** California Labor and Workforce Development Agency.
- Y. Net Settlement Amount or NSA:** The total amount of money available from the GSA for distribution to Participating Class Members, which is the GSA less the Attorney Fee Award, Cost Award, Class Representative Enhancement Payments, PAGA Payments, and Administration Costs. The Net Settlement Amount is the portion of the Gross Settlement Amount that will be distributed to Participating Class Members who do not request to opt-out from the Settlement.

- Z.** **Notice:** The “Notice of Class Action and PAGA Settlement” to be provided to all Class Members, in both English and Spanish, regarding the terms of this Settlement, substantially like the form attached hereto as **Exhibit A**, subject to Court approval. The Notice shall constitute class notice pursuant to California Rules of Court, Rule 3.769(f) and, once approved by the Court, shall be deemed compliant with California Rules of Court, Rule 3.766.
- AA.** **Notice Packet:** The Notice and Opt-Out Form.
- BB.** **PAGA:** The California Labor Code Private Attorneys General Act of 2004 (California Labor Code section 2698, *et seq.*).
- CC.** **PAGA Notice:** The PAGA Notice refers to the pre-filing notice of Labor Code violations served by or on behalf of Plaintiff DelCorso on the LWDA on July 6, 2021.
- DD.** **PAGA Payments:** The PAGA Payments will be in the sum total of \$75,000.00 of the Gross Settlement Amount, allocated to satisfy the PAGA penalties claim as alleged in the Action. Seventy-five percent (75%) of the PAGA Payment (\$56,250.00) shall be paid to the LWDA, and twenty-five percent (25%) of the PAGA Payment (\$18,750.00) shall be distributed to Eligible Aggrieved Employees, on a pro rata basis, as set forth below.
- EE.** **PAGA Period:** The time period from July 6, 2020 to July 29, 2022.
- FF.** **PAGA Released Claims:** PAGA Released Claims means all claims for civil penalties pursuant to PAGA asserted in the Action or in the PAGA Notice against the Released Parties, including for alleged violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 246, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and the Industrial Welfare Commission (“IWC”) Wage Orders. The period of the PAGA Released Claims shall extend to the limits of the PAGA Period.
- PAGA Released Claims do not include claims that, as a matter of law, cannot be released and does not include claims for retaliation, discrimination, wrongful termination, and individual claims for the recovery of workers’ compensation benefits.
- GG.** **Participating Class Members:** All Class Members who do not submit a valid and timely request to exclude themselves from this Settlement.
- HH.** **Parties:** Plaintiffs Steven DelCorso, Raul “Rudy” Ortega, and Clemente Sandoval as individuals and as a Class Representatives, and Defendants ITS Technologies & Logistics, LLC, Conglobal Industries, LLC, and Conglobal Transport, LLC.

- II. Preliminary Approval or Preliminary Approval Order:** The order entered by the Court preliminarily approving the proposed settlement.
- JJ. Qualified Settlement Fund or QSF:** A fund within the meaning of Treasury Regulation § 1.46B-1, 26 C.F.R. § 1.468B-1 *et seq.*, that is established by the Settlement Administrator for the benefit of Participating Class Members, Eligible Aggrieved Employees, Plaintiffs and Class Counsel.
- KK. Released Claims:** Released Claims means all claims alleged or could have been alleged based on the facts alleged in the operative complaint, which arose during the Class Period, specifically including the following claims: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums), including any claims regarding failure to pay premium pay and/or to pay premium pay at the correct rate of pay; (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums), including any claims regarding failure to pay premium pay and/or to pay premium pay at the correct rate of pay; (4) Violation of California Labor Code §§ 1194 and 1197 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements), including any alleged failure to provide complete and/or accurate wage statements; (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); (8) Violation of California Business and Professions Code § 17200, *et seq.*, including all claims for injunctive relief, declaratory relief, restitution, unfair business practices alleged or which could have been alleged in connection with any other claims; and (9) Violation of Labor Code § 2698, *et seq.* (Private Attorneys General Act of 2004 (PAGA)), including those claims set forth in DelCorso's Letter to the Labor & Workforce Development Agency for alleged violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 246, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the IWC Wage Orders generally, including but not limited to overtime pay, minimum wage, regular wages and/or sick pay whether contractual or statutory, as well as any and all other claims under California common law, the California Labor Code including but not limited to the Private Attorneys General Act, California Industrial Welfare Commission Wage Orders, and the California Business and Professions Code alleged in or that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Actions, also including any claims for penalties (statutory, civil or otherwise), attorneys' fees, costs, interest, penalties, or premiums in connection with the claims in this Paragraph. All federal claims shall likewise be released, and shall be barred by the settlement by virtue of *res judicata*, in accordance with *Rangel v. PLS Check Cashers of Cal., Inc.* 889 F.3d 1106 (9<sup>th</sup> Cir. 2018).

All Eligible Aggrieved Employees shall release the PAGA Released Claims, in addition to releasing the Released Claims, upon the Effective Final Settlement

Date. Eligible Aggrieved Employees may not opt-out of the settlement of the PAGA Released Claims.

The Released Claims do not include claims that, as a matter of law, cannot be released and does not include claims for retaliation, discrimination, wrongful termination, and individual claims for the recovery of workers' compensation benefits.

- LL. **Released Parties**: Defendants and any and all of their past, present and future direct or indirect parents, sister or related entities, acquired companies, subsidiaries, predecessors, successors and affiliates as well as each of its or their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, heirs, representatives, accountants, auditors, consultants, and any individual or entity which could be jointly liable with Defendants.
- MM. **Response Deadline**: Sixty (60) calendar days from the initial mailing of the Class Notice.
- NN. **Settlement Administrator**: The third-party administrator agreed upon by Parties to administer this Settlement is CPT Group, Inc.

## II. **RECITALS**

- A. **Investigation and Discovery.** Prior to the mediation on April 29, 2022, and both before and after the Actions were filed, the Parties conducted significant investigation and discovery of the facts and law. Prior to mediation, Defendants produced thousands of pages of documents relating to their policies, practices, and procedures regarding timekeeping, overtime, scheduling, meal and rest periods, reimbursement, and other payroll and operational policies. As part of Defendants' production, Plaintiffs also reviewed time records, pay records, information relating to the size and scope of the Class, and data permitting Plaintiffs to understand the number of workweeks in the Class Period and pay periods in the PAGA Period. Plaintiffs also interviewed various Class Members who worked for Defendants during and throughout the Class Period. The Parties agree that the above-described investigation and evaluation, as well as the information exchanged during settlement negotiations, are and were sufficient to assess the merits of the respective Parties' positions and to compromise the issues on a fair and equitable basis.
- B. **Benefits of Settlement to Class Members.** Plaintiffs and Class Counsel recognize the expense and length of additional proceedings necessary to continue the litigation against Defendants through trial and through any possible appeals. Plaintiffs and Class Counsel also have considered the uncertainty and risks, the potential outcome, and the difficulties and delays inherent in further litigation. Plaintiffs and Class Counsel have conducted



extensive settlement negotiations, including formal mediation on April 29, 2022. Based on the foregoing, Plaintiffs and Class Counsel believe the Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class Members.

- C. Defendants' Reasons for Settlement.** Defendants recognize that the defense of this litigation will be protracted and expensive. Substantial amounts of Defendants' time, energy, and resources have been and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiffs. Defendants, therefore, have agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Released Claims.
- D. Defendants' Denial of Wrongdoing.** Defendants generally and specifically deny any and all liability or wrongdoing of any sort with regard to any of the claims alleged, make no concessions or admissions of liability of any sort, and contend that for any purpose other than settlement, the Action is not appropriate for collective, Class, representative or PAGA treatment. Defendants also assert multiple defenses to the claims and deny any wrongdoing or liability arising out of any of the alleged facts or conduct in the Action. Neither this Agreement, nor any document referred to or contemplated herein, nor any statements, discussions, or communications, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendants or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. Nor should the Agreement be construed as an admission that Plaintiffs can serve as adequate Class Representatives or that an ascertainable class exists. There has been no determination by any court as to the merits of the claims asserted by Plaintiffs against Defendants or as to whether a class or classes should be certified, other than for settlement purposes only.
- E. Plaintiffs' Claims.** Plaintiffs assert that Defendants' defenses are without merit. Neither this Agreement, nor any document referred to or contemplated herein, nor any statements, discussions, or communications, nor any action taken to carry out this Agreement is or may be construed as, or may be used as an admission, concession or indication by or against Plaintiffs, Class Members, or Class Counsel as to the merits of any claims or defenses asserted, or lack thereof, in the Action. However, if this Settlement is finally approved by the Court, none of Plaintiffs, Class Members, or Class Counsel will oppose Defendants' efforts to use this Agreement to prove that Plaintiffs and Participating Class Members have resolved and are forever barred from re-litigating the Released Claims.

### **III. SETTLEMENT TERMS AND CONDITIONS**

- A. Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the maximum Gross Settlement Amount, excluding Defendants'

share of payroll taxes, that Defendants is obligated to pay under this Settlement Agreement is One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00).

- B. Notice to the Labor and Workforce Development Agency (“LWDA”).** On July 6, 2021, Plaintiff DelCorso filed and served his Notice of alleged Labor Code Violations Pursuant to Labor Code section 2699.3. Thus, Plaintiffs have satisfied their notice obligations under PAGA.
- C. Conditional Nature of Stipulation for Certification.** The Parties stipulate and agree to the certification of the claims asserted on behalf of Plaintiffs and Class Members for purposes of this Settlement only. If the Settlement does not become effective, the fact that the Parties were willing to stipulate to certification as part of the Settlement shall not be admissible or used in any way in connection with the question of whether the Court should certify any claims in a non-settlement context in this Action or in any other lawsuit or venue. If the Settlement does not become effective, Defendants reserve the right to contest any and all issues relating to class certification, liability and damages.
- D. Appointment of Class Representative.** Solely for the purposes of this Settlement, the Parties stipulate and agree Plaintiffs shall be appointed as the representatives for the Class.
- E. Appointment of Class Counsel.** Solely for the purpose of this Settlement, the Parties stipulate and agree that Class Counsel shall be appointed to represent the Class.
- F. Settlement Disbursement.** Subject to the terms and conditions of this Agreement, and the approval of the Court, the Settlement Administrator will disburse the Gross Settlement Amount as follows:
  - 1. To the Plaintiffs: Steven DelCorso, Raul “Rudy” Ortega, and Clemente Sandoval.** In addition to his respective Individual Settlement Share and/or Individual PAGA Payment, and subject to the Court’s approval, Plaintiffs Steven DelCorso, Raul “Rudy” Ortega, and Clemente Sandoval will each receive up to Ten Thousand Dollars and Zero Cents (\$10,000) as a Class Representative Enhancement Payment. The Settlement Administrator will pay the Class Representative Enhancement Payments out of the Qualified Settlement Fund. Payroll tax withholdings and deductions will not be taken from the Class Representative Enhancement Payments. An IRS Form 1099 will be issued to each Plaintiff with respect to his Class Representative Enhancement Payment. Plaintiffs shall be solely and legally responsible for paying any and all applicable taxes due on their Class Representative Enhancement Payments and shall hold harmless Defendants, Class Counsel and the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Enhancement

Payments. In the event the Court does not approve the entirety of the application for the Class Representative Enhancement Payments, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendants nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Plaintiffs, the difference shall become part of the NSA and will be distributed to Participating Class Members. In the event that the Court reduces or does not approve the requested Class Representative Enhancement Payments, Plaintiffs shall not have the right to revoke the Settlement, and it will remain binding, nor will Plaintiffs seek, request, or demand an increase in the Gross Settlement Amount on that basis or any basis.

- 2. To Class Counsel.** Class Counsel will apply to the Court for, and Defendants agree not to oppose, a total Attorney Fee Award not to exceed one-third, or Five Hundred Thousand Dollars and Zero Cents (\$500,000), of the GSA and a Cost Award not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). The Settlement Administrator will pay the Court-approved amounts for the Attorney Fee Award and Cost Award out of the Gross Settlement Amount. The Settlement Administrator may purchase an annuity to utilize US treasuries and bonds or other attorney fee deferral vehicles for Class Counsel. Payroll tax withholding and deductions will not be taken from the Attorney Fee Award or the Cost Award. IRS Forms 1099 will be issued to Class Counsel with respect to these payments. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the Attorney Fee Award and Cost Award. In the event the Court does not approve the entirety of the application for the Attorney Fee Award and/or Cost Award, the Settlement Administrator shall pay whatever amount(s) the Court awards, and neither Defendants nor the Settlement Administrator shall be responsible for paying the difference between the amount(s) requested and the amount(s) awarded. If the amount(s) awarded is less than the amount(s) requested by Class Counsel for the Attorney Fee Award and/or Cost Award, the difference(s) shall become part of the NSA and will be distributed to Participating Class Members. In the event that the Court reduces the requested Attorney Fee Award and/or Cost Award, neither Plaintiffs nor Class Counsel shall have the right to revoke the Settlement, and it will remain binding, nor will Plaintiffs or Class Counsel seek, request, or demand an increase in the Gross Settlement Amount on that basis or any basis.
- 3. To the Responsible Tax Authorities.** The Settlement Administrator will withhold the amount of the Participating Class Members' portion of normal payroll withholding taxes out of each person's Individual Settlement Share apportioned to wages. The Settlement Administrator will calculate the amount of the Participating Class Members' and Defendants' portion of

payroll withholding taxes. The Settlement Administrator will submit Defendants' portion of payroll withholding tax calculation to Defendants for additional funding and forward those amounts along with each person's Individual Settlement Share withholdings to the appropriate taxing authorities. Defendants will pay its portion of employer-side payroll taxes at the same time Defendants fund the Gross Settlement Amount, in accordance with the requirements of Section III(H)(8)(a) of this Settlement Agreement.

4. **To the Settlement Administrator.** The Settlement Administrator will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000). This will be paid out of the Qualified Settlement Fund. If the actual amount of Administration Costs is less than the amount estimated and/or requested, the difference shall become part of the NSA and will be distributed to Participating Class Members.
5. **To Participating Class Members.** The Settlement Administrator will pay each Participating Class Member an Individual Settlement Share from the NSA.
  - a. **Individual Settlement Share Calculation.** The Settlement Administrator will pay each Participating Class Member according to his or her proportional share of the Net Settlement Amount, which will be equal to: (i) the number of weeks the Participating Class Member worked during the Class Period, based on the Class Data provided by Defendants, (ii) divided by the total number of weeks worked by any and all Participating Class Members collectively during the Class Period, based on the same Class Data, (iii) which is then multiplied by the Net Settlement Amount. One day worked in a given week will be credited as a week for purposes of this calculation. Therefore, the value of each Participating Class Member's Individual Settlement Share ties directly to the number of weeks the Participating Class Member worked during the Class Period.
  - b. **Tax Treatment for Individual Settlement Shares.** Each Participating Class Member's Individual Settlement Share will be apportioned as follows: twenty percent (20%) wages and eighty percent (80%) penalties and interest. The portion paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by IRS Forms W-2. Payment of all amounts will be made subject to backup withholding unless a duly executed IRS Form W-4 is received from the payee(s). The amounts paid as penalties and interest shall be subject to all

authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS Forms 1099. The employees' share of payroll tax withholdings shall be withheld from each person's Individual Settlement Share. Participating Class Members will be responsible for the payment of any taxes and penalties assessed on the Individual Settlement Shares and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of Individual Settlement Shares.

**6. To Eligible Aggrieved Employees.** The Settlement Administrator will pay each Eligible Aggrieved Employee an Individual PAGA Payment from the portion of the PAGA Payment allocated to the Eligible Aggrieved Employees.

**a. Individual PAGA Payment Calculation.** The Settlement Administrator will pay each Eligible Aggrieved Employee according to his or her proportional share of the portion of the PAGA Payment allocated to the Eligible Aggrieved Employees, which will be equal to: (i) the number of pay periods the Eligible Aggrieved Employee worked during the PAGA Period, based on the Class Data provided by Defendants, (ii) divided by the total number of pay periods worked by any and all Eligible Aggrieved Employees collectively during the PAGA Period, based on the same Class Data, (iii) which is then multiplied by the portion of the PAGA Payment allocated to the Eligible Aggrieved Employees. One day worked in a given pay period will be credited as a pay period for purposes of this calculation. Therefore, the value of each Eligible Aggrieved Employee's Individual PAGA Payment ties directly to the number of pay periods the Eligible Aggrieved Employee worked during the PAGA Period.

**b. Tax Treatment for Individual PAGA Payments.** Each Eligible Aggrieved Employee's Individual PAGA Payment will be apportioned as one hundred percent (100%) penalties and shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS Forms 1099. Eligible Aggrieved Employees will be responsible for the payment of any taxes and penalties assessed on the Individual PAGA Payments and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of Individual PAGA Payments.

**G. Appointment of Settlement Administrator.** The Settlement Administrator shall be responsible for preparing, translating into Spanish, printing, and mailing the Notice Packets to the Class Members; creating a static settlement

website that will go live on the same date the Notice Packet is first mailed to the Class Members and that will include, among other things, the Complaints, standalone generic copies of the Notice and Opt-Out Form, all papers filed in connection with the Preliminary Approval Hearing (including all orders filed by the Court), all papers filed in connection with the Final Approval Hearing (including the fee motion and the final approval motion), and, if the Settlement is approved, the Final Approval Order and Judgment; keeping track of any objections or requests to opt-out from Class Members; performing skip traces and re-mailing Notice Packets, Individual Settlement Shares, and Individual PAGA Payments to Class Members and Eligible Aggrieved Employees; calculating any and all payroll tax deductions as required by law; calculating each Class Member's Individual Settlement Share; calculating each Eligible Aggrieved Employee's Individual PAGA Payment; providing weekly status reports to Counsel for Defendants and Class Counsel, which are to include updates on any objections or requests to opt-out that have been received; providing a due diligence declaration for submission to the Court upon completion of the Settlement and prior to the Final Approval Hearing; mailing Individual Settlement Shares to Participating Class Members; mailing Individual PAGA Payments to Eligible Aggrieved Employees; mailing the portion of the PAGA Payment due to the LWDA to the LWDA; distributing the Attorney Fee Award and Cost Award to Class Counsel; distributing the Representative Enhancement Payments to Plaintiffs; printing and providing Class Members, Eligible Aggrieved Employees, and Plaintiffs with IRS Forms W-2 and 1099 as required under this Agreement and applicable law; turning over any funds remaining in the QSF as a result of uncashed checks to the California State Controller's Office in accordance with California's Unclaimed Property Law, including the administration of related tax reimbursements; and for such other tasks as the Parties mutually agree. The Parties, Class Counsel and Counsel for Defendants each represent that they do not have any financial interest in CPT Group or otherwise have a relationship with CPT Group that could create a conflict of interest.

## **H. Procedure for Approving Settlement.**

### **1. Motion for Preliminary Approval and Conditional Certification.**

- a.** Plaintiffs will move for an order conditionally certifying the Class for settlement purposes only, giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Notice and Opt-Out Form. Class Counsel shall provide Defense Counsel with draft Preliminary Approval motion papers at least seven (7) days before the filing of the Preliminary Approval motion.
- b.** Pursuant to California Labor Code section 2699(1), Class Counsel will provide a copy of this Settlement Agreement to the LWDA

concurrently with Class Counsel's filing of the motion for Preliminary Approval. Class Counsel will also file a declaration in support of Plaintiffs' motion for Preliminary Approval confirming that Class Counsel has submitted the Settlement Agreement to the LWDA in compliance with California Labor Code section 2699(1). The Parties intend to and believe the notice pursuant to the procedures described in this Paragraph complies with the requirements of the PAGA, and the Parties will request the Court adjudicate the validity of the notice in the motion for Final Approval of the Settlement.

- c. At the Preliminary Approval Hearing, Plaintiffs will appear, support the granting of the motion, and submit a proposed order granting conditional certification of the Class and Preliminary Approval of the Settlement; appointing the Class Representatives, Class Counsel, and the Settlement Administrator; approving the Notice; and setting the Final Approval Hearing.
  - d. Should the Court decline to conditionally certify the Class or to Preliminarily Approve all material aspects of the Settlement with prejudice, the Parties and counsel will cooperate in good faith to resubmit approval papers as may be requested or required by the Court. Provided, however, that the amounts of the Attorney Fee Award, Cost Award, Administration Costs, and Class Representative Enhancement Payments shall be determined by the Court, and the Court's determination on these amounts shall be final and binding, and that the Court's approval or denial of any amount requested for these items is not a condition of this Settlement Agreement and is to be considered separate and apart from the fairness, reasonableness, and adequacy of the Settlement. Any order or proceeding relating to an application for the Attorney Fee Award, Cost Award, Administration Costs, and/or Class Representative Enhancement Payment shall not operate to terminate or cancel this Settlement Agreement.
  - e. If the Court nonetheless declines to conditionally certify the Class or Preliminarily Approve all material aspects of the Settlement, with prejudice, the Settlement will become null and void, and the Parties will have no further obligations under it.
- 2. Notice to Class Members.** After the Court enters its Preliminary Approval Order, every Class Member will be provided with the Notice Packet in accordance with the following procedure:
- a. Within ten (10) business days after entry of the Preliminary Approval Order, Defendants shall deliver the Class Data to the

Settlement Administrator, only (and not to Class Counsel). The Settlement Administrator shall maintain the Class Data as private and confidential and take reasonable and necessary precautions to maintain the confidentiality of the Class Data. The Settlement Administrator shall not distribute or use the Class Data or any information contained therein for any purpose other than to administer this Settlement.

- b.** Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes.
- c.** Within ten (10) business days after Defendants' deadline to provide the Class Data to the Settlement Administrator, the Settlement Administrator will mail the Notice Packet to all identified Class Members via first-class regular U.S. Mail.
- d.** If a Notice Packet is returned because of an incorrect address, within three (3) business days from receipt of the returned Notice Packet, the Settlement Administrator will conduct a search for a more current address for the Class Member and re-mail the Notice Packet to the Class Member. The Settlement Administrator will use the National Change of Address Database and skip traces to attempt to find the current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a Notice Packet is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. If the Settlement Administrator is unable to locate a better address, the Notice Packet shall be re-mailed to the original address. If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records the date and address of each re-mailing. Those Class Members who receive a re-mailed Notice Packet, whether by skip-trace or forwarded mail, will have an additional ten (10) calendar days to submit a request to opt-out or objection to the Settlement or dispute the information provided in their Notices. The Settlement Administrator shall mark on the envelope whether the Notice Packet is a re-mailed notice and shall provide on the envelope the Class Member's new deadline to respond.
- e.** Class Members may dispute the information provided in their Notices, but must do so in writing by the Response Deadline. Class



Members may submit written disputes to the Settlement Administrator by faxing or emailing their disputes by the Response Deadline, or by mailing their written disputes by first-class regular U.S. mail, postmarked by the Response Deadline. To the extent Class Members dispute the number of workweeks or pay periods to which they have been credited or the amounts of their Individual Settlement Shares or Individual PAGA Payments, Class Members must produce and submit evidence to the Settlement Administrator showing that such information is inaccurate. Absent documentary evidence rebutting Defendants' records, Defendants' records will be presumed determinative. However, if a Class Member produces documentary evidence to the contrary, the Parties will evaluate the evidence submitted by the Class Member and will meet and confer as to the number of eligible workweeks or pay periods to which the Class Member should be credited and/or the Individual Settlement Share or Individual PAGA Payment to which the Class Member may be entitled. Any dispute that cannot be resolved by Class Counsel and Counsel for Defendants may be brought before the Court before final approval of the Class Settlement. The Settlement Administrator will mail Class Members notice of the determinations of their challenges within three (3) business days of the determination.

- f. If the Settlement Administrator receives an incomplete or deficient Opt-Out Form, the Settlement Administrator shall send a letter informing the Class Member of the deficiency and shall allow the Class Member ten (10) calendar days to cure the deficiency. If, after the cure period expires, the request to opt-out is not cured, the Settlement Administrator will determine that the Class Member did not exclude himself or herself from the Settlement, and the Class Member will be bound by the Settlement.
- g. The Settlement Administrator shall provide a weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Counsel for Defendants of the number of Notice Packets mailed, the number of Notice Packets returned as undeliverable, the number of Notice Packets re-mailed, and the number of requests to opt-out received.
- h. No later than ten (10) business days after the Response Deadline, the Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its compliance with its obligations under this Agreement. The declaration from the Settlement Administrator shall also be filed with the Court by Class Counsel no later than ten (10) calendar days before the Final

Approval Hearing. If any material changes occur before the Final Approval Hearing but after the Settlement Administrator's declaration of due diligence has been filed, the Settlement Administrator will supplement its declaration.

### 3. Objections to Settlement.

- a. **Notice.** The Notice will provide that Class Members who wish to object to the Settlement may do so by submitting an objection to the Settlement Administrator by the Response Deadline. Class Members may submit objections by faxing or emailing them to the Settlement Administrator by the Response Deadline or mailing them by regular U.S. mail to the Settlement Administrator, postmarked by the Response Deadline. Class Members who object to this Settlement or any term(s) of this Settlement may not also submit requests to opt-out of this Settlement (i.e., may not opt-out of this Settlement). In the event a Class Member both submits a valid request to opt-out and submits or makes a valid objection, the request to opt-out will be deemed invalid, and the objection will remain valid. If a Class Member objects to the Settlement, the objecting Class Member will remain a member of the Settlement and, if the Court approves the Settlement, the objecting Class Member will be bound by the terms of the Settlement in the same way and to the same extent as a Participating Class Member who does not object. Eligible Aggrieved Employees do not have the right to object to the PAGA portion of the Settlement.
- b. **Format.** Objections should: (a) state the objecting Class Member's full name, address, and telephone number; (b) include the words "Notice of Objection" or "Formal Objection;" and (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection. However, an objection will be deemed valid as long as it is submitted or postmarked to the Settlement Administrator by the Response Deadline and provides sufficient information to allow the Settlement Administrator to ascertain the Class Member's identity and to ascertain that the Class Member objects to the Settlement or to some term(s) of the Settlement.
- c. **Objector Appearances.** Participating Class Members may (though are not required to) appear at the Final Approval Hearing, either in person or through their own counsel. The failure to file and serve a written objection does not waive a Participating Class Member's right to appear at and make an oral objection at the Final Approval Hearing. The Court will hear from any Class Member who attends the Final Approval Hearing and asks to speak,

regardless of whether the Class Member has submitted a written objection.

#### **4. Request to Opt-Out from the Settlement.**

- a. Notice.** The Notice will provide that Class Members who wish to exclude themselves from the Settlement may do so by submitting a written request to opt-out to the Settlement Administrator by fax or email by the Response Deadline or by mailing a request to opt-out to the Settlement Administrator by regular U.S. mail, postmarked by the Response Deadline.
- b. Format.** The request to opt-out should: (a) include the Class Member's full name and address, and the last four digits of the Class Member's Social Security number; (b) be addressed to the Settlement Administrator; (c) be signed by the Class Member; and (d) be submitted or postmarked no later than the Response Deadline. However, a request to opt-out will be deemed valid as long as it is submitted or postmarked to the Settlement Administrator by the Response Deadline and provides sufficient information to allow the Settlement Administrator to ascertain the Class Member's identity and to ascertain that the Class Member wants to opt-out of the Settlement.
- c. No Opt-Out From PAGA.** Eligible Aggrieved Employees will not be able to exclude themselves from the PAGA portion of the Settlement. Therefore, if the Court approves the Settlement, Eligible Aggrieved Employees will be bound by the PAGA portion of the Settlement and will still be mailed checks for their Individual PAGA Payments. The Notice will inform Eligible Aggrieved Employees that they cannot opt-out of the PAGA portion of the Settlement and will explain that Eligible Aggrieved Employees will be bound by the PAGA portion of the Settlement, meaning they will release and be barred from pursuing any of the PAGA Released Claims against the Released Parties, and will still be entitled to their Individual PAGA Payments, even if they opt-out of the class portion of the Settlement.
- d. Validity and Effect.** Any Class Member who returns a timely and valid request to opt-out will not participate in or be bound by the Settlement and Judgment and will not receive an Individual Settlement Share. A Class Member who does not submit a timely and valid request to opt-out will be included in the Settlement, will be mailed an Individual Settlement Share, and will be bound by all terms and conditions of the Settlement, if the Settlement is

approved by the Court, and by the Judgment, regardless of whether the Class Member has objected to the Settlement.

- e. **Report.** No later than ten (10) business days after the Response Deadline, the Settlement Administrator will provide the Parties with a complete and accurate accounting of the number of Notice Packets mailed to Class Members, the number of Notice Packets returned as undeliverable, the number of Notice Packets re-mailed to Class Members, the number of re-mailed Notice Packets returned as undeliverable, the number of Class Members who objected to the Settlement and copies of their submitted objections, the number of Class Members who submitted valid requests to opt-out, and the number of Class Members who submitted invalid requests to opt-out.
- f. **Defendants' Option to Terminate.** If ten percent (10%) or more of the Class Members exercise their right to exclude themselves from the Settlement, Defendants may, at their sole discretion, unilaterally withdraw from and terminate the Settlement Agreement no later than five (5) court days prior to the date of the Final Approval Hearing. In the event of Defendants' withdrawal, no Party may use the fact that the Parties agreed to the Settlement for any reason. If Defendants exercises its right to withdraw from the Settlement under this provision, Defendants will be responsible for paying all Administration Costs incurred up to the point of Defendants' exercising its right to withdraw under this provision.

**5. No Solicitation of Objection or Requests to Opt-Out.** Neither the Parties nor their respective counsel will solicit directly or indirectly any Class Member to object to the Settlement, request to opt-out from the Settlement, or file an appeal from the Judgment.

**6. Motion for Final Approval.**

- a. Class Counsel will file motions and memoranda in support thereof for Final Approval of the Settlement and the following payments in accord with the terms of the Settlement: the (1) Attorney Fee Award; (2) Cost Award; (3) Administration Costs; (4) Class Representative Enhancement Payments; and (5) PAGA Payments. Class Counsel will also move the Court for an order of Final Approval (and associated entry of Judgment) releasing and barring any Released Claims of the Participating Class Members and the PAGA Released Claims of the Eligible Aggrieved Employees. Class Counsel's motion for Final Approval of the Settlement, including Final Approval of the (1) Attorney Fee Award, (2) Cost

Award, (3) Administration Costs, (4) Class Representative Enhancement Payments, and (5) PAGA Payments, shall be filed at least sixteen (16) court days before the Final Approval Hearing. Class Counsel shall provide Defense Counsel with draft Final Approval motion papers at least seven (7) days before the filing of the Final Approval motion.

- b. If the Court denies Final Approval of the Settlement with prejudice, or if the Court's Final Approval of the Settlement is reversed or materially modified on appellate review, then this Settlement will become null and void. If that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Defendants to pay the Gross Settlement Amount or any amounts that otherwise would have been owed under this Agreement. Further, should this occur, the Parties agree they shall be equally responsible for the Settlement Administrator's Administration Costs through that date. An award by the Court of a lesser amount than sought by Plaintiffs and Class Counsel for the Class Representative Enhancement Payments, Attorney Fee Award, and/or Cost Award will not constitute a material modification to the Settlement within the meaning of this paragraph.
  - c. Upon Final Approval of the Settlement, the Parties shall present to the Court a proposed Final Approval Order, approving the Settlement and entering Judgment in accordance therewith. After entry of Judgment, the Court shall have continuing jurisdiction over the Action for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters; and (3) addressing such additional matters as may be appropriate under Court rules and applicable law. The Final Approval Order and Judgment will be posted on the Settlement Administrator's website. Class Counsel shall provide Defense Counsel with a draft Final Approval Order at least seven (7) days before the filing of the proposed Final Approval Order.
7. **Vacating, Reversing, or Modifying Judgment on Appeal.** If, after a notice of appeal, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then this Settlement will become null and void and the Parties will have no further obligations under it.
8. **Disbursement of Settlement Shares and Payments.** Subject to the Court finally approving the Settlement, the Settlement Administrator shall distribute funds pursuant to the terms of this Agreement and the Court's

Final Approval Order and Judgment. The maximum amount Defendants can be required to pay pursuant to this Settlement for any purpose is the Gross Settlement Amount plus Defendants' portion of payroll taxes as the Class Members' current or former employer. The Settlement Administrator shall keep Counsel for Defendants and Class Counsel apprised of all distributions from the Gross Settlement Amount. The Settlement Administrator shall respond to questions from Counsel for Defendants and Class Counsel. No person shall have any claim against Defendants, Counsel for Defendants, Plaintiffs, Class Counsel, or the Settlement Administrator based on the distributions and payments made in accordance with this Agreement.

a. **Funding the Settlement:** No later than fourteen (14) calendar days after Effective Final Settlement Date, Defendants shall deposit the GSA of \$1,500,000 to the Settlement Administrator.

b. **Disbursement:**

1. Within ten (10) business days after the Settlement Administrator receives the entire Gross Settlement Amount, the Settlement Administrator shall calculate and disburse all payments due under the Settlement Agreement, including all Individual Settlement Shares, Individual PAGA Payments, the Attorney Fee Award, the Cost Award, the Class Representative Enhancement Payments, the PAGA Payment, and the Administration Costs.
2. The Settlement Administrator will forward a check for seventy-five percent (75%) of the PAGA Payment to the LWDA for settlement of the PAGA claim. After such payment, Defendants shall have no liability for PAGA claims by or on behalf of Eligible Aggrieved Employees during the PAGA Period, which are released under this Agreement.
3. The Settlement Administrator will not pay the Attorney Fee Award, Cost Award, and Class Representative Enhancement Payments until after the Settlement Administrator has distributed the Individual Settlement Shares and Individual PAGA Payments to the Class Members and Eligible Aggrieved Employees.
4. Before the Settlement Administrator mails the Individual Settlement Shares and Individual PAGA Payments to the Participating Class Members and Eligible Aggrieved Employees, the Settlement Administrator shall update the Participating Class Members' and Eligible Aggrieved

Employees' addresses using the National Change of Address Database. The Settlement Administrator will mail Individual Settlement Shares and Individual PAGA Payments to all Participating Class Members and Eligible Aggrieved Employees, including those for whom Notice Packets were return as undeliverable. With respect to returned checks directed to Participating Class Members and Eligible Aggrieved Employees whose Notice Packets were returned as undeliverable and for whom no new addresses are ascertained, the Settlement Administrator shall take no further steps. The Settlement Administrator shall remail all other returned checks to any forwarding address provided by the U.S.P.S. or, if no forwarding address is provided by the U.S.P.S., shall perform a skip trace and take other reasonable steps to attempt to find a current address for the Class Member and shall mail the returned check to the Class Member's ascertained current address. The Settlement Administrator shall remail checks to ascertained current addresses within seven (7) business days of the return of the check.

- c. **OSF:** The Parties agree that the QSF is intended to be a "Qualified Settlement Fund" under Section 468B of the Code and Treasury Regulations § 1.4168B-1, 26 C.F.R. § 1.468B-1 *et seq.*, and will be administered by the Settlement Administrator as such. The Parties and Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.

- 9. **Uncashed Checks.** Participating Class Members and Eligible Aggrieved Employees must cash or deposit their Individual Settlement Share and Individual PAGA Payment checks within one hundred eighty (180) calendar days after the checks are mailed to them. The void date of each Individual Settlement Share and Individual PAGA Payment check shall be stated on each check. If any checks are returned as undeliverable and without a forwarding address, the Settlement Administrator will conduct a skip trace search to find the most up-to-date mailing address and re-mail the checks promptly. If any checks are not redeemed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next ninety (90) calendar days, it will expire and become non-negotiable, and offering to replace the check if it was lost or misplaced. If any checks remain uncashed or not deposited by the expiration of the 90-day period after mailing the reminder postcards, the Settlement

Administrator will, within two hundred (200) calendar days after the checks are mailed, pay the amount of the Individual Settlement Share or Individual PAGA Payment (as applicable) to the California State Controller's Office in accordance with California Unclaimed Property Law so that the Participating Class Member and/or Eligible Aggrieved Employee will have his or her Individual Settlement Share and/or Individual PAGA Payment available to him or her per the applicable claim procedure to request that money from the State of California.

**10. Final Report by Settlement Administrator.** Within three hundred sixty-five (365) calendar days after the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements of all funds. Class Counsel shall file the Settlement Administrator's declaration with the Court within ten (10) calendar days of receipt.

**11. Defendants' Legal Fees.** Defendants are responsible for Defendants' own legal fees, costs, and expenses incurred in this Action outside of the Gross Settlement Amount.

- I. Release of Claims.** As of the Effective Final Settlement Date, in exchange for the consideration set forth in this Agreement, Plaintiffs and the Participating Class Members release the Released Parties from the Released Claims for the Class Period.
- J. Injunction Against Duplicative Claims.** Upon Preliminary Approval of this Settlement, all Participating Class Members who do not submit a valid and timely request to exclude themselves from this Settlement shall be enjoined from filing, joining or becoming a party, member or representative in any actions, claims, complaints, or proceedings in any state or federal court on an individual, representative, collective or class action basis, or with the California Department of Industrial Relations' Division of Labor Standards Enforcement ("DLSE") or the United States Department of Labor ("DOL"), or from initiating any other proceedings regarding any of the Released Claims defined herein. Any related pending actions, claims, complaints, or proceedings in any state or federal court or with the DLSE or DOL, shall be stayed until the Class Members have had an opportunity to decide to participate, object or submit an Opt-Out Form in relation to this Settlement. In addition, upon Preliminary Approval of this Settlement, all Eligible Aggrieved Employees shall be enjoined from filing, joining, or becoming a party, member or representative in any actions, claims, complaints, or proceedings in any state or federal court on an individual, representative, collective or class action basis, or with the DLSE or DOL, or from initiating any other proceedings to the extent such actions, claims, complaints, or proceedings are based on the PAGA Released Claims released via this Settlement.



**K. PAGA Release.** As of the Effective Final Settlement Date, the LWDA and each Eligible Aggrieved Employee, including Plaintiffs, individually and on behalf of their heirs, executors, administrators, representatives, attorneys, successors and assigns hereby voluntarily and knowingly are barred from bringing any action for the PAGA Released Claims during the PAGA Period. The release of the PAGA Released Claims is effective, regardless of whether the Eligible Aggrieved Employee submits a timely and valid request to opt-out.

**L. Plaintiffs' Release of Claims and General Release.** As of the Effective Final Settlement Date, and in exchange for the Class Representative Enhancement Payments to Plaintiffs in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00), in recognition of their work and efforts in obtaining the benefits for the Class, and undertaking the risk for the payment of costs in the event this matter had not successfully resolved, Plaintiffs hereby each provide a general release of claims for himself and his spouse, heirs, successors, and assigns, and forever releases, remises, and discharges the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature whatsoever, arising from the beginning of time through the date of the Court grants Final Approval, known or unknown, suspected or unsuspected, whether in tort, contract, equity, or otherwise, for violation of any federal, state or local statute, rule, ordinance or regulation, employment and/or the termination of employment including, but not limited to, any claims for wages, bonuses, severance pay, vacation pay, penalties, employment benefits, stock options, violation of any personnel policy, any claims based on discrimination, harassment, unlawful retaliation, violation of public policy, or damages of any kind whatsoever, arising out of any common law torts, contracts, express or implied, any covenant of good faith and fair dealing, any theory of wrongful discharge, any theory of negligence, any theory of retaliation, any legal restriction on any Defendants' right to terminate the employment relationship, or any federal, state, or other governmental statute, executive order, regulation or ordinance, or common law, or any other basis whatsoever, to the fullest extent provided by law. Plaintiffs' general release of claims also includes a waiver of California Civil Code section 1542, which provides as follows:

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

**M. Miscellaneous Terms**

**1. No Admission of Liability.** Defendants make no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendants reserve the right to contest any issues relating to class

certification and liability if the Settlement is not approved. Defendants deny they engaged in any unlawful activity, failed to comply with the law in any respect, or have any liability to anyone under the claims asserted in the Action. Defendants contend that, but for the Settlement, a Class should not be certified in the Action and the Action should not proceed on a collective, Class, representative or PAGA basis. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants of liability or wrongdoing. This Settlement and Plaintiffs' and Defendants' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation, administrative proceeding, or other special proceeding (other than solely in connection with this Settlement).

- 2. No Effect on Employee Benefits.** The Class Representative Enhancement Payments, Individual Settlement Shares, and/or Individual PAGA Payments paid to Plaintiffs, Participating Class Members, and/or the Eligible Aggrieved Employees shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacation, holiday pay, retirement plans, etc.) of Plaintiffs, Participating Class Members, or Eligible Aggrieved Employees. The Parties agree that any Class Representative Enhancement Payment, Individual Settlement Shares, and/or Individual PAGA Payments paid to Plaintiffs, Participating Class Members, and/or Eligible Aggrieved Employees under the terms of this Agreement do not represent any modification of Plaintiffs', Participating Class Members', or Eligible Aggrieved Employees' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendants.
- 3. Publicity.** Plaintiffs and Class Counsel agree that they have not and will not publish the Settlement Agreement. In response to any inquiries, Plaintiffs will state that "the case was resolved and it was resolved confidentially." Class Counsel shall not report the Settlement Agreement in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiffs or the Class Members or the Settlement Agreement on its website, and shall not contact any reporters or media regarding the Settlement Agreement, or communicate with any reporters or media regarding the claims of Plaintiffs or the Class Members or the Settlement Agreement. Despite this provision, Class Counsel can discuss the Settlement Agreement with Plaintiffs and the Class Members, in any filings with the Court, or the LWDA which are necessary to effectuate the Settlement, and Class Counsel may disclose the names of parties in this action and the venue/case number of this action for purposes of proving adequacy. Plaintiffs' non-publication of the settlement, except as necessary to effectuate the approval of same, is a material inducement for Defendants'

entering into this Agreement. The Parties and their respective counsel agree that, in the event of a proven breach by a Plaintiff of this non-publication provision, that Plaintiff shall be responsible to pay Defendants the gross sum of \$1,000 as liquidated damages for each proven breach..

- 4. Non-Disparagement.** Plaintiffs each agree they shall not make, directly or indirectly, to any person or entity, including but not limited to the Defendants' present, future, and/or former employees and/or clients, and/or the press, any negative, derogatory or disparaging oral, written and/or electronic statements about the Defendants, their products and services, or their employment with and/or separation from employment with the Defendants, or do anything which damages the Defendants' or any of its and/or their products and services, reputation, good will, financial status, or business or client relationships. Plaintiffs further agree not to post any such statements on the internet or any blog or social networking site, including but not limited to Facebook, Glassdoor, LinkedIn, or any other internet site or platform. Plaintiffs' non-disparagement of the Defendants is a materially inducement for Defendants' entering into this Agreement. The Parties and their respective counsel agree that, in the event of a proven breach by a Plaintiff of this non-publication provision, that Plaintiff shall be responsible to pay Defendants the gross sum of \$1,000 as liquidated damages for each proven breach.
- 5. Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Agreement or its exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
- 6. Authorization to Enter Into Settlement Agreement.** Class Counsel and Counsel for Defendants warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court, and in all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.

- 7. Exhibits and Headings.** The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.
- 8. Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval Hearing to be conducted by the Court. The Parties agree to toll all statutes of limitations applicable to Plaintiffs' claims alleged in the *Ortega* Action, and that in the event the settlement is not approved, Plaintiff will dismiss the class claims from the *DelCorso* Action and refile them in the United States District Court of California for the Central District.
- 9. Amendment or Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest and if approved by the Court.
- 10. Agreement Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.
- 11. No Prior Assignment.** Plaintiffs hereby represents, covenants, and warrants that he has not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.
- 12. Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
- 13. Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arm's-length negotiations, taking into account all relevant factors, current and potential.
- 14. No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement.

The Parties agree that, in the event that any taxing body determines that additional taxes are due from any recipient of a disbursement under this agreement, such recipient assumes all responsibility for the payment of such taxes.

**15. Jurisdiction of the Superior Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Superior Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith.

**16. Invalidity of Any Provision; Severability.** Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

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

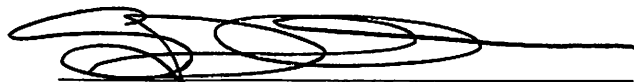
**18. Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile or PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

#### IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: 8/17/, 2022

**PLAINTIFF STEVEN DELCORSO**



Steven DelCorso

Dated: 9/17/22, 2022

**PLAINTIFF RAUL "RUDY" ORTEGA**

  
Raul "Rudy" Ortega

Dated: \_\_\_\_\_, 2022

**PLAINTIFF CLEMENTE SANDOVAL**

\_\_\_\_\_  
Clemente Sandoval

Dated: \_\_\_\_\_, 2022

**DEFENDANTS ITS TECHNOLOGIES &  
LOGISTICS, LLC, CONGLOBAL  
INDUSTRIES, LLC, AND CONGLOBAL  
TRANSPORT, LLC**

\_\_\_\_\_  
Representative and Authorized Signatory for ITS  
Technologies & Logistics, LLC, Conglobal  
Industries, LLC, and Conglobal Transport, LLC  
**JUSTICE LAW CORPORATION**

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
Douglas Han, Esq.  
Shunt Tatavos-Gharajeh, Esq.  
Chancellor Nobles, Esq.  
*Attorneys for* Plaintiffs Steven DelCorso, Raul  
"Rudy" Ortega, and Clemente Sandoval

Dated: \_\_\_\_\_, 2022

**LITTLER MENDELSON, P.C.**

\_\_\_\_\_  
Sarah Ross, Esq.  
Kara Cole, Esq.  
*Attorneys for* Defendants ITS Technologies &  
Logistics, LLC, Conglobal Industries, LLC, and  
Conglobal Transport, LLC

Dated: \_\_\_\_\_, 2022

**PLAINTIFF RAUL "RUDY" ORTEGA**

\_\_\_\_\_  
Raul "Rudy" Ortega

Dated: 9/5/, 2022

**PLAINTIFF CLEMENTE SANDOVAL**

  
\_\_\_\_\_  
Clemente Sandoval

Dated: \_\_\_\_\_, 2022

**DEFENDANTS ITS TECHNOLOGIES &  
LOGISTICS, LLC, CONGLOBAL  
INDUSTRIES, LLC, AND CONGLOBAL  
TRANSPORT, LLC**

\_\_\_\_\_  
Representative and Authorized Signatory for ITS  
Technologies & Logistics, LLC, Conglobal  
Industries, LLC, and Conglobal Transport, LLC  
**JUSTICE LAW CORPORATION**

Dated: 9/22/, 2022

  
\_\_\_\_\_

Douglas Han, Esq.  
Shunt Tatavos-Gharajeh, Esq.  
Chancellor Nobles, Esq.  
*Attorneys for Plaintiffs* Steven DelCorso, Raul  
"Rudy" Ortega, and Clemente Sandoval

Dated: \_\_\_\_\_, 2022

**LITTLER MENDELSON, P.C.**

\_\_\_\_\_  
Sarah Ross, Esq.  
Kara Cole, Esq.  
*Attorneys for Defendants* ITS Technologies &  
Logistics, LLC, Conglobal Industries, LLC, and  
Conglobal Transport, LLC

Dated: \_\_\_\_\_, 2022

**PLAINTIFF RAUL "RUDY" ORTEGA**

\_\_\_\_\_  
Raul "Rudy" Ortega

Dated: \_\_\_\_\_, 2022

**PLAINTIFF CLEMENTE SANDOVAL**

\_\_\_\_\_  
Clemente Sandoval

Dated: 8/23, 2022

**DEFENDANTS ITS TECHNOLOGIES &  
LOGISTICS, LLC, CONGLOBAL  
INDUSTRIES, LLC, AND CONGLOBAL  
TRANSPORT, LLC**



\_\_\_\_\_  
Representative and Authorized Signatory for ITS  
Technologies & Logistics, LLC, Conglobal  
Industries, LLC, and Conglobal Transport, LLC  
**JUSTICE LAW CORPORATION**

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
Douglas Han, Esq.  
Shunt Tatavos-Gharajeh, Esq.  
Chancellor Nobles, Esq.  
*Attorneys for* Plaintiffs Steven DelCorso, Raul  
"Rudy" Ortega, and Clemente Sandoval

Dated: August 24, 2022

**LITTLER MENDELSON, P.C.**



\_\_\_\_\_  
Sarah Ross, Esq.  
Kara Cole, Esq.  
*Attorneys for* Defendants ITS Technologies &  
Logistics, LLC, Conglobal Industries, LLC, and  
Conglobal Transport, LLC



# **EXHIBIT A**

## **NOTICE OF CLASS ACTION AND PAGA SETTLEMENT**

*A court authorized this notice. This is not a solicitation.  
This is not a lawsuit against you, and you are not being sued.  
However, your legal rights are affected by whether you act or don't act.*

**TO: All individuals who have previously been or currently are employed by ITS Technologies & Logistics, LLC, Conglobal Industries, LLC, and/or Conglobal Transport, LLC as an hourly paid and/or non-exempt employee within the State of California at any time from August 16, 2016 to July 29, 2022.**

The California Superior Court, County of San Bernardino has granted preliminary approval to a proposed settlement (“Settlement”) of the above-captioned class/collective action (the “Class Action”). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement (“Notice”) carefully.

The Court has certified the following class for settlement purposes (“Class” or “Class Members”):

All individuals who have previously been or currently are employed by ITS Technologies & Logistics, LLC, Conglobal Industries, LLC, and/or Conglobal Transport, LLC as an hourly paid and/or non-exempt employee within the State of California during the Class Period from August 16, 2016 to July 29, 2022.

The purpose of this Notice is to provide a brief description of the claims alleged in the Class Action, the key terms of the Settlement, and your rights and obligations with respect to the Settlement.

**YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS AND OBLIGATIONS.**

### **WHAT INFORMATION IS IN THIS NOTICE**

1. Why Have I Received This Notice?.....	Page 2
2. What Is This Case About? .....	Page 2
3. How Does This Class Action Settlement Work?.....	Page 3
4. Who Are the Attorneys Representing the Parties? .....	Page 3
5. What Are My Options?.....	Page 4
6. How Do I Opt-Out or Exclude Myself From This Settlement?.....	Page 5
7. How Do I Object to the Settlement? .....	Page 5
8. How Does This Settlement Affect My Rights? What are the Released Claims? .....	Page 6
9. How Much Can I Expect to Receive From This Settlement?.....	Page 7
10. What is the PAGA Payment and Am I Eligible for it?.....	Page 9
11. Final Approval Hearing.....	Page 10

## **1. *Why Have I Received This Notice?***

The records of ITS Technologies & Logistics, LLC, Conglobal Industries, LLC, and/or Conglobal Transport, LLC (“Defendants”) indicate that you are a Class Member. The Settlement will resolve all Class Members’ Released Claims, as described below, from the time period from August 16, 2016 to July 29, 2022 (the “Class Period”).

A Preliminary Approval Hearing was held on [the date of Preliminary Approval], in the Superior Court of California, County of San Bernardino, at which time Judge David Cohn preliminarily approved this Settlement.

The Court will hold a Final Approval Hearing concerning the proposed settlement on [the date of final approval hearing], at [time a.m./p.m.], before Hon. David Cohn, located at San Bernardino Justice Center, 247 West Third Street, San Bernardino, CA 92415-0210, Department S-26.

## **2. *What Is This Case About?***

On February 11, 2021, Raul “Rudy” Ortega and Clemente Sandoval filed a wage-and-hour class action lawsuit against Defendants in the Superior Court of California, County of San Bernardino, Case Number CIVSB2103300, alleging violations of: (1) Labor Code sections 510 and 1198 (unpaid overtime); (2) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) Labor Code sections 226.7 (unpaid rest period premiums); (4) Labor Code sections 1194 and 1197 (unpaid minimum wages); (5) Labor Code sections 201 and 202 (final wages not timely paid); (6) Labor Code section 226(a) (noncompliant wage statements); (7) Labor Code sections 2800 and 2802 (unreimbursed business expenses); and (8) Business & Professions Code sections 17200, *et seq.*

On September 30, 2021, Steven DelCorso filed a representative action lawsuit against Defendants in the Superior Court of California, County of San Bernardino, Case Number CIVSB2128129, alleging violations of the California Private Attorneys General Act of 2004 (“PAGA”).

Plaintiffs DelCorso, Ortega, Sandoval, and Defendants attended mediation on the matter on April 29, 2022. With the assistance of mediator David Phillips, Esq., the Parties were able to reach a settlement. On [the date of Preliminary Approval], Plaintiff DelCorso filed a consolidated first amended complaint for purposes of settlement approval, only, adding Plaintiffs Ortega and Sandoval and the allegations in their original Complaint.

The Court has not made any determination as to whether the claims advanced by Plaintiffs have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Defendants; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all Parties avoid the risks and cost of a trial.

Defendants expressly deny Plaintiffs’ allegations, and continue to deny they did anything wrong or that they violated the law and further deny any liability whatsoever to Plaintiffs or to the Class.

## **4. *How Does This Class Action Settlement Work?***

In this Class Action, Plaintiffs sued on behalf of themselves and all other similarly situated employees who worked at ITS Technologies & Logistics, LLC, Conglobal Industries, LLC, and/or Conglobal Transport, LLC as hourly paid and/or non-exempt employees in California at any time during the Class Period. Plaintiffs and these

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Questions? Call the Settlement Administrator toll free at [phone number]

other current and former employees comprise a “Class” and are “Class Members.” The settlement of this Class Action resolves the Released Claims of all Class Members, except for those who exclude themselves from the Class by opting-out of the Settlement in the manner set forth in Section No. 7 below. The Settlement of this Class Action also resolves the PAGA Released Claim as it pertains to the Eligible Aggrieved Employees.

Plaintiffs and Class Counsel believe the Settlement is fair and reasonable. The Court must also review the terms of the Settlement and determine if it is fair and reasonable to the Class. The Court file has the Settlement documents, which explain the Settlement in greater detail. You can also request a copy of the full Settlement Agreement from the Settlement Administrator at the address and phone number provided below in Section No. 7.

**5. Who Are the Attorneys Representing the Parties?**

Attorneys for Plaintiffs and the Class	Attorneys for Defendants
<p style="text-align: center;"><b>JUSTICE LAW CORPORATION</b>            Douglas Han            Shunt Tatavos-Gharajeh            Chancellor Nobles            751 N. Fair Oaks Avenue, Suite 101            Pasadena, California 91103            Telephone: (818) 230-7502            Facsimile: (818) 230-7259</p>	<p style="text-align: center;"><b>LITTLER MENDELSON, P.C.</b>            Sarah E. Ross            Kara Adelle Ritter Cole            2049 Century Park East, 5<sup>th</sup> Floor            Los Angeles, California 90067.3107            Telephone: (310) 553-0308            Facsimile: (310) 553-5583</p>

**6. What Are My Options?**

The purpose of this Notice is to inform you of the proposed Settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

***Important Note: Defendants will not retaliate against you in any way for either participating or not participating in this Settlement.***

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this lawsuit and will receive your full Individual Settlement Share based on the total number of workweeks you worked as an hourly paid and/or non-exempt employee in California during the Class Period. You will release all the Released Claims, as defined in Section No. 9 below, and you will give up your right to pursue the Released Claims, as defined in Section No. 9 below. If you are also an Eligible Aggrieved Employee, you will also receive an Individual PAGA Payment based on the total number of pay periods you were employed during the PAGA Period, and you will release the PAGA Released Claims, as defined in Section No. 9 below.
- **OPT-OUT OF THE SETTLEMENT:**

If you do not want to participate as a Class Member, you may “opt-out,” which will remove you from the Class and this Class Action Settlement. If you timely “opt-out,” and the Court grants final approval of the Settlement, you will not receive an Individual Settlement Share and you will not give up the right to sue the Released Parties, including Defendants, for any the Released Claims as defined in Section No. 9 below. However, if you are also an Eligible Aggrieved Employee, even if you timely and validly opt-out of the Settlement, you will still receive your Individual PAGA Payment and will still release the PAGA Released Claims, defined in Section No. 9 below

- **OBJECT:** If you do not believe the Settlement is fair, you can object and ask the Court to deny approval of the Settlement. If the Court grants approval over your objection, you will remain a Class Member, will release the Released Claims for the Class Period, and you will still receive an Individual Settlement Share as described above. You may mail a legal objection to the proposed Settlement to the Settlement Administrator, or appear at the Final Approval Hearing and communicate your legal objection to the Court. If you would like to object, you may not opt-out of this Settlement.

The procedures for opting out and objecting are set forth below in the sections entitled “How Do I Opt-Out or Exclude Myself From This Settlement” and “How Do I Object To The Settlement?”

#### **7. *How Do I Opt-Out of This Settlement?***

If you do not wish to participate in the Settlement, you may opt-out of the Settlement by sending a timely opt-out form. An Opt-Out Form has been provided to you along with this Notice, which can be used for this purpose; alternatively, you can submit your own written document that includes this same information. If you opt-out of the Settlement, you will not be releasing the Released Claims, set forth in Section No. 9. The Opt-Out Form must be signed, dated, and mailed by First Class U.S. Mail, **postmarked no later than [REDACTED], 2022** to: **CPT GROUP, INC. C/O ITS Technologies & Logistics, LLC, et al. Settlement, [INSERT ADDRESS]**. You cannot opt-out by phone.

If you received a re-mailed Notice Packet, whether by skip-trace or forwarded mail, your Response Deadline to postmark an Opt-Out Form will be extended by ten (10) calendar days from the original Response Deadline. The envelope should indicate whether the Notice Packet has been forwarded or re-mailed. We encourage you to keep copies of all documents, including the envelope, in the event the deadline is challenged.

The Court will exclude any Class Member who submits a complete and timely Opt-Out Form as described in the paragraph above. The Opt-Out Form should: (a) include the Class Member’s name, address, and last four digits of the social security number; (b) be addressed to the Settlement Administrator; (c) be signed by the Class Member; and (d) be submitted or postmarked no later than the Response Deadline. A request to opt-out will be deemed valid as long as it is submitted or postmarked to the Settlement Administrator by the Response Deadline and provides sufficient information to allow the Settlement Administrator to ascertain the Class Member’s identity and to ascertain that the Class Member wants to opt out of the Settlement. Any Class Member who fails to submit a valid and timely Opt-Out Form on or before the above-specified deadline shall be bound by all terms of the Settlement, release, and any Judgment entered in the Action if the Settlement receives final approval from the Court.

If you are a Class Member who is also an Eligible Aggrieved Employee, and you timely and validly opt-out of the Settlement in the manner described above, you will still be entitled to your Individual PAGA Payment and will still release the PAGA Released Claims, defined in Section No. 9 below.

#### **8. *How Do I Object To The Settlement?***

If you are a Class Member who does not opt-out of the Settlement, you may object to the Settlement, personally or through an attorney, by mailing it to the Settlement Administrator by First Class U.S. Mail, **postmarked no later than [REDACTED], 2022** to: **CPT GROUP C/O ITS Technologies & Logistics, LLC et al. Settlement [INSERT ADDRESS]**. Objections must: (a) state the objecting Class Member's full name, address, and telephone number; (b) include the words "Notice of Objection" or "Formal Objection;" and (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection. However, an objection will be deemed valid as long as it is submitted or postmarked to the Settlement Administrator by the Response Deadline and provides sufficient information to allow the Settlement Administrator to ascertain the Class Member's identity and to ascertain that the Class Member objects to the Settlement or to some term(s) of the Settlement.

Class Members may appear at the Final Approval Hearing, either in person or through the objector's own counsel and orally object to the Settlement. Class Members' timely and valid objections to the Settlement will still be considered even if the objector does not appear at the Final Approval Hearing. Any attorney who will represent an individual objecting to this Settlement must file a notice of appearance with the Court and serve Class Counsel and Defense Counsel no later than fifteen (15) calendar days before the Final Approval hearing.

Class Members who fail to object in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

If you received a re-mailed Notice Packet, whether by skip-trace or forwarded mail, your Response Deadline to postmark an objection to the Settlement will be extended by ten (10) calendar days from the original Response Deadline. The envelope should indicate whether the Notice Packet has been forwarded or re-mailed. We encourage you to keep copies of all documents, including the envelope, in the event the deadline is challenged.

If the Court rejects the notice of objection, the Class Member will receive an Individual Settlement Share and will be bound by the terms of the Settlement.

#### **9. *How Does This Settlement Affect My Rights? What are the Released Claims?***

If the proposed Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt-out of the Settlement will be bound by the Court's Final Judgment and will fully release and discharge ITS Technologies & Logistics, LLC, Conglobal Industries, LLC, and Conglobal Transport, LLC, and any and all of their past, present and future direct or indirect parents, sister or related entities, acquired companies, subsidiaries, predecessors, successors and affiliates as well as each of its or their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, heirs, representatives, accountants, auditors, consultants, and any individual or entity which could be jointly liable with with ITS Technologies & Logistics, LLC, Conglobal Industries, LLC, and/or Conglobal Transport, LLC ("Released Parties").



## A. Released Claims.

Upon Defendants' fulfillment of their payment obligations under the Settlement Agreement (the "Effective Final Settlement Date"), the claims that Plaintiffs and the other Participating Class Members are releasing in exchange for the consideration provided for by this Agreement are: all claims alleged or could have been alleged based on the facts alleged in the operative complaint, which arose during the Class Period, specifically including the following claims: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums), including any claims regarding failure to pay premium pay and/or to pay premium pay at the correct rate of pay; (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums), including any claims regarding failure to pay premium pay and/or to pay premium pay at the correct rate of pay; (4) Violation of California Labor Code §§ 1194 and 1197 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements), including any alleged failure to provide complete and/or accurate wage statements; (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); (8) Violation of California Business and Professions Code § 17200, *et seq.*, including all claims for injunctive relief, declaratory relief, restitution, unfair business practices alleged or which could have been alleged in connection with any other claims; and (9) Violation of Labor Code § 2698, *et seq.* (Private Attorneys General Act of 2004 (PAGA)), including those claims set forth in DeCorso's Letter to the Labor & Workforce Development Agency for alleged violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 246, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the IWC Wage Orders generally, including but not limited to overtime pay, minimum wage, regular wages and/or sick pay whether contractual or statutory, as well as any and all other claims under California common law, the California Labor Code including but not limited to the Private Attorneys General Act, California Industrial Welfare Commission Wage Orders, and the California Business and Professions Code alleged in or that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Actions, also including any claims for penalties (statutory, civil or otherwise), attorneys' fees, costs, interest, penalties, or premiums in connection with the claims in this Paragraph. All federal claims shall likewise be released, and shall be barred by the settlement by virtue of *res judicata*, in accordance with *Rangel v. PLS Check Cashers of Cal., Inc.* 889 F.3d 1106 (9<sup>th</sup> Cir. 2018) ("Released Claims"). The Released Claims do not include claims that, as a matter of law, cannot be released and does not include claims for retaliation, discrimination, wrongful termination, and individual claims for the recovery of workers' compensation benefits.

## B. PAGA Released Claims.

Upon Defendants' fulfillment of their payment obligations under the Settlement Agreement (the "Effective Final Settlement Date"), the LWDA and any other representative, proxy, or agent thereof, including, but not limited to, any and all Eligible Aggrieved Employees during the PAGA Period, will be precluded from pursuing any and all claims for civil penalties pursuant to PAGA asserted in the Action or in the PAGA Notice against the Released Parties, including for alleged violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 246, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and the Industrial Welfare Commission ("IWC") Wage Orders. The period of the PAGA Released Claims shall extend to the limits of the PAGA Period ("PAGA Released Claims"). PAGA Released Claims do not include claims that, as a matter of law, cannot be released and does not include claims for retaliation, discrimination, wrongful termination, and individual claims for the recovery of workers' compensation benefits.

### 10. *How Much Can I Expect to Receive From This Settlement?*

The total maximum amount that Defendants could be required to pay under the Agreement shall be up to but no more than \$1,500,000 (“Gross Settlement Amount” or “GSA”).

The “Net Settlement Amount” or “NSA” means the portion of the Gross Settlement Amount available for distribution to Class Members after the deduction of (1) the Class Representative Enhancement Payments to Plaintiffs Steven DelCorso, Raul “Rudy” Ortega and Clemente Sandoval in an amount up to \$10,000 (each) for the prosecution of the Class Action, risks undertaken for the payment of attorneys’ fees and costs, and a general release of all claims; (2) the Administration Costs to the Settlement Administrator in the amount not to exceed \$20,000; (3) the PAGA Payment of \$75,000, seventy-five percent (75%) of which (\$56,250) shall be paid to the LWDA, and twenty-five percent (25%) of which (\$18,750) shall be distributed to Eligible Aggrieved Employees, on a pro rata basis; (4) the Attorney Fee Award to Class Counsel in an amount not to exceed \$500,000 (one-third of the Gross Settlement Amount); and (5) payment to Class Counsel of Cost Award in an amount not to exceed \$25,000 for litigation costs. All these payments are subject to court approval.

After deducting the above-referenced items, the remaining Net Settlement Amount, will be proportionately distributed among all Class Members who have not opted out. The Settlement Administrator will pay each Participating Class Member according to his or her proportional share of the Net Settlement Amount, which will be equal to: (i) the number of weeks the Participating Class Member worked during the Class Period, based on the Class Data provided by Defendants, (ii) divided by the total number of weeks worked by any and all Participating Class Members collectively during the Class Period, based on the same Class Data, (iii) which is then multiplied by the Net Settlement Amount. One day worked in a given week will be credited as a week for purposes of this calculation. Therefore, the value of each Participating Class Member’s Individual Settlement Share ties directly to the number of weeks the Participating Class Member worked during the Class Period. One day worked in a given week will be credited as a week for purposes of this calculation. Therefore, the value of each Participating Class Member’s Individual Settlement Share ties to the amount of weeks that he or she worked.

Although your exact share of the Net Settlement Amount cannot be precisely calculated until after the time during which individuals may object or opt-out from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$ [redacted], less taxes. This is based on Defendants’ records which show you worked [redacted] workweeks during the Class Period.

If you believe the number of eligible workweeks records are incorrect, you must provide documentation and/or an explanation to show contrary information to the Settlement Administrator at [address] on or before [the Response Deadline]. If you do not provide any documents supporting your dispute, the number of workweeks reported in Defendants’ records will be presumed correct, and your challenge will be rejected by the Settlement Administrator. Any evidence submitted will be reviewed and Class Counsel and Counsel for Defendants will make a final determination. Any dispute that cannot be resolved by Class Counsel and Counsel for Defendants may be brought before the Court before final approval of the Class Settlement.

Twenty percent (20%) of your Individual Settlement Share will be treated as unpaid wages, and eighty percent (80%) of your Individual Settlement Share will be treated as penalties and interest. The wages portion of your Individual Settlement Share will be subject to all tax withholdings customarily made from an employee’s wages and all other authorized and required withholdings and will be reported on an IRS Form W-2. All other amounts paid to you by the Settlement Administrator will be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees’ wages and shall be reported by applicable IRS Forms 1099. The Settlement Administrator will calculate, withhold, and pay to the appropriate taxing authorities the employee’s share of payroll tax and required income tax from the Participating Class Member’s Individual Settlement Share.

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Questions? Call the Settlement Administrator toll free at [phone number]



No later than fourteen (14) calendar days after the Effective Final Settlement Date, Defendants shall deposit the Gross Settlement Amount of One Million Five Hundred Thousand Dollars (\$1,500,000) to the Settlement Administrator. The Effective Final Settlement Date of the Settlement shall be means the date by which the Settlement is finally approved and the Court’s Final Approval Order becomes binding– *i.e.*, the date when there is no possibility of an appeal, writ, or further appeal that could potentially prevent the Settlement from becoming final and binding, which the Parties agree will be 61 calendar days after entry of an order granting final approval of the Settlement is served, provided there have been no appeals filed within that time.

Within ten (10) business days after the funding of the Settlement, the Settlement Administrator shall calculate and pay all payments due under the Settlement Agreement, including all Individual Settlement Shares, Individual PAGA Payments, the Attorney Fee Award, the Cost Award, the Class Representative Enhancement Payments, the PAGA Payment, and the Administration Costs.

It is strongly recommended that upon receipt of your Individual Settlement Share check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, cancel the checks, and pay the amounts of the Individual Settlement Shares or Individual PAGA Payments (as applicable) to the California Controller’s Unclaimed Property Fund in the names of the Participating Class Members and/or Eligible Aggrieved Employees.

If you are both a Participating Class Member and an Eligible Aggrieved Employee, you will receive both (a) an Individual Settlement Share, and (b) an Individual PAGA Payment based on your allocated portion of the PAGA Payment, described in greater detail in Section No. 11 below.

**11. What is the PAGA Payment and Am I Eligible for it?**

Under the terms of the Settlement, \$75,000 has been set aside as a PAGA Payment. This portion is the total amount of civil penalties collected on behalf of California. \$56,250 will be sent to California. Eligible Aggrieved Employees will share \$18,750 based on the number of pay periods they worked during the PAGA Period from July 6, 2020 to July 29, 2022.

You are an “aggrieved employee” eligible (“Eligible Aggrieved Employee”) to share the PAGA Payment under the settlement, if you are a current or former hourly-paid or non-exempt employee who worked for ITS Technologies & Logistics, LLC, Conglobal Industries, LLC, and/or Conglobal Transport, LLC in California from July 6, 2020 to July 29, 2022 (“PAGA Period”).

The Settlement Administrator will pay each Eligible Aggrieved Employee according to his or her proportional share of the portion of the PAGA Payment allocated to the Eligible Aggrieved Employees, which will be equal to: (i) the number of pay periods the Eligible Aggrieved Employee worked during the PAGA Period, based on the Class Data provided by Defendants, (ii) divided by the total number of pay periods worked by any and all Eligible Aggrieved Employees collectively during the PAGA Period, based on the same Class Data, (iii) which is then multiplied by the portion of the PAGA Payment allocated to the Eligible Aggrieved Employees. One day worked in a given pay period will be credited as a pay period for purposes of this calculation. Therefore, the value of each Eligible Aggrieved Employee’s Individual PAGA Payment ties directly to the number of pay periods the Eligible Aggrieved Employee worked during the PAGA Period.

It is strongly recommended that upon receipt of your check for your Individual PAGA Payment, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, cancel the checks, and pay the amounts of the checks to the California Controller's Unclaimed Property Fund in the names of the Eligible Aggrieved Employees.

Based on your total number of pay periods, your estimated Individual PAGA Payment is \$ [REDACTED]. One hundred percent (100%) of this payment will be considered penalties. As such, this payment will not be treated as wages, and the Settlement Administrator will issue you an IRS Form 1099 if your payment exceeds \$600. You are responsible for paying any federal, state or local taxes owed as a result of this payment.

You cannot opt-out from the PAGA portion of the settlement if the Court grants final approval.

If you are not an Eligible Aggrieved Employee, this Section does not apply to you.

### **13. Final Approval Hearing**

The Court will hold a Final Fairness Hearing concerning the proposed settlement on [the date of final approval hearing], at [time a.m./p.m.], before the Hon. David Cohn, located at San Bernardino Justice Center, 247 West Third Street, San Bernardino, CA 92415-0210, Department S-26. You are not required to appear at this hearing. If the Court moves the Final Fairness Hearing, the Settlement Administrator will mail you a postcard alerting you of the new hearing date.

**IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS**, you may contact the Settlement Administrator at the telephone number listed below, toll free. Please refer to the "ITS Technologies & Logistics, LLC et al. class action settlement."

This Notice does not contain all the terms of the proposed Settlement or all the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the San Bernardino County Superior Court at San Bernardino Justice Center, 247 West Third Street, San Bernardino, CA 92415-0210, between 8:30 a.m. and 4:30 p.m.

**PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.**

# **EXHIBIT B**

**OPT-OUT FORM**

Superior Court of the State of California, County of San Bernardino  
Steven DelCorso, et al. v. ITS Technologies & Logistics, LLC, et al.  
Case No. CIVSB2128129

**DO NOT SIGN OR SEND THIS DOCUMENT UNLESS YOU WISH TO OPT-OUT OF THE SETTLEMENT.**

**THIS DOCUMENT MUST BE POSTMARKED NO LATER THAN \_\_\_\_\_, 2022.**

PLEASE MAIL THIS OPT-OUT FORM VIA REGULAR U.S. MAIL TO:

**ITS TECHNOLOGIES & LOGISTICS, LLC SETTLEMENT ADMINISTRATOR, C/O CPT GROUP, INC. 50 Corporate Park, Irvine, CA 92606**

**IT IS MY DECISION NOT TO PARTICIPATE IN THE CLASS ACTION SETTLEMENT REFERRED TO ABOVE, AND NOT TO BE INCLUDED IN THE CLASS IN THAT ACTION. I UNDERSTAND THAT BY OPTING-OUT, I WILL NOT RECEIVE AN INDIVIDUAL SETTLEMENT SHARE. I FURTHER UNDERTSAND THAT BY OPTING-OUT, ANY INDIVIDUAL CLAIMS I MAY HAVE DURING THE CLASS PERIOD WILL NOT BE RELEASED.**

**If I am an Eligible Aggrieved Employee, however, and qualify for an Individual PAGA Payment from the PAGA Payment, I will still be mailed a check for that Individual PAGA Payment *regardless* whether I opt-out of the class portion of the Settlement, and I will still be releasing the PAGA Released Claims.**

I confirm that I have received and reviewed the Notice of Class Action and PAGA Settlement in this action. I have decided to opt-out from the class, and I have decided **not** to participate in the Settlement.

Dated: \_\_\_\_\_

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Last Four Digits of Social Security Number)*

\_\_\_\_\_  
*(Type or print name and former name(s))*

\_\_\_\_\_  
*(Telephone Number)*

\_\_\_\_\_  
*(Address)*

\_\_\_\_\_  
*(Address continued)*

# **EXHIBIT 4**



Justice Law Corporation <info@justicelawcorp.com>

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## Thank you for your Proposed Settlement Submission

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**DIR PAGA Unit** <lwdadonotreply@dir.ca.gov>  
To: info@justicelawcorp.com

Tue, Nov 22, 2022 at 3:18 PM

11/22/2022 03:17:48 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to [pagainfo@dir.ca.gov](mailto:pagainfo@dir.ca.gov).

DIR PAGA Unit on behalf of  
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private\\_Attorneys\\_General\\_Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)