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Attorneys for Plaintiffs, Anthony A. Pacheco, Josue Rodriguez, and Manuel Cabrera, as individuals and on behalf of all others similarly situated and aggrieved,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

ANTHONY A. PACHECO, JOSUE
RODRIGUEZ, and MANUEL CABRERA,
as individuals and on behalf of all others
similarly situated and aggrieved,

Plaintiffs,

v.

JCC LOGISTICS, INC., a California
corporation; CHRISTINA TESSARO aka
“Chrissy Tessaro”; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: BCV-21-102266-TSC

[Assigned to the Hon. Thomas S. Clark in
Department 17]

**DECLARATION OF JASMIN K. GILL
IN SUPPORT OF PLAINTIFFS’
MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AND PROVISIONAL
CLASS CERTIFICATION FOR
SETTLEMENT PURPOSES ONLY**

HEARING INFORMATION

DATE: December 2, 2024

TIME: 8:30 a.m.

DEPT: 17

DECLARATION OF JASMIN K. GILL

I, Jasmin K. Gill, say and declare as follows:

1. I am an attorney at law, duly licensed to practice before all the Courts of the State of California and I am a principal at J. Gill Law Group, P.C., and one of the attorneys of record for plaintiffs Anthony A. Pacheco ("Pacheco"), Josue Rodriguez ("Rodriguez"), and Manuel Cabrera ("Cabrera" and together with Pacheco and Rodriguez, "Plaintiffs"). As such, I am familiar with the file in this matter and if called as a witness I could and would competently testify to the following facts of my own personal knowledge.

2. I make this Declaration in support of Plaintiffs' Motion For Preliminary Approval of Class and Representative Action Settlement and Provisional Class Certification for Settlement Purposes Only. Attached hereto as **Exhibit "1"** is a true and correct copy of the Settlement Agreement fully executed by the Parties.

3. On July 9, 2021, Plaintiff Pacheco filed with the Labor and Workforce Development Agency ("LWDA") and served on defendants JCC Logistics Inc. ("JCC Logistics") and Chrisina Tessaro ("Tessaro" and collectively with JCC Logistics, "Defendants") a notice under Labor Code section 2699.3 ("PAGA Notice") stating Plaintiff Pacheco intended to serve as a proxy of the LWDA to recover civil penalties for Aggrieved Employees. On October 1, 2021, Plaintiff Rodriguez filed a PAGA Notice with the LWDA stating an intention to seek civil penalties against Defendants. The PAGA Notices alleged various violations of the Labor Code. Attached hereto as **Exhibit "2"** are true and correct copies of the PAGA Notices.

4. On September 24, 2021, Plaintiff Pacheco filed a putative wage-and-hour Class and Representative Action Complaint in the Superior Court of California for the County of Kern, Case Number BCV-21-102266 (the "Action"). Plaintiff Pacheco alleged that during the Class Period, with respect to Plaintiff Pacheco and the Settlement Class Members, Defendants, *inter alia*, failed to pay overtime and minimum wages; failed to provide complaint meal and rest periods or compensation in lieu thereof; waiting time penalties; wage statement violations; violated Labor Code section 2802; and engaged in unfair competition based on the alleged Labor Code violations,

which included Plaintiff Pacheco's representative allegations and claims for civil penalties under PAGA. Thereafter, on October 26, 2021, Plaintiff Pacheco filed a First Amended Complaint adding named Plaintiff Rodriguez to the Action. On December 20, 2021, Plaintiffs Pacheco and Rodriguez filed a Second Amended Complaint adding Plaintiff Rodriguez's further representative allegations and claims under PAGA.

5. Shortly after the filing of this Action, Plaintiffs and Defendants (collectively, the “Parties”) agreed to exchange formal and informal discovery and attend an early mediation. Prior to mediation, Plaintiffs were provided with, among other things: (1) all employee handbooks and wage-and-hour policies in effect during the Class Period; (2) the number of current and former non-exempt employees of Defendant JCC Logistics in the Class Period; (3) hire dates, re-hire dates (if applicable), separation dates (if applicable), final rates of pay and job titles for each current and former non-exempt employee in the Class Period; (4) a 20% sampling of time and payroll records for the estimated 92 Class Members; (5) exemplars of all purported written meal waivers or on-duty meal period agreements (if any) in place during the Class Period and the number of employees that have signed each version (if multiple versions exist); and (6) all documents pertaining to Plaintiffs.

6. On September 28, 2022, the Parties participated in a full-day mediation before Nikki Tolt, Esquire, a well-regarded mediator experienced in mediating complex civil disputes. The Parties did not reach an agreement that day, but with the aid of the mediator’s evaluation and further settlement discussions through the mediator as well as additional information learned and exchanged regarding Defendants’ precarious financial condition in the months that followed, the Parties reached the Settlement to resolve the Action. As part of the Settlement, the Parties agreed to stipulate to Plaintiffs Pacheco and Rodriguez filing a Third Amended Complaint (“TAC”) adding Cabrera as a named plaintiff and class representative¹ (hereinafter, the “Action” or “Litigation” or “Lawsuit”).

¹ The TAC is being filed concurrently with this Motion as a part of the parties' Joint Stipulation for Plaintiffs Pacheco and Rodriguez to file the TAC.

The Proposed Settlement

7. Subject to Court approval pursuant to Code of Civil Procedure section 382 and California Rules of Court, rule 3.679, *et seq.*, the Parties have agreed to settle the Litigation by agreement upon the terms and conditions and for the consideration set forth in the Joint Stipulation Re: Class Action and Representative Action Settlement (“Settlement Agreement”)¹, a copy of which is attached hereto as **Exhibit “1”**. A basic summary of the terms of the settlement are as follows:

8. Defendants will stipulate, for purpose of this settlement only, as follows:

- Certification of a class defined as: all current and former non-exempt, hourly paid employees who worked for Defendants at any time during the period between September 24, 2017 through September 28, 2022² (“Class Period”) in California (“Class Members”);
- Defendants will pay \$195,000.00 (*i.e.*, “Gross Settlement Amount” or “GSA”) to resolve the matter;
- Defendants will pay the employer’s share of taxes separate, apart and above from the Gross Settlement Amount;
- This is a non-reversionary settlement.
- The Settlement Administration costs, estimated not to exceed \$6,850.00, will be paid out of the Gross Settlement Amount;
- Class Counsel — which consists of David D. Bibiyan of Bibiyan Law Group, P.C. and Jasmin K. Gill of J. Gill Law Group, P.C. — will apply for, and Defendants will not oppose, attorneys’ fees of up to 35% of the Gross Settlement

¹ A true and correct copy of the parties’ Settlement Agreement is attached with its internal exhibit(s) as **Exhibit 1** to the Declaration of Jasmin K. Gill (“Gill Decl.”) for the Court’s convenience.

² The Settlement is based on Defendants’ representation that there are no more than 6,511 Workweeks worked during the Class Period. In the event the number of Workweeks worked during the Class Period increases by more than 5%, (i.e., more than 326 Workweeks) during the Class Period, then the Class Period shall end on the date the number of Workweeks during the Class Period reaches 6,837 (6,511 Workweeks + 326 Workweeks). The Gross Settlement Amount will not change as a result of the final determination of the total Workweeks worked in relation to Defendants’ estimate of 6,511.

Amount, which amounts to \$68,250.00 and actual costs not to exceed \$25,000, all of which will be paid out of the Gross Settlement Amount;

- Class Counsel will apply for, and Defendants will not oppose, an enhancement award of \$7,500.00 for Plaintiff Pacheco, \$7,500.00 for Plaintiff Rodriguez, and \$7,500.00 for Plaintiff Cabrera, which will be paid out of the Gross Settlement Amount;
- “Aggrieved Employees” means Class Members working for Defendants during the period between July 9, 2020 through September 28, 2022 (“PAGA Period”) as non-exempt, hourly paid employees;
- Defendants have agreed to pay \$20,000.00 as PAGA penalties, seventy-five percent (75%) or \$15,000.00 of which will be paid to the LWDA out of the Gross Settlement Amount, and twenty-five percent (25%) or \$5,000.00 of which shall be deemed the “PAGA Payment” and distributed to Aggrieved Employees;
- Any checks from this distribution that are not cashed by Participating Class Members within one-hundred and eighty (180) calendar days from the date of their issuance shall be canceled and funds associated with such checks shall be considered unpaid, unclaimed or abandoned cash residue pursuant to Code of Civil Procedure section 384 (“Unpaid Residue”). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil Procedure section 384, shall be transmitted to Court Appointed Special Advocates (CASA) of Kern County, the *cy pres* recipient, for use in the County of Kern, State of California.

Settlement Agreement and Accompanying Documents

9. Attached hereto as **Exhibit “1”** is a true and correct copy of the Settlement Agreement fully executed by the Parties.

10. Attached to the Settlement Agreement as **Exhibit “A”** thereto is the proposed Notice of Class Action Settlement (“Class Notice”) to be distributed to Class Members in English and Spanish.

1 11. The Parties have agreed to use ILYM Group, Inc. (“ILYM”), an experienced
2 Settlement Administrator, to administer the settlement.

3 **The Settlement Was Negotiated at Arms-Length and Not Collusive**

4 12. I am informed and believe that the Settlement that has been reached, subject to this
5 Court’s approval, is the product of substantial effort by the Parties and their counsel. The
6 Settlement was reached after extensive factual and legal investigation and research; substantial
7 negotiation regarding the scope of informal and formal discovery; an exchange of documents and
8 information that included review of time and pay records and analysis thereof with the aid of
9 Plaintiffs and expert consultants; an analysis of shifts and Workweeks worked by Class Members
10 in the Class Period, number of Class Members eligible for wage statement penalties and waiting
11 time penalties; analysis of Plaintiffs’ employment records; preparation for and attendance at a full-
12 day session of mediation, followed by several months of further negotiations to reach an
13 agreement and a further several months of negotiations to finalize the terms and conditions of the
14 settlement parameters agreed to by the Parties in the Settlement Agreement attached as **Exhibit**
15 **“1”** hereto.

16 13. While Class Counsel believes in the chance of success of certifying the claims,
17 Class Counsel recognized the potential risk, expense, and complexity posed by further litigation.
18 Moreover, litigating Plaintiffs’ claims in this Litigation—claims that involve at least 92 Class
19 Members during the Class Period—would require substantial preparation and discovery and
20 ultimately would involve the deposition and presentation of numerous more witnesses.

21 14. I am informed and believe that in light of the sharply contested legal and factual
22 issues, the risks of continued litigation, Defendants’ precarious financial condition and the
23 substantial benefits to Class Members, the terms and conditions of this class settlement are fair
24 and reasonable to all sides.

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1 **The Settlement Amount is Well Within Range of Reasonableness**

2 15. I am informed and believe that the settlement amount reached in this case provides
3 significant recovery to Class Members and Aggrieved Employees, and easily falls within the range
4 of reasonableness.

5 **Unpaid Wages for Failure to Pay for All Time Worked**

6 16. Class Counsel advanced theories at mediation that Defendants failed to pay all
7 minimum and overtime wages owed to Class Members because Defendants did not accurately
8 track and pay for all time worked by Class Members and due to Defendants' detrimental rounding
9 policies.

10 17. Off-the-Clock Work. Specifically, Class Counsel theorized that Defendants failed to
11 accurately track and pay for all off-the-clock work due to the following unlawful practices: (1)
12 Plaintiffs report that Class Members' actual hours worked were not accurately recorded; rather,
13 time was recorded based on general work schedules for the day at quarter-hour intervals; (2) due
14 to Defendants' practice of recording time pursuant to work schedules only, Plaintiffs report that
15 employees were not paid for any of their time spent responding to emails from Defendants after-
16 hours, attending to their personal cell phones for work-related tasks and assignments from
17 Defendants, and making arrangements for shipments; and (3) as it pertains to emails and telephone
18 calls, Plaintiffs report that they could never turn off their personal cell phone or leave it
19 unattended; rather, they had to attend to it at all hours of the day, including during any attempted
20 breaks, in case Defendants needed to get a hold of them or they needed to coordinate with co-
21 workers for coordinating shipments and deliveries and/or ordering vehicle parts. As one
22 conservative theory of off-the-clock time caused by the above-referenced practices, Plaintiffs
23 conservatively attributed 10 minutes of unpaid time per shift for these theories collectively.

24 18. In addition, Plaintiffs report that Defendants often removed one (1) hour of time
25 from Class Members' time records for purported meal periods despite the fact that they never had
26 complete and duty-free one-hour meal periods. Plaintiffs conservatively attribute 20 minutes per
27 shift unpaid for this theory.

1 19. Defendants' records reflected that there were 27,185 shifts worked during the Class
2 Period and the average shift length was 10.7 hours, thus Plaintiffs essentially calculate all unpaid
3 time as unpaid overtime wages. The average rate of pay was \$20.26 across those shifts.

4 20. Class Counsel advanced several theories at mediation, one of which was that Class
5 Members worked approximately 0.50 hours off the clock without pay. Thus, one calculation
6 performed at mediation by Class Counsel resulted in Defendants' exposure in unpaid wages for
7 off-the-clock work to be approximately **\$413,076**. (27,185 x \$20.26/hour x 0.50 hours
8 unpaid/shift x 1.5 overtime rate).

9 21. Detrimental Rounding. Due to Defendants' practice of rounding time to the nearest
10 quarter hour, and based on a review of the only sample size available to Plaintiffs, Plaintiffs
11 advanced the theory at mediation that Defendants implemented a detrimental rounding policy,
12 which shaved time off employee's time entries. Specifically, based on the sample size available,
13 there was an average 5.4 minutes per shift unpaid due to Defendants' unlawful rounding policy.
14 Thus, Class Counsel theorized that Defendants were also liable for approximately **\$74,353 in**
15 **further unpaid overtime wages** (27,185 shifts x 0.09 hrs x \$20.26 x 1.5x.)

16 22. I am informed and believe that Defendants argued that they did not require Class
17 Members to work off-the-clock and, rather, they were paid for all time suffered or permitted to
18 work. I am further informed and believe that Defendants contend that their policies prohibit off-
19 the-clock work. Upon information and belief, Defendants also contend that any theory that off-
20 the-clock work was performed is purely speculative, such off-the-clock work was voluntary if it
21 occurred, and certainly not indicative of a pattern or practice. Based on information and belief, for
22 the same reason, Defendants contend this claim is not subject to class treatment and would make a
23 trial in this Litigation unmanageable. I am informed and believe that Defendants further state that
24 an estimate of 0.50 hours of time worked off-the-clock for every single shift during the Class
25 Period is an exaggeration of time spent working off-the-clock, even if any was spent.

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Recovery of Damages for Non-Compliant Meal Periods

23. Class Counsel theorized that Defendants' meal period practices throughout the Class Period did not comply with the Labor Code. Class Counsel, based on Defendants' failure to have record of a single meal period taken during the Class Period, as well as Plaintiffs' confirmation of always receiving late meal periods, short meal periods, or not being permitted to take a meal period at all, theorized it was reasonable to estimate a 100% violation rate for meal period premiums. Yet still, Defendants do not demonstrate that any meal period premiums were paid. Thus, one measure of exposure Class Counsel advanced at mediation calculated at a 100% violation rate **for non-compliant first meal periods came to \$543,636.00.** (26,833 eligible shifts x \$20.26/hour).

24. Further, I am informed and believe that the documents provided to Class Counsel showed that there were approximately 15,616 shifts over 10 hours. This, combined with the fact that 100% of shifts between 10 and 12 hours and 100% of shifts over 12 hours did not have a 2nd recorded meal break, justifies a second meal period violation for at least 15,616 shifts in the Class Period. Thus, even if Defendants deny first meal period violations at the 100% violation rate, Plaintiffs argued there was a second meal period violation for at least 15,616 shifts in the Class Period.

25. I am informed and believe through the mediator and the mediation process that Defendants, on the other hand, argued that they had compliant meal period policies and practices. I am informed and believe that Defendants argued that Class Members were provided timely and full meal-periods and the lack of recorded entries do not in any fashion dictate a Labor Code violation or indicate harm to Class Members as when operations cease, employers are permitted to not record meal periods under the relevant wage orders. I am further informed and believe that Defendants contend that their policy requires their employees to take timely and full meal periods and stop all work. I am informed and believe that Defendants further contend that any instance of a Class Member failing to take a compliant meal period was voluntary, in violation of their meal period policy, would necessitate an individualized inquiry, and would not lend itself to a

1 manageable trial. I am informed and believe that, based on these defenses, Defendants contend
2 that *no* monies are owed for unpaid meal period premiums but, even if they were, Plaintiffs'
3 estimate is excessive.

4 **Recovery for Damages for Non-Compliant Rest Periods**

5 26. Class Counsel theorized and argued that Defendants not only had non-compliant
6 rest period policies, but also regularly failed to provide compliant rest periods in practice and, as a
7 practical matter, required Class Members to attend to their phones for work-related purposes
8 throughout the day including during rest breaks, resulting in a rest period violation for each shift
9 of 3.5 hours or longer worked by Class Members, evidenced by Plaintiffs' and Class Members'
10 narrative evidence. Based on a review of payroll records provided by Defendants, I am informed
11 and believe that no rest period premiums were paid by Defendants during the Class Period. Based
12 on information and belief, an analysis of the time records, payroll records, and data provided by
13 Defendants reflects approximately 26,965 shifts worked above 3.5 hours for Class Members.
14 Thus, one calculation performed at the mediation was a conservative minimum 50% violation rate
15 for rest-eligible shifts, **resulting in an exposure of \$273,155.45 for failure to pay rest period**
16 **premiums.** (26,965 shifts x \$20.26/hr x 0.50).

17 27. I am informed and believe that Defendants, for their part, contend that they
18 maintained a compliant rest period policy and practice and that, in fact, all Class Members were
19 authorized and permitted to take rest periods and, in fact, did have opportunities to take all of their
20 breaks. I am informed and believe that Defendants further contend that if Class Members did not
21 take the rest periods they were authorized and permitted to take, they did so voluntarily and thus
22 the same would raise an individualized inquiry that would neither be suited for certification nor
23 manageable at trial. Based on these defenses, I am informed and believe that Defendants contend
24 that even a 50% violation rate for rest period violations is excessive, speculative, and unwarranted
25 and that, instead, there are no monies owed for unpaid rest periods because Class Members were
26 always authorized and permitted to take all required rest breaks.

27 ///

Penalties for Wage Statement Violations

28. Class Counsel theorized that Class Members are entitled to recover penalties for Defendants' alleged failure to issue compliant wage statements under Labor Code section 226, subdivision (e) for the derivative impact of the failure to pay all wages owed on providing accurate information on wage statements. A non-exempt employee suffering injury as a result of a knowing and intentional failure by an employer to comply with Labor Code section 226, subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period.

29. I am informed and believe that there were approximately 1,423 pay periods worked by Class Members during the relevant statutory period. If, in fact, Class Members worked off-the-clock every shift as set forth above, and no meal period or rest premiums were paid, every wage statement would thus, Class Counsel theorized, violate Labor Code section 226. Thus, I am informed and believe that it is reasonable to calculate Defendants' maximum exposure for wage statement violations to be **\$142,300**. (1,423 pay periods x \$100 penalty per pay period.)

30. I am informed and believe Defendants, for their part, contend that the wage statements issued to Class Members fully complied with Labor Code section 226. I am informed and believe that Defendants further argue that because they believe no wages are unpaid, there can be no derivative penalties. I am informed and believe that Defendants also defend that even if there were, *arguendo*, derivative penalties, that Plaintiffs suffered no injury, citing *Maldonado v. Epsilon Plastics, Inc.* (2018) 22 Cal.Ap⁵th 1308 [*Maldonado*]. In that case, I am informed and believe that the Court noted that "inaccurate wage statements alone do not justify penalties; the plaintiffs must establish injury flowing from the inaccuracy." (*Id.* at 1335.)

31. I am informed and believe that Defendants once again defended that no unpaid wages are owed as Defendants did not fail to pay for all hours worked. I am further informed and believe that at the time of mediation, Defendants further defended that no waiting time penalties are owed for unpaid premiums under *Naranjo*.

32. However, Class Counsel noted that the California Supreme Court has overruled the California Court of Appeal’s decision in *Naranjo* as it pertains to premium wages being “wages” and ruled that employers can be liable for derivative wage statement violations for failure to pay meal and rest period premiums. (*See Naranjo v. Spectrum Security Services, Inc.* (2022) 13 Cal.5th 93, [509, P.3d 956, 969]; *see also Naranjo v. Spectrum Security Services, Inc.* (2024) 13 Cal. 5th 93.) Class Counsel further noted that, to the extent *Maldonado* is still good law after the Court’s ruling in *Naranjo*, the Court in *Maldonado* suggests that failure to account for all time worked may, in fact, constitute an injury, and thus does not find the defense meritorious as to Defendants’ argument here. (*See id.*)

33. Nevertheless, Class Counsel also understands the risks inherent in this claim should Plaintiffs' underlying claims not be certified, should the Court find issues regarding potential manageability on any claims, should any underlying claims not succeed on the merits, or should the Court find no "knowing and intentional" injury occurred. Class Counsel further recognize that this number does not take into account that the first violation for each Class Member merits penalties of \$50—not \$100—and that there is a \$4,000, maximum penalty per Class Member. Moreover, I recognize that no matter what the exposure, Defendants' precarious financial condition may not have been able to withstand the costliness of further litigation irrespective of the maximum exposure. As such, Class Counsel recognizes that achieving the maximum exposure Plaintiffs calculated is far from certain.

Waiting Time Penalties

34. Class Counsel theorized that the full 30-day penalty is owed under Labor Code section 203 due to, at a minimum, Defendants' failure to pay wages for all hours worked and failure to pay premium wages.

35. I am informed and believe from hire and termination dates provided by Defendants that there were approximately 53 separated Class Members employed by Defendants during the relevant time period. I am informed and believe that a 100% violation rate for the approximately 53 former employees and Class Members, using the average rate of pay of \$20.26, amounts to a

1 maximum exposure of approximately **\$257,707**. (53 separated Class Members x \$20.26/hour x 10
2 hours on average/day x 30 days.) I am informed and believe that Defendants contend that there is
3 no credence to Plaintiffs' off-the-clock theory and that, thus, no waiting time penalties are owed
4 based on that theory. I am informed and believe that Defendants further defend that failure to pay
5 premium pay is not a basis for waiting time penalties to issue, citing *Naranjo* again. I am
6 informed and believe that Defendants also defend that their actions were not "willful" as required
7 for penalties to issue and that, thus, waiting time penalties cannot be awarded. Thus, I am
8 informed and believe that Defendants argue that no waiting time penalties are owed and even if
9 they were, Defendants could not afford to pay such an amount in any event.

10 **Other Claims**

11 36. Class Counsel collectively investigated many other claims, including, for instance,
12 failure to pay all owed vacation/paid time off accrued at the time of separation of employment at
13 the prior rate of pay and failure to indemnify Class Members for necessary costs incurred in
14 furtherance of their job duties without reimbursement. However, Plaintiffs' investigation did not
15 result in any substantial calculation of damages that impacted the value of settlement, and thus
16 they are not included here.

17 **PAGA Penalties**

18 37. I am informed and believe from the time and payroll data provided by Defendants
19 and through Plaintiffs' expert consultant that there were approximately 1,563 pay periods in the
20 PAGA Period through mediation. PAGA penalties include penalties for initial violations and
21 subsequent violations. Class Counsel attributed potential civil penalties for at least seven (7)
22 PAGA violations, including (1) failure to pay overtime wages; (2) failure to pay minimum wages;
23 (3) failure to provide meal periods; (4) failure to provide rest periods; (5) wage statement
24 violations; (6) waiting time penalties; and (7) failure to reimburse for necessary costs incurred by
25 Class Members in furtherance of their job duties for Defendants. Although some Courts have held
26 that penalties may be stacked, I am informed and believe that very few have ever exercised
27 discretion to stack them. With this in mind, and because Class Counsel through investigation and

1 discovery did not come to the conclusion that Defendants at any time were notified by any
2 governmental entity that they violated any Labor Code sections presented in the PAGA Notice and
3 PAGA claims, one of the calculations made at mediation was for Class Counsel to adjust the
4 exposure model for Defendants to include only initial violation rates.

5 As such, Class Counsel calculated Defendants' maximum possible exposure as follows:
6 (1) \$78,150 for overtime violations (1,563 pay periods x \$50); (2) \$156,300 for minimum wage
7 violations (1,563 pay periods x \$100); (3) \$78,150 for meal period violations (1,563 pay periods
8 x \$50); (4) \$78,150 for rest period violations (1,563 pay periods x \$50); (5) \$6,600 for waiting
9 time penalties (66 aggrieved employees x \$100); and (6) \$156,300 for wage statement violations
10 (1,563 pay periods x \$100). Thus, I am informed and believe that Defendants' maximum
11 possible exposure for PAGA penalties is \$553,650.

12 38. I am informed and believe that Defendants, for their part, vehemently contend that
13 no PAGA penalties are likely to be awarded and, even if they were, the maximum exposure
14 calculated by Plaintiffs is vastly overstated.

15 39. First, I am informed and believe that Defendants defend that PAGA penalties
16 cannot and should not be stacked.

17 40. Second, I am informed and believe that Defendants assert that individualized issues
18 predominate the PAGA claims, making the claims unmanageable for trial.

19 41. Third, I am informed and believe that Defendants deny that a violation for each pay
20 period can be established.

21 42. Fourth, I am informed and believe that Defendants contend and argue that a Court
22 is unlikely to exercise its discretion to award *any* PAGA penalties in this Action where, as here it
23 argues, there is no conduct shown by Plaintiffs that would show any Labor Code violation by
24 Defendants is knowing and intentional. I am informed and believe that Defendants insist that this
25 is especially true in this Action where class action damages are available to Class Members,
26 rendering an award of PAGA penalties in addition to class action damages to be double recovery.

27 ///

43. While Class Counsel maintains that it is possible to recover the subsequent violation rate for penalties, that stacking is permissible, and that there is no manageability requirement under PAGA, Class Counsel also understands the risks inherent should the Court not exercise its discretion to grant any PAGA penalties. As such, Class Counsel believes a minimum 15% discount of this claim to be reasonable, resulting in a valuation of **\$470,602.50** as a reasonable estimate of the likelihood of what Plaintiffs may recover at trial for PAGA penalties. (\$552,650 x .85.)

Conclusion

44. When including derivative penalties, such as waiting time penalties, wage statement violations, and discretionary PAGA penalties, Class Counsel theorized Defendants' maximum exposure to be approximately **\$2,174,829**.

45. In all, Plaintiffs' counsel obtained a Gross Settlement Amount of \$195,000.00. I am informed and believe that this is an eminently fair, reasonable and adequate settlement for Class Members when considering all issues and risks related to liability, the potential obstacles with the financial arguments made by Defendants,³ the issues with manageability at trial, the manner in which the discretionary nature of PAGA penalties, and considering the case law regarding fair, reasonable, and adequate settlements. (*See, e.g., Officers for Justice v. Civil Service Comm'n*, (9th Cir. 1992) 688 F.2d 615, 628 [(“it is well-settled law that a cash settlement amounting to only a fraction of the potential recovery does not ... render the settlement inadequate or unfair”)].)

46. Moreover, \$20,000 of the Gross Settlement Amount was attributed to PAGA penalties. I am informed and believe this allocation was decided mutually by the Parties and the mutual decision was based on: (1) the fact that damages are available for the failure to pay wage claims while only penalties are available for the PAGA claims; (2) the risk that the Court may exercise its discretion to decline to stack PAGA penalties; (3) the risk that the Court may exercise

³ Importantly, records relating to Defendants' financial condition were evaluated by Class Counsel and incorporated into Class Counsel's evaluation when determining that the terms of the Settlement are fair, reasonable, and adequate.

1 its discretion to not award the full amount of PAGA penalties available; and (4) the risk that the
2 Court may decline to award any PAGA penalties at all in light of the fact that damages are
3 available for Class Members and it may find any further liability against Defendants may be
4 unnecessarily punitive.

5 **The Proposed Attorneys' Fees and Costs are Reasonable**

6 47. Class Counsel hereby applies for, and Defendants shall not oppose, an award of
7 attorneys' fees of up to thirty-five percent (35%) of the Gross Settlement Amount, which is Sixty-
8 Eight Thousand Two Hundred Fifty Dollars and Zero Cents (\$68,250.00). Class Counsel has
9 hereby applied for reimbursement of actual costs associated with Class Counsel's prosecution of
10 this matter as set forth by declaration testimony in an amount up to Twenty-Five Thousand Dollars
11 and Zero Cents (\$25,000.00). I am informed and believe that the requested fee is fair
12 compensation for undertaking complex, risky, expensive, and time-consuming litigation on a
13 contingent fee basis.

14 48. Extensive investigation was done before and after litigation began with the help of
15 Plaintiffs, and consultants that included detailed review of time and payroll records; months of
16 negotiation between opposing counsel, as well as discussion of diametrically opposed viewpoints
17 regarding the certifiability of Plaintiffs' claims, the merits of Plaintiffs' claims, the manageability
18 of those claims, as well as what settlement terms would be just and proper. Moreover, significant
19 expense was expended, including filing fees, the utilization of forensic consultants to help analyze
20 time and payroll records, time spent with Plaintiffs by telephone, preparing and serving discovery,
21 reviewing Defendants' document production for mediation, as well as attending a full-day
22 mediation session to try to resolve the Litigation, among other things.

23 49. Class Counsel have borne, and continue to bear, the entire risk and cost of litigation
24 associated with this class action and representative action on a purely contingency basis.

25 50. I am informed and believe that the factual and legal issues posed in this case were
26 evolving and difficult. I am informed and believe that Class Counsel have already expended
27 hundreds of hours on this matter, including:

- The investigation of this matter, including interviewing and meeting with Plaintiffs, reviewing and analyzing the policies of Defendants provided by Plaintiffs to Plaintiffs' counsel, reviewing and analyzing Plaintiffs' time and pay records, reviewing and analyzing Plaintiffs' personnel file, and exploring Defendants' corporate structure;
- Compliance with prerequisites in connection with Plaintiff's cause of action under PAGA;
- Preparing and filing a class action complaint in this Action and the preparation and filing of the Summons, Civil Case Cover Sheet, and Addendum to Plaintiff Pacheco's original Complaint in this Action and amendments to the same;
- Preparing notices, meeting and conferring with counsel for Defendants prior to hearings in this matter and in order to submit case status updates to this Court, and discussing the matter in big picture early on in the Litigation as well as throughout this Litigation with Plaintiffs and Defendants' counsel;
- Discussing the potential merits of mediation, as well as negotiating the parameters thereof and the informal discovery to be exchanged beforehand, which involved various iterations of written correspondence back and forth and several telephone discussions between counsel regarding the potential scope of discovery, as well as the scope of the pleadings;
- Working with Plaintiffs to identify other Class Members, obtaining a list of current and former non-exempt employees from Defendants, and reviewing all information provided by Defendants as to those employees in order to prepare for mediation;
- Obtaining and reviewing documents produced by Defendants as a part of informal discovery productions in advance of mediation;
- Working with opposing counsel and consultants for the receipt of a representative sampling and analyzing the same with the aid of expert consultants and Plaintiffs to perform analyses of liability and exposure;

- Selecting a mediator and mediation date, preparing a mediation brief and damages model for use at the mediation session, discussing Plaintiffs' theories for mediation as well as Defendants' defenses;
- Attending mediation, drafting and negotiating a Memorandum of Understanding;
- Negotiating, finalizing and fully executing a long form Settlement Agreement, which was negotiated at length and through several draft exchanges;
- Working with Defendants' counsel to prepare a stipulation, proposed order and Third Amended Complaint in this Action to add Plaintiff Cabrera as a Plaintiff;
- Reviewing, discussing, and finalizing a Stipulation and Protective Order;
- Preparing and reviewing the Class Notice;
- Communicating with Plaintiffs who have regularly requested updates or other information regarding this matter;
- Preparing the instant Motion for Preliminary Approval as well as all documents in support of the Motion.

51. Based on my experience in wage and hour class action litigation, I expect that Class Counsel will have to spend a substantial amount of additional hours in connection with obtaining final approval of this Settlement, monitoring the administration of this Settlement and the distribution of funds to Class Members. I believe that additional time will be spent by Class Counsel coordinating with the Settlement Administrator to mail class notices, responding to Plaintiffs' requests for status updates as well as Class Member inquiries, and managing the overall administration process. Further, I believe that additional time will be spent by Class Counsel reviewing the settlement administrator's final calculations, preparing a Motion for Final Approval of this Settlement, including all supporting documents such as declarations from the settlement administrator, Plaintiffs, and Defendants.

52. I also believe it to be likely that, even after final approval of the settlement has been granted, Class Counsel will be called upon to expend additional amounts of time in the presentation and resolution of contests and disputes relating to Class Members' claims under the

1 terms of the proposed settlement, as to the amounts of individual recoveries and other related
2 issues.

3 53. Finally, I believe that Class Counsel will have to work with the Settlement
4 Administrator to submit a report to this Court regarding the distribution plan pursuant to Code of
5 Civil Procedure section 384 along with a proposed judgment, which will require further time and
6 cost to be expended.

7 54. I am informed and believe the fees and costs requested are justified by the results
8 achieved, the complexity of the issues, the difficulty of the case, and the great risk undertaken by
9 Class Counsel.

10 55. I am informed and believe the requested attorneys' fees and costs will not be
11 opposed by Defendants and are well within established guidelines.

12 56. I believe Class Counsel earned the requested fee, as this case was vigorously
13 litigated.

14 **The Proposed Enhancement Awards to the Named Plaintiffs as Class**
15 **Representatives Are Reasonable**

16 57. I believe that Plaintiffs should be awarded an enhanced award for their service as
17 class representatives, for being available and answering extensive questions during mediation, for
18 the risk in being the named plaintiffs, for providing Defendants with a more expansive release of
19 claims, including a waiver based upon California Civil Code section 1542, in exchange for the
20 enhancement awards.

21 58. I am informed and believe that Defendants do not oppose the requested
22 enhancements to Plaintiffs.

23 59. I am informed and believe that Plaintiffs risked intrusive discovery, payment of
24 employer costs, retaliation, damage to their reputation(s), and ability to be hired by a similar
25 company such as Defendants.

26 60. Class Counsel seeks an extremely limited enhancement of \$7,500.00 to Plaintiff
27 Pacheco, \$7,500.00 to Plaintiff Rodriguez, and \$7,500.00 to Plaintiff Cabrera for their service,

1 which is commensurate to, if not modest in consideration of, the time and efforts Plaintiffs have
2 put forth in the prosecution of this matter.

3 **Conditional Certification for Settlement Purposes**

4 61. **Ascertainability** – I am informed and believe that the Class Member definition (all
5 current and former non-exempt, hourly paid employees who worked in California for Defendants
6 at any time during the Class Period) is derived from the operative complaint, which complains of
7 alleged violations of Labor Code sections that are chiefly, and in some instances, solely applicable
8 to non-exempt employees. I am informed and believe that there is no difficulty ascertaining who
9 is a Class Member based on the above-described definition as it is readily apparent to all involved
10 who is a non-exempt employee of Defendants who worked in California during the Class Period
11 based solely from Defendants’ payroll records, which I am informed and believe amounts to at
12 least 92 Class Members.

13 62. **Numerosity** – I am informed and believe that there are at least approximately 92
14 Class Members that worked for Defendants during the Class Period. I am informed and believe
15 that is sufficiently numerous to establish the numerosity requirement.

16 63. **Commonality** - I am informed and believe that this Litigation is brought to resolve
17 common issues that include whether Class Members are entitled to pay for tasks performed off-
18 the-clock, whether Defendants provided full, timely and uninterrupted meal and rest periods,
19 whether Class Members are entitled to premium pay for incomplete, untimely or interrupted meal
20 or rest periods, among other claims as set forth herein and within Plaintiffs’ Motion. I am
21 informed and believe that because there are common issues, this requirement is satisfied for
22 purposes of settlement.

23 64. **Typicality** - I am informed and believe that Plaintiffs’ claims are typical of those of
24 the Class Members they seek to represent as Plaintiffs: (1) are non-exempt, hourly paid employees
25 like other Class Members; (2) complain of not being paid for all time under Defendants’ control or
26 suffered and/or permitted to work for Defendants; (3) did not receive full premium pay for meal
27 periods that were not compliant with the Labor Code; (4) never received premium pay for rest

1 periods that were not provided to Class Members; and (5) were not reimbursed for all of their
2 necessary business expenses incurred while working for Defendants.

3 65. **Adequacy of Representation** - I am informed and believe that no conflicts,
4 disabling or otherwise, exist between Plaintiffs and Class Members because Plaintiffs allege to
5 have been damaged by the same alleged conduct of Defendants (*i.e.*, Plaintiffs were classified as
6 non-exempt hourly-paid employees, not paid premium pay, etc.) and thus have the incentive to
7 fairly represent all Class Members' claims to achieve the maximum possible recovery.

8 66. I am informed and believe that Class Members are represented by experienced class
9 action attorneys who have been appointed as class counsel in other class actions, and who have a
10 successful track record in litigating class actions.

11 67. While I am informed and believe that Defendants deny liability, they nonetheless
12 agreed to settle the matter to avoid any potential expense.

13 68. Should the Court refuse to grant preliminary approval of this Settlement, I am
14 informed and believe that many of the Class Members may be denied any recourse for
15 Defendants' alleged violations.

16 69. **Superiority of Class Action** - I am informed and believe that this this wage and
17 hour class action meets all the criteria to deem it a superior vehicle for resolution of the issues it
18 seeks to resolve. It deals with common issues that are most efficiently adjudicated together, as
19 indicated above herein and in Paragraph IX(A)(3) within Plaintiffs' Motion.

20 70. I am informed and believe that this allows claims of many individuals to be
21 resolved at the same time, eliminates the possibility of repetitious litigation and affords small
22 claimants with a method of obtaining redress for claims which otherwise would be too insufficient
23 to warrant individual litigation. I am informed and believe that because the class action meets all
24 criteria for certification and a lesser standard of scrutiny applies when evaluating these criteria for
25 settlement purposes, it should be certified for purposes of effectuating this settlement.

26 71. On or about October 31, 2024, I caused to be submitted a copy of the Settlement
27 Agreement to the California Labor and Workforce Development Agency ("LWDA") in

1 compliance with Labor Code section 2699, subdivision (1)(2). A true and correct copy of the
2 confirmations from the LWDA in connection with Plaintiffs' submission is attached hereto as
3 Exhibit "3".

4 **Experience of Jasmin K. Gill**

5 72. I graduated with a Bachelor of Arts degree with a major in Psychology and a minor
6 in Business Administration from the University of California, Riverside in 2013.

7 73. I received my Juris Doctorate from Loyola Law School of Loyola Marymount
8 University in 2016.

9 74. After practicing for a couple years as a member of Pessah Law Group, P.C.
10 practicing a wide range of civil litigation on behalf of both plaintiffs and defendants, I founded J.
11 Gill Law Group, P.C. in 2018 with a concentration in representation of employees, on an
12 individual, class, and representative basis, against employers to recover unpaid wages, most often
13 in class and representative actions, and to vindicate harassment, discrimination and retaliation in
14 various contexts.

15 75. I am an active member of the California Employment Lawyers' Association
16 ("CELA") and have attended various Continuing Legal Education courses and labor and
17 employment seminars and conferences pertaining to advocacy on behalf of employees, and
18 particularly in connection with litigating wage-and-hour class actions and PAGA representative
19 actions.

20 76. I am experienced in wage-and-hour class litigation and am also currently acting as
21 lead counsel in tens of other wage-and-hour class and/or representative PAGA actions. I am
22 informed and believe that I have the experience, resources, and means necessary to allow us to
23 provide adequate representation as Class Counsel to all class members in this litigation.

24 77. I have been appointed Class Counsel by the Superior Court of California in the past
25 for purposes of certifying a class. I have also settled matters on a "PAGA Only" basis for
26 aggrieved employees in the past. Some examples of Actions in which I was appointed Class
27 Counsel and/or settled on a "PAGA only" basis include:

1 a. *Ramirez v. Acre Gourmet, Inc.*, Case No. CGC-19-575117, California
2 Superior Court, County of San Francisco;
3 b. *Smith v. McMillen Enterprises, Inc.*, Case No. CV-20-002938, California
4 Superior Court, County of Stanislaus;
5 c. *Conness v. The Carlson Company, et al.*, Case No. 37-2021-00015907-CU-
6 OE-CTL, California Superior Court, County of San Diego;
7 d. *Dethrasavong v. ASI Computer Technologies, Inc.*, Case No.
8 20STCV32312, California Superior Court, County of Los Angeles;
9 e. *Moreno v. Santa Paula Post Acute, LLC, et al.*, Case No. 21STCV12533,
10 California Superior Court, County of Los Angeles;
11 f. *Toste v. PATH Ventures*, Case No. 19STCV45845, California Superior
12 Court, County of Los Angeles;
13 g. *Lodge v. California Food Management, LLC, et al.*, Case No.
14 19STCV32348, California Superior Court, County of Los Angeles;
15 h. *Ramirez v. SeaWin, Inc., et al.*, Case No. 21STCV22026, California
16 Superior Court, County of Los Angeles;
17 i. *Jeong v. GameVil Com2US USA, Inc., et al.*, Case No. 22STCV11790,
18 California Superior Court, County of Los Angeles;
19 j. *Aguilar v. Bioness Inc., et al.*, Case No. 21STCV41702, California Superior
20 Court, County of Los Angeles;
21 k. *Zarate v. Clark and White Landscape*, Case No. 23SMCV01977, California
22 Superior Court, County of Los Angeles;
23 l. *Lopez v. Wilhelm Electric Co., Inc., et al.*, Case No. 30-2020-01156888-
24 CU-OE-CXC, California Superior Court, County of Orange, which is a class and representative
25 PAGA action matter in which I successfully opposed a Motion for Summary Adjudication brought
26 by Defendants after the class was certified;

1 m. *Heredia v. Alan Smith Pool Plastering, Inc., et al.*, Case No. 30-2020-
2 01163609-CU-OE-CXC, California Superior Court, County of Orange;

3 n. *Ojeda v. Mashburn Transportation, Inc., Goodman v. Mashburn*
4 *Transportation, Inc., et al.*, and *Ruiz v. Mashburn Transportation Services, Inc.*, Case Nos. BCV-
5 20-100972-JEB, BCV-21-101196-BCB, and BCV-22-100698-BCB, California Superior Court,
6 County of Kern; and

7 o. *Torres, et al. v. Johnston Nurseries, FLP, et al.*, Case No. BCV-19-100830-
8 TSC, California Superior Court, County of Kern.

9 78. Most recently, I served as lead counsel and first-chaired a bench trial for PAGA
10 claims brought by my office on behalf of a group of aggrieved employees in a wage-and-hour
11 class and representative PAGA action matter that has been pending for several years and in which
12 we have also already submitted all trial documents required to put on a jury trial for the remaining
13 class claims that will be tried after a decision is rendered by the Court as to the bench claims under
14 PAGA. I also recently served as lead counsel and first-chaired a jury trial for a sexual harassment
15 case in which the jury found in favor of plaintiff on all claims and awarded approximately \$10.7
16 million in damages.

17 79. After diligent inquiry, neither I nor any member of my law firm has any interest in
18 or conflict with the *cy pres* recipient, Court Appointed Special Advocates (CASA) of Kern
19 County.

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

22 Executed on October 31, 2024 at Los Angeles, California.

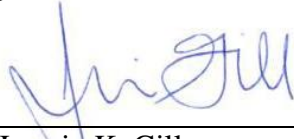
23
24 
25 Jasmin K. Gill

EXHIBIT 1

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Attorneys for Defendants, JCC Logistics, Inc., and Christina Tessaro

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

ANTHONY A. PACHECO and JOSUE
RODRIGUEZ, as individuals and on behalf
of all others similarly situated and aggrieved,

Plaintiffs,

v.

JCC LOGISTICS, INC., a California
corporation; CHRISTINA TESSARO aka
“Chrissy Tessaro”, an individual; and DOES 1
through 100, inclusive,
Defendants.

CASE NO.: BCV-21-102266

CLASS ACTION

**JOINT STIPULATION RE: CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT**

Action Filed: September 24, 2021
Trial Date: None Set

1 This Joint Stipulation re: Class Action and Representative Action Settlement
2 (“Settlement” or “Agreement” or “Settlement Agreement”) is made by, between and among
3 plaintiffs Anthony A. Pacheco (“Pacheco”), Josue Rodriguez (“Rodriguez”), and Manuel
4 Cabrera (“Cabrera”) (collectively “Plaintiffs”), individually and on behalf of the Settlement
5 Class, as defined below, on the one hand; and defendants JCC Logistics, Inc. (“JCC Logistics”)
6 and Christina Tessaro (“Tessaro”) (collectively “Defendants”), on the other hand; in the lawsuit
7 entitled *Pacheco, et al. v. JCC Logistics, Inc. et al.*, filed in the Kern County Superior Court,
8 Case No. BCV-21-102266 (the “Action”). Plaintiffs and Defendants shall be, at times,
9 collectively referred to as the “Parties” and individually as a “Party”. This Agreement is intended
10 by the Parties to fully, finally, and forever resolve, discharge and settle the claims as set forth
11 herein, based upon and subject to the terms and conditions of this Agreement.

12 **1. DEFINITIONS**

13 **A. “Action”** means *Pacheco, et al. v. JCC Logistics, Inc., et al.*, filed in the Kern
14 County Superior Court, Case No. BCV-21-102266.

15 **B. “Aggrieved Employees”** means all non-exempt, hourly-paid employees of
16 Defendants who worked during the PAGA Period in California.

17 **C. “Class Counsel”** means: David D. Bibiyan and Jeffrey Klein of Bibiyan Law
18 Group, P.C. and Jasmin K. Gill of J. Gill Law Group, P.C. The term “Class Counsel” shall be
19 used synonymously with the term “Plaintiffs’ Counsel.”

20 **D. “Class Period”** means the period from September 24, 2017 through September
21 28, 2022.

22 **E. “Court”** means the Superior Court of the State of California for the County of
23 Kern.

24 **F. “Class Notice”** means and refers to the notice sent to Class Members after
25 preliminary approval of the Settlement in the manner described in Paragraph 9(A) of this
26 Agreement.

27 **G. “Defendants”** shall refer to defendants JCC Logistics and Christina Tessaro.

28 ///

1 **H. “Employer Taxes”** means employer-funded taxes and contributions imposed on
2 the wage portions of the Individual Settlement Payments under the Federal Insurance
3 Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes
4 and contributions required of employers, such as for unemployment insurance.

5 **I. “Final Approval Date”** means the later of: (1) the date the Court signs an Order
6 granting final approval of this Settlement (“Final Approval”) and Judgment; (2) if there is an
7 objector, 60 days from the date the Final Approval and Judgment; or (3) to the extent any appeals
8 have been filed, the date on which they have been resolved or exhausted.

9 **J. “General Release”** means the general release of claims by Plaintiffs, which is in
10 addition to their limited release of claims as Participating Class Members and Aggrieved
11 Employees.

12 **K. “Gross Settlement Amount”** means a non-reversionary fund in the sum of One
13 Hundred Ninety-Five Thousand Dollars and Zero Cents (\$195,000.00), which shall be paid by
14 Defendants, and from which all payments for the Individual Settlement Payments to Participating
15 Class Members, Individual PAGA Payments to Aggrieved Employees and the Court-approved
16 amounts for attorneys’ fees and reimbursement of litigation costs and expenses to Class Counsel,
17 Settlement Administration Costs, a Service Award to Plaintiffs, and the LWDA Payment for
18 resolution of Plaintiffs’ cause of action for civil penalties under the Labor Code Private
19 Attorneys’ General Act, codified at Labor Code Section 2698, *et seq.* (“PAGA”), interest and
20 certain taxes shall be paid. It expressly excludes Employer Taxes, which shall be paid by
21 Defendants separate and apart from the Gross Settlement Amount.

22 **L. “Individual PAGA Payment”** means a payment to an Aggrieved Employee of
23 his or her share of the PAGA Payment.

24 **M. “Individual Settlement Payment”** means a payment to a Participating Class
25 Member of his or her net share of the Net Settlement Amount, excluding any PAGA Payment to
26 which he or she may be entitled if he or she is also an Aggrieved Employee.

27 **N. “Individual Settlement Share”** means the gross amount of the Net Settlement
28 Amount that a Participating Class Member is projected to receive based on the number of

1 Workweeks that he or she worked as a Settlement Class Member during the Class Period if he or
2 she does not submit a timely and valid Request for Exclusion, excluding any PAGA Payment to
3 which he or she may be entitled if he or she is also an Aggrieved Employee.

4 **O. “LWDA Payment”** means the payment to the LWDA for its seventy-five percent
5 (75%) share of the total amount allocated toward penalties under the PAGA, which is to be paid
6 from the Gross Settlement Amount. The Parties have agreed that Twenty Thousand Dollars and
7 Zero Cents (\$20,000.00) shall be allocated toward PAGA penalties (“PAGA Payment”), of which
8 Fifteen Thousand Dollars and Zero Cents (\$15,000.00) will be paid to the LWDA (*i.e.*, the
9 LWDA Payment) and Five Thousand Dollars and Zero Cents (\$5,000.00) will remain a part of
10 the Net Settlement Amount for payment to Aggrieved Employees on a *pro rata* basis, based on
11 the Workweeks worked for Defendants as a non-exempt, hourly-paid employee in California in
12 the PAGA Period.

13 **P. “Net Settlement Amount”** means the portion of the Gross Settlement Amount
14 that is available for distribution to Participating Class Members after deductions for the Court-
15 approved allocations for Settlement Administration Costs, Service Awards to Plaintiffs, an award
16 of attorneys’ fees, reimbursement of litigation costs and expenses to Class Counsel, and the
17 LWDA Payment. It excludes the PAGA Payment.

18 **Q. “Operative Complaint or “Complaint”** means the Third Amended Complaint
19 to be filed with the Court in *Pacheco, et al. v. JCC Logistics, Inc., et al.*, filed in Kern County
20 Superior Court, Case No. BCV-21-102266.

21 **R. “PAGA Payment”** is the \$5,000.00 payment payable to Aggrieved Employees
22 on a *pro rata* pay period basis in addition to their Individual Settlement Share if they do not opt
23 out of the Settlement.

24 **S. “PAGA Period”** means the period from July 9, 2020, through the end of the Class
25 Period.

26 **T. “Participating Class Members”** means all Settlement Class Members who do
27 not submit a timely and valid Request for Exclusion.

28 ///

1 **U. “Participating Individual Settlement Share”** means the gross amount of the Net
2 Settlement Amount that a Participating Class Member is eligible to receive based on the number
3 of Workweeks that he or she worked as a Settlement Class Member during the Class Period once
4 all opt-outs have been factored in, excluding any Individual PAGA Payment to which he or she
5 may be entitled if he or she is also an Aggrieved Employee.

6 **V. “Parties”** shall refer to Plaintiffs and Defendants collectively.

7 **W. “Plaintiffs”** shall refer to Plaintiff Anthony A. Pacheco, Plaintiff Josue
8 Rodriguez, and Plaintiff Manuel Cabrera.

9 **X. “Preliminary Approval Date”** means the date on which the Court enters an
10 Order granting preliminary approval of the Settlement.

11 **Y. “Released Parties”** shall mean Defendants and former Cross-Defendant Jonathan
12 Cunningham, as well as each of Defendants’ past, present, and future respective affiliates,
13 parents, subsidiaries, predecessors, successors, divisions, joint ventures and assigns, and
14 Defendants’ past or present parent corporations, subsidiaries, divisions, affiliates, related entities,
15 partners, shareholders, members, directors, officers, employees, principals, agents,
16 representatives, insurers, co-insurers, re-insurers, predecessors, successors, assigns, attorneys,
17 and personal or legal representatives.

18 **Z. “Response Deadline”** means the deadline for Settlement Class Members to mail
19 any Requests for Exclusion, Objections, or Workweek Disputes to the Settlement Administrator,
20 which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English
21 and Spanish by the Settlement Administrator, unless a Class Member’s notice is re-mailed. In
22 such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing,
23 or forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which
24 to postmark a Request for Exclusion, Workweek Dispute or Objection. The date of the postmark
25 shall be the exclusive means for determining whether a Request for Exclusion, Objection, or
26 Workweek Dispute was submitted by the Response Deadline. The Settlement Administrator shall
27 inform the Class Member of the extended deadline with the re-mailed Class Notice.

28 ///

1 **AA. “Request for Exclusion”** means a written request to be excluded from the
2 Settlement Class pursuant to Section 9.C below.

3 **BB. “Service Award(s)”** means monetary amount to be paid to Plaintiff Pacheco of
4 Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00), Plaintiff Rodriguez of Seven
5 Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00), and Plaintiff Cabrera of Seven
6 Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00) which, subject to Court approval,
7 will be paid out of the Gross Settlement Amount.

8 **CC. “Settlement Administration Costs”** means all costs incurred by the Settlement
9 Administrator in administration of the Settlement, including, but not limited to, translating the
10 Class Notice to Spanish, the distribution of the Class Notice to the Settlement Class in English
11 and Spanish, calculating Individual Settlement Shares and Individual Settlement Payments and
12 associated taxes and withholdings, providing declarations, generating Individual Settlement
13 Payment checks and related tax reporting forms, doing administrative work related to unclaimed
14 checks, transmitting payment to Class Counsel for the Court-approved amounts for attorneys’
15 fees and reimbursement of litigation costs and expenses, to Plaintiffs for their Service Awards,
16 and to the LWDA from the LWDA Payment, providing weekly reports of opt-outs, objections
17 and related information, and any other actions of the Settlement Administrator as set forth in this
18 Agreement, all pursuant to the terms of this Agreement. The Settlement Administration Costs
19 are estimated not to exceed \$6,850.00. If the actual amount of the Settlement Administration
20 Costs is less than \$6,850.00, the difference between \$6,850.00 and the actual Settlement
21 Administration Costs shall be a part of the Net Settlement Amount. If the Settlement
22 Administration Costs exceed \$6,850.00, then such excess will be paid solely from the Gross
23 Settlement Amount and Defendants will not be responsible for paying any additional funds in
24 order to pay these additional costs.

25 **DD. “Settlement Administrator”** means the Third-Party Administrator, ILYM
26 Group, Inc., chosen to be responsible for the administration of the Settlement including, without
27 limitation, translating the Class Notice in Spanish, the distribution of the Individual Settlement
28

1 Payments to be made by Defendants from the Gross Settlement Amount and related matters under
2 this Agreement.

3 **EE. “Settlement Class”, “Settlement Class Members” or “Class Members”** means
4 all persons currently or formerly employed by Defendants as non-exempt, hourly-paid employees
5 during the Class Period in the State of California.

6 **FF. “Workweek”** means the number of weeks that a Settlement Class Member was
7 employed by Defendants in a non-exempt, hourly-paid position during the Class Period in
8 California, based on hire dates, re-hire dates (as applicable) and termination dates (as applicable).

9 **2. BACKGROUND**

10 **A.** On or around July 9, 2021, Plaintiff Pacheco filed with the Labor and Workforce
11 Development Agency (“LWDA”) and served on Defendants a notice under Labor Code section
12 2699.3 (the “PAGA Notice”) stating Plaintiff Pacheco intended to serve as a proxy of the LWDA
13 to recover civil penalties for Aggrieved Employees. On October 1, 2021, Plaintiff Rodriguez
14 filed a PAGA Notice with the LWDA stating an intention to seek civil penalties against
15 Defendants. The PAGA Notice alleged various violations of the Labor Code.

16 **B.** On September 24, 2021, Plaintiff Pacheco filed a putative wage-and-hour Class
17 and Representative Action Complaint in the Superior Court of California for the County of Kern,
18 Case Number NCV-21-102266 (the “Action”). Plaintiff Pacheco alleged that during the Class
19 Period, with respect to Plaintiff Pacheco and the Settlement Class Members, Defendants, *inter*
20 *alia*, failed to pay overtime and minimum wages; failed to provide complaint meal and rest
21 periods or compensation in lieu thereof; waiting time penalties; wage statement violations;
22 violated Labor Code section 2802; and engaged in unfair competition based on the alleged Labor
23 Code violations, which included Plaintiff Pacheco’s representative allegations and claims for
24 civil penalties under PAGA. Thereafter, on October 26, 2021, Plaintiff Pacheco filed a First
25 Amended Complaint adding named Plaintiff Rodriguez to the Action. On December 20, 2021,
26 Plaintiffs Pacheco and Rodriguez filed a Second Amended Complaint adding Plaintiff
27 Rodriguez’s further representative allegations and claims under PAGA.

1 **C.** Shortly after the filing of this Action, the Parties agreed to exchange formal and
2 informal discovery and attend an early mediation. Prior to mediation, Defendants agreed to
3 provide Class Counsel with, among other things: (1) all employee handbooks and wage-and-hour
4 policies in effect during the Class Period; (2) the number of current and former non-exempt
5 employees of JCC Logistics in the Class Period; (3) hire dates, re-hire dates (if applicable),
6 separation dates (if applicable), final rates of pay and job titles of each current and former non-
7 exempt employee in the Class Period; (4) a 20% samples of time and payroll record for the
8 estimated 92 Class Members; (5) exemplars of all purported written meal waivers or on-duty
9 meal period agreements (if any) in place during the Class Period and the number of employees
10 that have signed each version (if multiple versions exist); and (6) all documents pertaining to
11 Plaintiffs.

12 **D.** On September 28, 2022, the Parties participated in a mediation before Nikki Tolt,
13 Esq., a well-regarded mediator experienced in mediating complex civil disputes. The Parties did
14 not reach an agreement that day, but with the aid of the mediator's evaluation and further
15 settlement discussions through the mediator in the months that followed, the Parties reached the
16 Settlement to resolve the Action. As part of the Settlement, the Parties agreed to stipulate to
17 Plaintiffs Pacheco and Rodriguez being granted leave to file a Third Amended Complaint adding
18 Cabrera as a named plaintiff and class representative.

19 **E.** Class Counsel has conducted significant investigation of the law and facts relating
20 to the claims asserted in the Action and the PAGA Notice, and have concluded that the Settlement
21 set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class,
22 taking into account the sharply contested issues involved, the expense and time necessary to
23 litigate the Action through trial and any appeals, the risks and costs of further litigation of the
24 Action, the risk of an adverse outcome, the uncertainties of complex litigation, the information
25 learned through informal discovery regarding Plaintiffs' allegations, and the substantial benefits
26 to be received by the Settlement Class Members.

27 **F.** Defendants have concluded that, because of the substantial expense of defending
28 against the Action, the length of time necessary to resolve the issues presented herein, and the

1 inconvenience involved, and the concomitant disruption to their business operations, it is in its
2 best interest to accept the terms of this Agreement. Defendants deny each of the allegations and
3 claims asserted against it in the Action. However, Defendants nevertheless desire to settle the
4 Action for the purpose of avoiding the burden, expense and uncertainty of continuing litigation
5 and for the purpose of putting to rest the controversies engendered by the Action.

6 **G.** This Agreement is intended to and does effectuate the full, final, and complete
7 resolution of all Class Released Claims of Plaintiffs and Participating Class Members, and all
8 PAGA Released Claims of Plaintiffs and, to the extent permitted by law, of the State of California
9 and Aggrieved Employees.

10 **3. JURISDICTION**

11 The Court has jurisdiction over the Parties and the subject matter of the Action. The
12 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the
13 applicable statutes. After the Court has granted Final Approval of the Settlement and entered
14 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment
15 pursuant to California Rule of Court, rule 3.769, subdivision (h).

16 **4. STIPULATION OF CLASS CERTIFICATION**

17 The Parties stipulate to the certification of the Settlement Class under this Agreement for
18 purposes of settlement only.

19 **5. MOTIONS FOR APPROVAL OF SETTLEMENT AND AMENDMENT OF**
20 **PLEADING**

21 After full execution of this Agreement, Plaintiffs will move for an order granting
22 preliminary approval of the Settlement, approving and directing the mailing of the proposed
23 Notice of Class Action Settlement (“Class Notice”) attached hereto as **Exhibit “A”**, conditionally
24 certifying the Settlement Class for settlement purposes only, and approving the deadlines
25 proposed by the Parties for the submission of Requests for Exclusion, Workweek Disputes, and
26 Objections. If and when the Court preliminarily approves the Settlement, and after administration
27 of the Class Notice in a manner consistent with the Court’s Preliminary Approval Order,
28 Plaintiffs will move for an order finally approving the Settlement and seek entry of a Judgment

1 in line with this Settlement. If the Court does not grant Preliminary Approval or conditions
2 Preliminary Approval on any material change to this Agreement, Class Counsel and Defense
3 Counsel will expeditiously work together on behalf of the Parties, and in good faith, to modify
4 the Agreement and otherwise satisfy the Court's concerns. As part of the Settlement, the Parties
5 hereby agree to stipulate to the filing of a Third Amended Complaint to add Cabrera as a named
6 plaintiff and class representative. The Parties also agree that whether or not the Court finally
7 approves the settlement, the operative complaint in the Action shall be the Third Amended
8 Complaint.

9 **6. STATEMENT OF NO ADMISSION**

10 Defendants deny any wrongdoing of any sort and further denies any liability to Plaintiffs,
11 the Settlement Class and Aggrieved Employees with respect to any claims or allegations asserted
12 in the Action. This Agreement shall not be deemed an admission by Defendants of any claims or
13 allegations asserted in the Action. Except as set forth elsewhere herein, in the event that this
14 Agreement is not approved by the Court, or any appellate court, is terminated, or otherwise fails
15 to be enforceable, Plaintiffs will not be deemed to have waived, limited or affected in any way
16 any claims, rights or remedies, or defenses in the Action, and Defendants will not be deemed to
17 have waived, limited, or affected in any way any of its objections or defenses in the Action. The
18 Parties shall be restored to their respective positions in the Action prior to the entry of this
19 Settlement.

20 **7. RELEASE OF CLAIMS**

21 **A. Release by All Participating Class Members.**

22 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
23 of Judgment, and payment by Defendants to the Settlement Administrator of the full Gross
24 Settlement Amount and Employer's Taxes necessary to effectuate the Settlement, Plaintiffs and
25 all Participating Class Members release the Released Parties of all claims against the Released
26 Parties asserted in the Operative Complaint, or any and all claims that could have been asserted
27 against the Released Parties based on the factual allegations in the Operative Complaint,
28 including: (a) all claims for failure to pay minimum wages; (b) all claims for failure to pay

1 overtime wages; (c) all claims for failure to provide compliant meal and rest periods or
2 compensation in lieu thereof; (d) failure to timely pay all wages due upon termination or
3 resignation; (e) all claims for non-compliant wage statements; (f) failure to reimburse business
4 expenses; and (g) all claims asserted through California Business & Professions Code § 17200
5 *et seq.* arising out of the Labor Code violations referenced in the Operative Complaint (the “Class
6 Released Claims”).

7 **B. Release by All Aggrieved Employees**

8 For Aggrieved Employees, the release includes, for the duration of the PAGA Period, all
9 claims asserted in the PAGA Notice and alleged in the Operative Complaint, including all claims
10 for civil penalties under PAGA arising out of Labor Code Sections 210, 226.3, 558, 1174.5,
11 1197.1, and 2699 based on the factual allegations and Labor Code sections alleged to have been
12 violated in the PAGA Notice and Operative Complaint, which includes, without limitation, Labor
13 Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 232, 232.5, 246 *et seq.*,
14 432, 510, 512, 558.1, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 2699,
15 2802 and 2810.5 (the “PAGA Released Claims”). The Class Released Claims and PAGA
16 Released Claims shall be referred to herein as the “Released Claims”.

17 **C. Claims Not Released**

18 The releases above expressly exclude all other claims, including claims for vested
19 benefits, wrongful termination, unemployment insurance, disability, social security, workers’
20 compensation, claims arising under the Fair Employment and Housing Act and California Family
21 Rights Act, and any other claims outside of the Class Released Claims of Participating Class
22 Members, including Plaintiffs, arising during the Class Period and the PAGA Released Claims
23 of Aggrieved Employees, including Plaintiffs (and, to the extent permitted by law, the State of
24 California) arising outside of the PAGA Period.

25 **D. General Release.**

26 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
27 of Judgment and payment by Defendant to the Settlement Administrator selected of the full Gross
28 Settlement Amount and Employers’ Taxes necessary to effectuate the Settlement, in addition to

1 the Released Claims, the Named Plaintiffs make the additional following General Release:
2 Named Plaintiffs release the Released Parties from all claims, demands, rights, liabilities and
3 causes of action of every nature and description whatsoever, known or unknown, asserted or that
4 might have been asserted, whether in tort, contract, or for violation of any state or federal statute,
5 rule, law or regulation arising out of, relating to, or in connection with any act or omission of the
6 Released Parties through the date of full execution of this Agreement in connection with
7 Plaintiffs' employment with Defendant or termination thereof, except for any and all other claims
8 that may not be released as a matter of law through this Agreement. To the extent of the General
9 Release provided herein, Named Plaintiffs stipulate and agree that, upon entry of an Order
10 granting Final Approval of the Settlement, entry of Judgment and payment by Defendant to the
11 Settlement Administrator selected of the full Gross Settlement Amount and Employers' Taxes
12 necessary to effectuate the Settlement, they shall have expressly waived and relinquished, to the
13 fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the
14 California Civil Code, or any other similar provision under federal or state law, which provides:

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

20 Plaintiffs' release of claims as Participating Class Members and Aggrieved Employee, as
21 well as their General Release and Civil Code section 1542 waiver expressly excludes any release
22 or waiver for any and all claims that may be brought, have been brought, or could have been
23 brought by any Plaintiff for wrongful termination, discrimination, retaliation, harassment, failure
24 to prevent harassment or discrimination or under the Fair Employment and Housing Act and/or
25 California Family Rights Act, and related claims.

26 **8. SETTLEMENT ADMINISTRATOR**

27 Plaintiffs and Defendants, through their respective counsel, have selected ILYM Group,
28 Inc. to administer the Settlement, which includes but is not limited to translating the Class Notice
29 to Spanish, distributing and responding to inquiries about the Class Notice and calculating all

1 amounts to be paid from the Gross Settlement Amount. Charges and expenses of the Settlement
2 Administrator, currently estimated to be \$6,850.00 will be paid from the Gross Settlement
3 Amount. If the actual amount of the Settlement Administration Costs is less than \$6,850.00, the
4 difference between \$6,850.00 and the actual Settlement Administration Costs shall be a part of
5 the Net Settlement Amount. If the Settlement Administration Costs exceed \$6,850.00, then such
6 excess will be paid solely from the Gross Settlement Amount and Defendants will not be
7 responsible for paying any additional funds in order to pay these additional costs.

8 **9. NOTICE, WEEKLY PAY PERIOD DISPUTE, OBJECTION, AND EXCLUSION**
9 **PROCESS**

10 **A. Notice to the Settlement Class Members.**

11 (1) Within fifteen (15) calendar days after the Preliminary Approval Date,
12 Defendants' Counsel shall provide the Settlement Administrator, in Microsoft Excel format, with
13 information with respect to each Settlement Class Member, including his or her: (1) name, last
14 known address(es) and last known telephone number(s) currently in Defendants' possession,
15 custody, or control; (2) Social Security Number in Defendants' possession, custody, or control;
16 and (3) the hire dates, re-hire dates (if applicable) and termination dates (if applicable) for each
17 Settlement Class Member ("Class List"). The Settlement Administrator shall perform an address
18 search using the United States Postal Service National Change of Address ("NCOA") database
19 and update the addresses contained on the Class List with the newly found addresses, if any.
20 Within seven (7) calendar days of receiving the Class List from Defendants, the Settlement
21 Administrator shall mail the Class Notice in English and Spanish to the Settlement Class
22 Members via first-class regular U.S. Mail using the most current mailing address information
23 available. The Settlement Administrator shall maintain a list with names and all addresses to
24 which notice was given, and digital copies of all the Settlement Administrator's records
25 evidencing the giving of notice to any Settlement Class Member, for at least four (4) years from
26 the Final Approval Date. Such information shall be available to Class Counsel and Defendants'
27 Counsel upon request.

28 (2) The Class Notice will set forth:

- (a) the Settlement Class Member's estimated Individual Settlement Payment and Individual PAGA Payment, and the basis for each;
- (b) the information required by California Rule of Court, rule 3.766, subdivision (d);
- (c) the material terms of the Settlement;
- (d) the proposed Settlement Administration Costs;
- (e) the definition of the Settlement Class;
- (f) a statement that the Court has preliminarily approved the Settlement;
- (g) how the Settlement Class Member can obtain additional information, including contact information for Class Counsel;
- (h) information regarding opt-out and objection procedures;
- (i) the date and location of the Final Approval Hearing; and
- (j) that the Settlement Class Member must notify the Settlement Administrator no later than the Response Deadline if the Settlement Class Member disputes the accuracy of the number of Weekly Pay Periods as set forth on his or her Class Notice ("Workweek Dispute"). If a Settlement Class Member fails to timely dispute the number of Workweeks attributed to him or her in conformity with the instructions in the Class Notice, then he or she shall be deemed to have waived any objection to its accuracy and any claim to any additional settlement payment based on different data.

(3) If a Class Notice from the initial notice mailing is returned as undeliverable, the Settlement Administrator will attempt to obtain a current address for the Settlement Class Member to whom the returned Class Notice had been mailed, within five (5) calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator

1 is successful in obtaining a new address, it will re-mail the Class Notice to the Settlement Class
2 Member within three (3) business days. Further, any Class Notices that are returned to the
3 Settlement Administrator with a forwarding address before the Response Deadline shall be
4 promptly re-mailed to the forwarding address affixed thereto within three (3) business days by
5 the Settlement Administrator.

6 (4) No later than seven (7) calendar days from the Response Deadline, the
7 Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the
8 completion of the notice process, including the number of attempts to obtain valid mailing
9 addresses for and re-sending of any returned Class Notices, as well as the identities, number of,
10 and copies of all Requests for Exclusion and objections/comments received by the Settlement
11 Administrator.

12 **B. Objections.**

13 Only Participating Class Members may object or comment regarding the Settlement. In
14 order for any Settlement Class Member to object to this Settlement in writing, or any term of it,
15 he or she must do so by mailing a written objection to the Settlement Administrator at the address
16 or phone number provided on the Class Notice no later than the Response Deadline. The
17 Settlement Administrator shall email a copy of the objection forthwith to Class Counsel and
18 Defendants' counsel and attach each objection, if any, to the declaration that Class Counsel files
19 with the Court in support of the Motion for Final Approval. The objection should set forth in
20 writing: (1) the Objector's name; (2) the Objector's address; (3) the last four digits of the
21 Objector's Social Security Number; (4) the Objector's signature; (5) a statement of whether the
22 Objector plans to appear at the Final Approval Hearing; and (6) the reason(s) for the Objection,
23 along with whatever legal authority, if any, the Objector asserts in support of the Objection. If a
24 Settlement Class Member objects to the Settlement, the Settlement Class Member will remain a
25 member of the Settlement Class and if the Court approves this Agreement, the Settlement Class
26 Member will be bound by the terms of the Settlement in the same way and to the same extent as
27 a Settlement Class Member who does not object. The date of mailing of the Class Notice to the
28 objecting Settlement Class Member shall be conclusively determined according to the records of

1 the Settlement Administrator. Settlement Class Members need not object in writing to be heard
2 at the Final Approval Hearing; they may object or comment in person at the hearing at their own
3 expense. Class Counsel and Defendants' Counsel may respond to any objection lodged with the
4 Court up to five (5) court days before the Final Approval Hearing.

5 **C. Requesting Exclusion.**

6 Any Settlement Class Member may request exclusion from (*i.e.*, "opt out" of) the
7 Settlement by mailing a written request to be excluded from the Settlement ("Request for
8 Exclusion") to the Settlement Administrator, postmarked on or before the Response Deadline (or
9 the extended Response Deadline if the Class Notice is re-mailed). To be valid, a Request for
10 Exclusion must include: (1) the Class Member's name; (2) the Class Member's Social Security
11 Number; (3) the Class Member's signature; and (4) the following statement or something to its
12 effect: "Please exclude me from the Settlement Class in the *Pacheco, et al. v. JCC Logistics, Inc,*
13 *et al.* matter" or any statement standing for the proposition that the Class Member does not wish
14 to participate in the Settlement. The Settlement Administrator shall immediately provide copies
15 of all Requests for Exclusion to Class Counsel and Defendants' Counsel and shall report the
16 Requests for Exclusions that it receives, to the Court, in its declaration to be provided in advance
17 of the Final Approval Hearing. Any Settlement Class Member who requests exclusion using this
18 procedure will not be entitled to receive any payment from the Settlement and will not be bound
19 by the Settlement Agreement or have any right to object to, appeal, or comment on the
20 Settlement. Any Settlement Class Member who does not opt out of the Settlement by submitting
21 a timely and valid Request for Exclusion will be bound by all terms of the Settlement, including
22 those pertaining to the Released Claims, as well as any Judgment that may be entered by the
23 Court if Final Approval of the Settlement is granted. A Settlement Class Member cannot submit
24 both a Request for Exclusion and an objection. If a Settlement Class Member submits an
25 objection and a Request for Exclusion, the Request for Exclusion will control and the Objection
26 will be void. Settlement Class Members who worked during the PAGA Period that submit a valid
27 Request for Exclusion will still be deemed Aggrieved Employees, will still receive their
28

1 Individual PAGA Payment, and will be bound by the release encompassed in the PAGA Released
2 Claims.

3 **D. Disputes Regarding Settlement Class Members' Workweeks Data.**

4 Class Members will have an opportunity to dispute the information provided in their Class
5 Notice. To the extent Class Members dispute the number of Workweeks to which they have been
6 credited, Class Members may produce evidence to the Settlement Administrator showing that
7 such information is inaccurate. Absent evidence rebutting Defendants' records, Defendants'
8 records will be presumed determinative. However, if a Class Member produces evidence to the
9 contrary, the Settlement Administrator will evaluate the evidence submitted by the Class Member
10 and will make the final decision as to the number of Workweeks that should be applied. All such
11 disputes are to be resolved not later than ten (10) calendar days after the Response Deadline.

12 **E. Extension of Response Deadline for Remailing**

13 If a Class Member's notice is re-mailed, the Class Member shall have fifteen (15) days
14 from the re-mailing, or forty-five (45) days from the date of the initial mailing, whichever is later,
15 in which to postmark a Request for Exclusion, written Objection or to dispute their attributed
16 workweek count in the Class Period and/or PAGA Period.

17 **F. Cooperation**

18 If the Settlement Administrator, Defendants, or Class Counsel are contacted by or
19 otherwise discovers any persons who believe they should have been included in the Class Data
20 and should have received a Class Notice, the Parties will expeditiously meet and confer, and in
21 good faith in an effort to agree on whether to include them as Class Members. If the Parties
22 agree, such persons will be Class Members entitled to the same rights as other Class Members,
23 and the Settlement Administrator will send, via email or overnight delivery, a Class Notice
24 requiring them to exercise options under this Agreement not later than fifteen (15) days after
25 receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

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1 **10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL PAGA**
2 **PAYMENTS TO PARTICIPATING CLASS MEMBERS**

3 Individual Settlement Payments will be calculated and distributed to Participating Class
4 Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class
5 Members' respective number of Workweeks during the Class Period. Individual PAGA
6 Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees
7 from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective
8 number of Workweeks during the PAGA Period. Specific calculations of the Individual
9 Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as
10 follows:

11 **A.** The Settlement Administrator will determine the total number of Workweeks
12 worked by each Settlement Class Member during the Class Period ("Class Member's
13 Workweeks"), as well as the aggregate number of Workweeks worked by all Settlement Class
14 Members during the Class Period ("Class Workweeks"). Additionally, the Settlement
15 Administrator will determine the total number of Workweeks worked by each Aggrieved
16 Employee during the PAGA Period ("Aggrieved Employee's Workweeks"), as well as the
17 aggregate number of Workweeks worked by all Aggrieved Employees during the PAGA Period
18 ("PAGA Workweeks").

19 **B.** To determine each Settlement Class Member's Individual Settlement Share, the
20 Settlement Administrator will use the following formula: Individual Settlement Share =
21 (Settlement Class Member's Workweeks ÷ Class Workweeks) × Net Settlement Amount.

22 **C.** To determine each Participating Class Member's Participating Individual
23 Settlement Share, the Settlement Administrator will determine the aggregate number of
24 Workweeks worked by all Participating Class Members during the Class Period ("Participating
25 Class Workweeks") and use the following formula: Individual Settlement Share =
26 (Participating Class Member's Workweeks ÷ Participating Class Workweeks) × Net Settlement
27 Amount.
28

1 **D.** The net amount of the Participating Individual Settlement Share is to be paid out
2 to Participating Class Members by way of check and is referred to as “Individual Settlement
3 Payment(s)”.

4 **E.** To determine each Aggrieved Employee’s Individual PAGA Payment, the
5 Settlement Administrator will use the following formula: Aggrieved Employee’s Individual
6 PAGA Payment = ([Aggrieved Employee’s Workweeks ÷ PAGA Workweeks] x \$5,000.00)
7 (the “PAGA Payment”).

8 **F.** Individual Settlement Payments and Individual PAGA Payments shall be paid
9 to Participating Class Members and/or Aggrieved Employees by way of check. When a
10 Participating Class Member is also an Aggrieved Employee, one check may be issued that
11 aggregates both the Individual Settlement Payment and the Individual PAGA Payment.

12 **11. DISTRIBUTION OF PAYMENTS**

13 **A. Distribution of Individual Settlement Payments.**

14 Participating Class Members will receive an Individual Settlement Payment. All
15 Aggrieved Employees, regardless of whether they submit a valid Request for Exclusion or not,
16 will receive their Individual PAGA Payment. Individual Settlement Payment checks and
17 Individual PAGA Payment checks shall remain valid and negotiable for one hundred and eighty
18 (180) calendar days after the date of their issuance. Within seven (7) calendar days after
19 expiration of the 180-day period, checks for such payments shall be canceled and funds
20 associated with such checks shall be considered unpaid, unclaimed or abandoned cash residue
21 pursuant to Code of Civil Procedure section 384 (“Unpaid Residue”). The Unpaid Residue
22 plus accrued interest, if any, as provided in Code of Civil Procedure section 384, shall be
23 transmitted as follows: to Court Appointed Special Advocates (CASA) of Kern County for use
24 in Kern County, State of California. A partner of defense counsel’s law firm serves as a
25 volunteer member of the Board of Directors for CASA of Kern County but has no financial
26 interest in the organization. That partner is not in any way involved with this Agreement or the
27 settlement of the class action or PAGA claims. The Parties and their counsel, by signing this
28 Agreement, agree that they have no interest in the governance of the *cy pres* recipient, nor do

1 they have a conflict of interest with the *cy pres* recipient designated herein. The Settlement
2 Administrator shall prepare a report regarding the distribution plan pursuant to Code of Civil
3 Procedure section 384 and the report shall be presented to the Court by Class Counsel along
4 with a proposed amended judgment that is consistent with the provisions of Code of Civil
5 Procedure section 384.

6 **B. Funding of Settlement.**

7 Within thirty (30) days after the Final Approval Date of the Settlement, Defendants shall
8 deposit the full amount of the Gross Settlement Amount of One Hundred Ninety-Five Thousand
9 Dollars and Zero Cents (\$195,000.00) plus the employer's share of payroll taxes to the Settlement
10 Administrator in addition to Employer's Taxes pursuant to Internal Revenue Code section
11 1.468B-1 for deposit in an interest-bearing qualified settlement account ("QSA") with an FDIC
12 insured banking institution, for distribution in accordance with this Agreement and the Court's
13 orders and subject to the conditions described herein.

14 Individual Settlement Payments and Individual PAGA Payments shall be paid
15 exclusively from the QSA, pursuant to the settlement formula set forth herein. Payments from
16 the QSA shall be made for (1) the Service Awards to Plaintiffs as specified in this Agreement
17 and approved by the Court; (2) the Attorneys' Fees and Cost Award to be paid to Class Counsel,
18 as specified in this Agreement and approved by the Court; (3) the Settlement Administrator
19 Costs, as specified in this Agreement and approved by the Court; and (4) the LWDA Payment,
20 as specified in this Agreement. \$5,000 shall be allocated to payment to Aggrieved Employees
21 of Individual PAGA Payments as set forth herein. The balance and any accrued interest thereon
22 remaining shall constitute the Net Settlement Amount from which Individual Settlement
23 Payments shall be made to Participating Class Members, less applicable taxes and withholdings.
24 All interest accrued shall be for the benefit of Participating Class Members and distributed on a
25 *pro rata* basis.

26 **C. Time for Distribution.**

27 No more than seven (7) calendar days after payment of the full Gross Settlement Amount
28 by Defendants, as well as Employer Taxes, or after the Final Order and Judgment following a

1 Final Fairness and Approval hearing, whichever is later, the Settlement Administrator shall
2 distribute all payments due under the Settlement, including the Individual Settlement Payments
3 to Participating Class Members and Individual PAGA Payments to Aggrieved Employees, as
4 well as the Court-approved payments for the Service Awards to Plaintiffs, attorneys' fees and
5 litigation costs and expenses to Class Counsel, administration costs to the Settlement
6 Administrator, and the LWDA Payment to the LWDA.

7 **12. ATTORNEYS' FEES AND LITIGATION COSTS**

8 Class Counsel shall apply for, and Defendants shall not oppose, an award of attorneys'
9 fees of up to thirty-five percent (35%) of the Gross Settlement Amount, which shall amount to
10 Sixty-Eight Thousand Two Hundred Fifty Dollars and Zero Cents (\$68,250.00). Class Counsel
11 shall further apply for, and Defendants shall not oppose, an application or motion by Class
12 Counsel for reimbursement of actual costs associated with Class Counsel's prosecution of this
13 matter as set forth by declaration testimony in an amount up to Twenty-Five Thousand Dollars
14 and Zero Cents (\$25,000.00). Awards of attorneys' fees and costs shall be paid out of the Gross
15 Settlement Amount, for all past and future attorneys' fees and costs necessary to prosecute, settle,
16 and obtain Final Approval of the settlement in the Action. The "future" aspect of the amounts
17 stated herein includes, without limitation, all time and expenses expended by Class Counsel
18 (including any appeals therein), except for any matters that arise from Defendants' failure to
19 materially comply with the terms of this Agreement. There will be no additional charge of any
20 kind to either the Settlement Class Members or request for additional consideration from
21 Defendants for such work unless, in the event of a material breach of this Agreement by
22 Defendants, Plaintiffs are required to move the Court for enforcement of this Agreement. Should
23 the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less
24 than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net
25 Settlement Amount.

26 **13. SERVICE AWARDS TO PLAINTIFFS**

27 Plaintiffs shall seek, and Defendants shall not oppose, service awards for Plaintiffs in an
28 amount not to exceed Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00) each,

1 for a total of Twenty-Two Thousand Dollars and Zero Cents (\$22,500.00) to Plaintiffs, for their
2 participation in and assistance with the Action. Any Service Awards awarded to Plaintiffs shall
3 be paid from the Gross Settlement Amount and shall be reported on an IRS Form 1099. If the
4 Court approves a Service Award to Plaintiffs in less than the amounts sought herein, then the
5 unapproved portion(s) shall be a part of the Net Settlement Amount.

6 **14. TAXATION AND ALLOCATION**

7 **A.** Each Individual Settlement Share shall be allocated as follows: 20% as wages
8 (to be reported on an IRS Form W2); and 80% as interest and penalties (to be reported on an
9 IRS Form 1099). The Individual PAGA Payments to the Aggrieved Employees shall be
10 allocated entirely as penalties (to be reported on an IRS Form 1099). The Parties agree that the
11 employee's share of taxes and withholdings with respect to the wage-portion of the Individual
12 Settlement Share will be withheld from the Individual Settlement Share in order to yield the
13 Individual Settlement Payment. The amount of federal income tax withholding will be based
14 upon a flat withholding rate for supplemental wage payments in accordance with Treas. Reg.
15 § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also be made
16 pursuant to applicable state and/or local withholding codes or regulations. Forms W-2 and/or
17 Forms 1099 will be distributed by the Settlement Administrator at times and in the manner
18 required by the Internal Revenue Code of 1986 (the "Code") and consistent with this
19 Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law,
20 is changed after the date of this Agreement, the processes set forth in this Section may be
21 modified in a manner to bring Defendants into compliance with any such changes.

22 **B.** Defendants will pay the employer's share of payroll taxes as required by law
23 separate, apart and above from the Gross Settlement Amount by lodging the amount of said
24 payroll taxes with the Settlement Administrator. Any Incentive Awards approved by the Court,
25 as well as the payment of PAGA penalties, will result in the issuance of a Form 1099 to
26 Plaintiffs as class representatives, who shall assume full responsibility and liability for the
27 payment of taxes due on such award. Aside from employer-side payroll taxes owed by
28 Defendants on the Gross Settlement Amount, Defendants shall not be responsible for any tax

1 consequences for Plaintiffs or any employee or recipient of settlement funds paid as a result of
2 this settlement.

3 C. Neither Counsel for Plaintiffs nor Defendants intend anything contained in this
4 Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement
5 be relied upon as such within the meaning of United States Treasury Department Circular 230
6 (31 C.F.R. Part 10, as amended) or otherwise.

7 **15. PRIVATE ATTORNEYS' GENERAL ACT ALLOCATION**

8 The Parties agree to allocate Twenty Thousand Dollars and Zero Cents (\$20,000.00) of
9 the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five
10 percent (75%) of the amount allocated toward PAGA (\$15,000.00) will be paid to the LWDA
11 (*i.e.*, the LWDA Payment), and twenty-five percent (25%) of the amount allocated toward PAGA
12 (\$5,000.00) shall be deemed the "PAGA Payment" and distributed to Aggrieved Employees on
13 a *pro rata* basis based upon their respective Workweeks worked during the PAGA Period (*i.e.*,
14 the Individual PAGA Payments).

15 **16. COURT APPROVAL**

16 This Agreement is contingent upon an order by the Court granting Final Approval of the
17 Settlement, and that the LWDA does not intervene and/or object to the Settlement. In the event
18 it becomes impossible to secure approval of the Settlement by the Court and the LWDA, the
19 Parties shall be restored to their respective positions in the Action prior to entry of this Settlement.
20 If this Settlement Agreement is voided, not approved by the Court or approval is reversed on
21 appeal, it shall have no force or effect and no Party shall be bound by its terms except to the
22 extent: (a) the Court reserves any authority to issue any appropriate orders when denying
23 approval; and/or (b) there are any terms and conditions in this Settlement Agreement specifically
24 stated to survive the Settlement Agreement being voided or not approved, and which control in
25 such an event.

26 **17. INCREASE IN WORKWEEKS**

27 Defendants estimate, based on their calculations, that there are no more than 6,511
28 Workweeks worked during the Class Period. In the event the number of Workweeks increases

1 by more than 5%, (i.e., more than 326 Workweeks) during the Class Period, then the Class Period
2 shall end on the date the number of Workweeks during the Class Period reaches 6,837 (6,511
3 Workweeks + 326 Workweeks). The Gross Settlement Amount not change as a result of the final
4 determination of the total Workweeks worked in relation to Defendants' estimate of 6,511.

5 **18. NOTICE OF JUDGMENT**

6 In addition to any duties set out herein, the Settlement Administrator shall provide
7 notice of the Final Judgment entered in the Action by posting the same on its website for at
8 least four (4) years after the Judgment becomes final.

9 **19. MISCELLANEOUS PROVISIONS**

10 **A. No Admission of Liability, Class Certification or Representative Manageability**
11 **for Other Purposes.**

12 This Agreement represents a compromise and settlement of highly disputed claims.
13 Nothing in this Agreement is intended or should be construed as an admission by Defendants
14 that any of the allegations in the Operative Complaint have merit or that Defendants have any
15 liability for any claims asserted; not should it be intended or construed as an admission by
16 Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class
17 certification and representative treatment is for purposes of this Settlement only. If, for any
18 reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment,
19 Defendants reserve the right to contest certification of any class for any reasons, and
20 Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the
21 right to move for class certification on any grounds available and to contest Defendants'
22 defenses. The Settlement, this Agreement, and Parties' willingness to settle the Action will
23 have no bearing on, and will not be admissible in connection with, any litigation (except for
24 proceedings to enforce or effectuate the Settlement and this Agreement).

25 **B. Attorney Authorization.**

26 Class Counsel and Defense Counsel separately warrant and represent that they are
27 authorized by Class Representatives and Defendants, respectively, to take all appropriate action
28 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its

1 terms, and to execute any other documents reasonably required to effectuate the terms of this
2 Agreement including any amendments to this Agreement.

3 **C. No Prior Assignments.**

4 The Parties separately represent and warrant that they have not directly or indirectly
5 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person
6 or entity and portion of any liability, claim, demand, action, cause of action, or right released
7 and discharged by the Party in this Settlement.

8 **D. No Tax Advice.**

9 Neither Plaintiffs, Class Counsel, Defendants, nor Defense Counsel are providing any
10 advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such
11 within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
12 amended) or otherwise.

13 **E. Modification of Agreement.**

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

17 **F. Agreement Binding on Successors.**

18 This Agreement will be binding upon, and inure to the benefit of, the successors of
19 each of the Parties.

20 **G. Applicable Law.**

21 All terms and conditions of this Agreement and its exhibits will be governed by and
22 interpreted according to the internal laws of the state of California, without regard to conflict
23 of law principles.

24 **H. Cooperation in Drafting.**

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

28 / / /

1 **I. Confidentiality.**

2 To the extent permitted by law, all agreements made, and orders entered during
3 Action and in this Agreement relating to the confidentiality of information shall survive the
4 execution of this Agreement.

5 **J. Headings.**

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

8 **K. Stay of Litigation.**

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

13 **L. Interpretation of the Agreement.**

14 This Agreement constitutes the entire agreement between Plaintiffs and Defendants with
15 respect to its subject matter. Except as expressly provided herein, this Agreement has not been
16 executed in reliance upon any other written or oral representations or terms, and no such extrinsic
17 oral or written representations or terms shall modify, vary or contradict its terms. In entering
18 into this Agreement, the Parties agree that this Agreement is to be construed according to its
19 terms and may not be varied or contradicted by extrinsic evidence. The Agreement will be
20 interpreted and enforced under the laws of the State of California, both in its procedural and
21 substantive aspects, without regard to its conflict of law provisions. Any claim arising out of or
22 relating to the Agreement, or the subject matter hereof, will be resolved solely and exclusively
23 in the Superior Court of the State of California for the County of Kern, and Plaintiffs and
24 Defendants hereby consent to the personal jurisdiction of the Court in the Action over it solely
25 in connection therewith. Plaintiffs, on Plaintiffs' own behalf and on behalf of the Settlement
26 Class, and Defendants participated in the negotiation and drafting of this Agreement and had
27 available to them the advice and assistance of independent counsel. As such, neither Plaintiffs
28 nor Defendants may claim that any ambiguity in this Agreement should be construed against the

1 other. The Agreement may be modified only by a writing signed by counsel for the Parties and
2 approved by the Court.

3 **M. Further Cooperation.**

4 Plaintiffs, Defendants, and their respective attorneys shall proceed diligently to prepare
5 and execute all documents, to seek the necessary approvals from the Court, and to do all things
6 reasonably necessary to consummate the Settlement as expeditiously as possible. The Parties
7 agree that they will not take any action inconsistent with this Agreement, including, without
8 limitation, encouraging Class Members to opt out of the Settlement. In the event the Court finds
9 that any Party has taken actions inconsistent with the Settlement, including, without limitation,
10 encouraging Class Members to opt out of the Settlement, the Court may take any corrective
11 actions, including enjoining any Party from communicating regarding the Settlement on an *ex*
12 *parte* basis, issuing (a) corrective notice(s), awarding monetary, issue, evidentiary and/or
13 terminating sanctions against that Party, and/or enforcing this Agreement despite the presence of
14 opt-outs and/or objections.

15 **N. Counterparts.**

16 The Agreement may be executed in one or more actual or non-original counterparts, all
17 of which will be considered one and the same instrument and all of which will be considered
18 duplicate originals.

19 **P. Authority.**

20 Each individual signing below warrants that he or she has the authority to execute this
21 Agreement on behalf of the party for whom or which that individual signs.

22 **Q. No Third-Party Beneficiaries.**

23 Plaintiffs, Participating Class Members, Aggrieved Employees, Class Counsel, and
24 Defendants are direct beneficiaries of this Agreement, but there are no third-party beneficiaries.

25 **R. Deadlines Falling on Weekends or Holidays.**

26 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
27 or legal holiday, that deadline shall be continued until the following business day.

28 **S. Severability.**

1 In the event that one or more of the provisions contained in this Agreement shall for any
2 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
3 unenforceability shall in no way effect any other provision if Defendants' Counsel and Class
4 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed
5 as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

6 **T. Jurisdiction of the Court**

7 Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
8 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of
9 this Settlement Agreement and all orders and judgments entered in connection therewith, and the
10 Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of
11 interpreting, implementing, and enforcing the settlement embodied in this Settlement Agreement
12 and all orders and judgments entered in connection therewith
13

14 **IT IS SO AGREED:**

15 Dated: 5/11, 2024

 (May 11, 2024 09:25 PDT)

ANTHONY A. PACHECO
Plaintiff and Class Representative

17 **IT IS SO AGREED:**

18 Dated: _____, 2024

JOSUE RODRIGUEZ
Plaintiff and Class Representative

20 **IT IS SO AGREED:**

21 Dated: _____, 2024

MANUEL CABRERA
Plaintiff and Class Representative

24 **IT IS SO AGREED:**

25 Dated: _____, 204

Defendant Christina Tessaro

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2 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
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12 and all orders and judgments entered in connection therewith


13
14 **IT IS SO AGREED:**

15
16 Dated: _____, 2024

ANTHONY A. PACHECO
Plaintiff and Class Representative

17 **IT IS SO AGREED:**

18 Dated: **05/17/24**
19 _____, 2024


Josue Rodriguez (May 17, 2024 05:40 PDT)

JOSUE RODRIGUEZ
Plaintiff and Class Representative

20 **IT IS SO AGREED:**

21
22 Dated: _____, 2024

MANUEL CABRERA
Plaintiff and Class Representative

23
24 **IT IS SO AGREED:**

25
26 Dated: _____, 204

Defendant Christina Tessaro

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14 **IT IS SO AGREED:**

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16 Dated: _____, 2024

ANTHONY A. PACHECO
Plaintiff and Class Representative


17 **IT IS SO AGREED:**

18
19 Dated: _____, 2024

JOSUE RODRIGUEZ
Plaintiff and Class Representative

20 **IT IS SO AGREED:**

21
22 Dated: 6/10 _____, 2024


Manuel Cabrera (Jun 10, 2024 16:50 PDT)

MANUEL CABRERA
Plaintiff and Class Representative

23
24 **IT IS SO AGREED:**

25
26 Dated: _____, 204

Defendant Christina Tessaro

1 In the event that one or more of the provisions contained in this Agreement shall for any
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14 **IT IS SO AGREED:**

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16 Dated: _____, 2024

ANTHONY A. PACHECO
Plaintiff and Class Representative


17 **IT IS SO AGREED:**

18
19 Dated: _____, 2024

JOSUE RODRIGUEZ
Plaintiff and Class Representative

20 **IT IS SO AGREED:**

21
22 Dated: 6/10 _____, 2024



Manuel Cabrera (Jun 10, 2024 16:50 PDT)
MANUEL CABRERA
Plaintiff and Class Representative

23
24 **IT IS SO AGREED:**

25
26 Dated: _____, 204



Defendant Christina Tessaro

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14 **IT IS SO AGREED:**

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16 Dated: _____, 2024

ANTHONY A. PACHECO
Plaintiff and Class Representative

17 **IT IS SO AGREED:**

18
19 Dated: _____, 2024

JOSUE RODRIGUEZ
Plaintiff and Class Representative

20 **IT IS SO AGREED:**

21
22 Dated: _____, 2024

MANUEL CABRERA
Plaintiff and Class Representative

23
24 **IT IS SO AGREED:**

25
26 Dated: 6/6, 2024



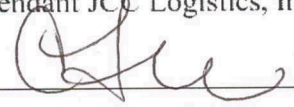
Defendant Christina Tessaro

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IT IS SO AGREED:

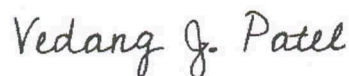
Dated: 8/28/24, 2024

Defendant JCC Logistics, Inc.


By: Christina Tessaro, President

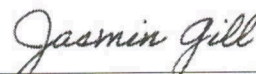
AGREED AS TO FORM ONLY:

Dated: June 25, 2024



DAVID D. BIBIYAN
VEDANG J. PATEL
Bibiyan Law Group, P.C.
**Counsel for Plaintiffs Anthony A. Pacheco,
Josue Rodriguez, Manuel Cabrera**

Dated: June 25,, 2024



JASMIN K. GILL
SACHA POMARES
J. Gill Law Group, P.C.
**Counsel for Plaintiffs Anthony A. Pacheco,
Josue Rodriguez, Manuel Cabrera**

Dated: _____, 2024

DANIEL K. KLINGENBERGER
Lebeau Thelen, LLP
**Counsel for Defendants JCC Logistics, Inc.,
and Christina Tessaro**

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IT IS SO AGREED:

Defendant JCC Logistics, Inc.

Dated: _____, 2024

By: Christina Tessaro, President

AGREED AS TO FORM ONLY:

Dated: June 25, 2024

Vedang J. Patel

DAVID D. BIBIYAN
VEDANG J. PATEL
Bibiyon Law Group, P.C.
**Counsel for Plaintiffs Anthony A. Pacheco,
Josue Rodriguez, Manuel Cabrera**

Dated: June 25,, 2024

Jasmin Gill

JASMIN K. GILL
SACHA POMARES
J. Gill Law Group, P.C.
**Counsel for Plaintiffs Anthony A. Pacheco,
Josue Rodriguez, Manuel Cabrera**

Dated: _____, 2024

DANIEL K. KLINGENBERGER
Lebeau Thelen, LLP
**Counsel for Defendants JCC Logistics, Inc.,
and Christina Tessaro**

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IT IS SO AGREED:

Defendant JCC Logistics, Inc.

Dated: _____, 2024

RYNDA JOHNSON
~~Guadalupe~~ Christina Tessaro, President
Address:
Phone Number:
Email Address:

AGREED AS TO FORM ONLY:

Dated: June 25, 2024

—

Vedang J. Patel

DAVID D. BIBIYAN
VEDANG J. PATEL
Bibiyon Law Group, P.C.
Counsel for Plaintiffs Anthony A. Pacheco,
Josue Rodriguez, Manuel Cabrera

Dated: June 25,, 2024

Jasmin Gill

JASMIN K. GILL
SACHA POMARES
J. Gill Law Group, P.C.
Counsel for Plaintiffs Anthony A. Pacheco,
Josue Rodriguez, Manuel Cabrera

Dated: 6/26, 2024

Daniel K. Klungenberger

DANIEL K. KLINGENBERGER
Lebeau Thelen, LLP
Counsel for Defendants JCC Logistics, Inc.,
and Christina Tessaro

EXHIBIT A

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND DATE
FOR FINAL APPROVAL HEARING**
Anthony Pacheco, et. al. v. JCC Logistics, Inc. et al.
(County of Kern, California Superior Court Case No. BCV-21-102266)

As an hourly, non-exempt employee who works or worked for JCC Logistics, Inc. in California, you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action Settlement because the records of JCC Logistics, Inc. and Christina Tessaro, (collectively, “Defendants”) show that you are a “Class Member” and, therefore, entitled to a payment from this class action settlement. Class Members are all hourly, non-exempt employees who work or worked for Defendants in California from September 24, 2017 through September 28, 2022 (“Class Period”).

- The settlement is to resolve a class action lawsuit, *Anthony Pacheco, et. al. v. JCC Logistics, Inc. et al.*, pending in the Superior Court of California for the County of Kern, Case Number BCV-21-102266 (the “Lawsuit”), alleging, among other things, claims for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) waiting time penalties; (6) wage statement violations; (7) failure to reimburse business expenses; and (8) engaging in unfair competition. Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiffs also seek penalties under California Labor Code Private Attorneys’ General Act (“PAGA”).
- On [REDACTED], Kern, County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendants vigorously deny the claims in the Lawsuit and contend that they fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked at any time from July 9, 2020 through the end of the Class Period ("PAGA Period") as an hourly, non-exempt employee for Defendants in California as well, then you will be deemed an “Aggrieved Employee” and you will still receive your share of the proceeds available from the settlement of the PAGA Released Claims, defined below, (your “Individual PAGA Payment”) even if you opt out of the class settlement.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

<p>OBJECT TO THE SETTLEMENT</p>	<p>If you do not opt out, you may write to the Settlement Administrator, [REDACTED], about why you object to the settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for [DATE AND TIME] in Department 17 of the Kern County Superior Court, located at 1415 Truxton Avenue, Bakersfield, California 93301.</p>
---------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held at [REDACTED] : [REDACTED] .m. on [REDACTED], in the Kern County Superior Court, located at 1415 Truxton Avenue, Bakersfield, California 93301 in Department 17. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendants' records show that you currently work, or previously worked, for Defendants as an hourly, non-exempt employee in California during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

What is This Case About?

Anthony Pacheco, Josue Rodriguez and Manuel Cabrera were hourly, non-exempt employee of Defendants. They are the "Plaintiffs" in this case and is suing on behalf of themselves and Class Members for Defendants' alleged violation of the : (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) waiting time penalties; (6) wage statement violations; (7) failure to reimburse business expenses; and (8) engaging in unfair competition.

Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiffs also seek penalties under California Labor Code Private Attorneys' General Act ("PAGA").

Defendants deny all the allegations made by Plaintiffs and deny that they have violated any law. The Court has made no ruling on the merits of Plaintiffs' claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Summary of the Settlement Terms

Plaintiffs and Defendants have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for the Gross Settlement Amount of \$195,000.00, unless increased pursuant to the Settlement Agreement. The Gross Settlement includes: (1) Administration Costs up to \$15,000.00 (2) a service award of up to \$7,500.00 each, to Anthony Sanchez, Josue Rodriguez and Manuel Cabrera, for a total of \$22,500, for their time and effort in pursuing this case; (3) up to 35% of the Gross Settlement Amount in attorneys' fees which, unless escalated pursuant to the Settlement Agreement, amounts to \$68,250.00; (4) up to \$25,000.00 in litigation costs to Class Counsel, according to proof; (5) payment allocated to PAGA penalties in the amount of \$20,000.00 of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent (75%) of the amount allocated toward PAGA, or \$15,000.00, will be paid to the LWDA and twenty-five percent (25%), or \$5,000.00, will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately not less than \$44,250.00 will be available for distribution to Class Members ("Net Settlement Amount").

Defendants estimate, based on their calculations, that there are no more than 6,511 Workweeks worked during the Class Period. In the event the number of Workweeks increases by more than 5%, (i.e., more than 326 Workweeks) during the Class Period, then the Class Period shall end on the date the number of Workweeks during the Class Period reaches 6,837 (6,511 Workweeks + 326 Workweeks). The Gross Settlement Amount not change as a result of the final determination of the total Workweeks worked in relation to Defendants' estimate of 6,511.

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of weeks worked by Class Members in non-exempt, hourly-paid positions for Defendant in California during the Class Period ("Eligible Workweeks"). Specifically, Class Members' payments will be calculated by dividing the number of Eligible Workweeks attributed to the Class Member by all Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (Individual's Eligible Workweeks ÷ total Settlement Class Eligible Workweeks) x Net Settlement Amount. In addition, individuals who were employed by Defendant during the PAGA Period will receive a *pro rata* share of the \$5,000 allocated as PAGA penalties, whether or not they opt out, based on the number of workweeks worked by each Aggrieved Employee between July 9, 2020 through the end of the Class Period (i.e., the PAGA Period).

Defendant's records indicate that you worked [Eligible Workweeks] Workweeks as an hourly, non-exempt employee in California during the Class Period and [Eligible Workweeks] Workweeks during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment as a Aggrieved Employee would be [\$Estimated Award].

Tax Reporting

Payments to Class Members as PAGA Payments shall be designated as penalties. All other payments to Class Members from the Net Settlement Amount shall be designated 20% as wages and 80% as penalties and interest. The Settlement Administrator will be responsible for issuing a form W-2 to each Class Member for the amount each receives for unpaid "wages" and any IRS Form 1099s required by law. This notice is not intended to provide legal or tax advice on your Settlement Share.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Your check will be valid for 180 days after issuance. Within seven (7) calendar days after expiration of the 180-day period, checks for such payments shall be canceled and funds associated with such checks shall be considered unpaid, unclaimed or abandoned cash residue pursuant to Code of Civil Procedure section 384 (“Unpaid Residue”). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil Procedure section 384, shall be transmitted as follows: to Court Appointed Special Advocates (CASA) of Kern County for use in Kern County, State of California.

Your Options Under the Settlement

Option 1 – *Do Nothing and Receive Your Payment*

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all “Released Claims” he or she may have or had upon final approval of this Settlement and payment by Defendant to the Settlement Administrator.

Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by Defendants to the Settlement Administrator of the full Gross Settlement Amount and Employer’s Taxes necessary to effectuate the Settlement, Plaintiffs and all Participating Class Members release the Released Parties of all claims against the Released Parties asserted in the Operative Complaint, or any and all claims that could have been asserted against the Released Parties based on the factual allegations in the Operative Complaint, including: (a) all claims for failure to pay minimum wages; (b) all claims for failure to pay overtime wages; (c) all claims for failure to provide compliant meal and rest periods or compensation in lieu thereof; (d) failure to timely pay all wages due upon termination or resignation; (e) all claims for non-compliant wage statements; (f) failure to reimburse business expenses; and (g) all claims asserted through California Business & Professions Code § 17200 *et seq.* arising out of the Labor Code violations referenced in the Operative Complaint (the “Class Released Claims (the “Class Released Claims”).

For Aggrieved Employees, the release includes, for the duration of the PAGA Period, all claims asserted in the PAGA Notice and alleged in the Operative Complaint, including all claims for civil penalties under PAGA arising out of Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 based on the factual allegations and Labor Code sections alleged to have been violated in the PAGA Notice and Operative Complaint, which includes, without limitation, Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 232, 232.5, 246 *et seq.*, 432, 510, 512, 558.1, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 2699, 2802 and 2810.5 (the “PAGA Released Claims”).

“Released Parties” Defendants and former Cross-Defendant Jonathan Cunningham, as well as each of Defendants’ past, present, and future respective affiliates, parents, subsidiaries, predecessors, successors, divisions, joint ventures and assigns, and Defendants’ past or present parent corporations, subsidiaries, divisions, affiliates, related entities, partners, shareholders, members, directors, officers, employees, principals, agents, representatives, insurers, co-insurers, re-insurers, predecessors, successors, assigns, attorneys, and personal or

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

legal representatives.

Option 2 – Opt Out of the Settlement

In order to opt out of the Settlement, the Class Member must timely submit by mail, an opt-request request to the Settlement Administrator by the Response Deadline. The opt-out request should state the Class Member's name, address, Social Security Number, telephone number, and signature, and any statement standing for the proposition that you do not wish to participate in the settlement, or the following statement: "Please exclude me from the Settlement Class in the *Anthony Pacheco, et. al. v. JCC Logistics, Inc. et al.* matter." Sign, date, and mail your written request for exclusion to the address below.

[Settlement Agreement]

[Mailing Address]

Your written request for exclusion must be mailed to the Administrator not later than [RESPONSE DEADLINE].

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

Option 3 – Submit an Objection to the Settlement

If you wish to object to the Settlement, you may submit an objection in writing by mail, stating why you object to the Settlement. Your written objection must provide your name, address, the last four digits of your Social Security Number, your signature, a statement of whether you plan to appear at the Final Approval Hearing, and a statement of the reason(s), along with whatever legal authority, if any, why you believe that the Court should not approve the Settlement. Your written objection must be mailed to the Administrator no later than [RESPONSE DEADLINE]. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Even if you don't submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court.

Final Approval Hearing

You may, if you wish, appear at the Final Approval Hearing set for [REDACTED] at [REDACTED]:[REDACTED] .m. in the Department 17 of the Kern County Superior Court, located at 1415 Truxton Avenue, Bakersfield, California 93301, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video at [REDACTED]. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at [PHONE NUMBER] or Class Counsel, whose information appears below:

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Los Angeles, California 90071

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You may also visit the Settlement Administrator's website at [WEBSITE] to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Department 17 of the Kern County Superior Court, located at 1415 Truxton Avenue, Bakersfield, California 93301, during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.kern.courts.ca.gov/online-services/case-information-search>.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
DEFENDANTS, OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.**

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

EXHIBIT 2

J. GILL LAW GROUP
ATTORNEYS AT LAW

Jasmin K. Gill
Attorney at Law
J. Gill Law Group, P.C.
515 S. Flower St., Suite 1800
Los Angeles, CA 90071

Writer's Direct: 310.728.2137
Writer's Email: jasmin@jkgilllaw.com

July 9, 2021

PAGA NOTICE FILED ELECTRONICALLY

Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
<https://dir.tfaforms.net/128>

Re: *Notice Letter of Anthony A. Pacheco on Behalf of Himself and
Aggrieved Employees Under California Labor section 2699.3*

Employers:	JCC Logistics, Inc. Attn: Chrissi Tessaro 6801 Meany Ave. Bakersfield, CA 93308	Christy Cunningham 6801 Meany Ave. Bakersfield, CA 93308
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JCC Logistics Worldwide Corporation Attn: Chrissi Tessaro 14925 Mooresville Place Bakersfield, CA 93314	Christina Tessaro P.O. Box 9232 Bakersfield, CA 93389
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JCC Logistics, Inc.
Attn: Chrissi Tessaro
15842 Calistoga Avenue
Bakersfield, CA 93314

To Whom It May Concern:

This letter shall constitute notice under Labor Code section 2699.3 (hereinafter "PAGA Notice"). The \$75 filing fee for the PAGA Notice was paid online by credit card at the time this PAGA Notice was submitted online to the Department of Industrial Relations.

This PAGA Notice concerns Anthony A. Pacheco's ("Employee") employment with each of Employee's former employers: JCC Logistics, Inc., JCC Logistics Worldwide Corporation, Christy Cunningham and/or Christina Tessaro (collectively, "Employers"). Employee was employed as a non-exempt employee of Employers, with duties that included, but were not limited to, answering telephone calls, setting up loads for drivers and clients, working in the yard, unloading shipments or deliveries and doing pricings from approximately October of 2016 through approximately October of 2020. In connection with the alleged claims for failure to comply with Labor Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 246, *et seq.*, Labor Code section 2802, restraints on competition, whistleblowing and freedom of speech, Employee seeks to represent all employees of Employers. With all other claims mentioned herein, Employee seeks to represent only non-exempt employees of Employers.

Employee and other aggrieved employees are covered by Labor Code section 510 and applicable Wage Orders. Employee is informed and believes, and based thereon alleges, that Employers had and have a policy or practice of requiring its employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek without paying them proper overtime wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employers' control due to long lines for clocking in, to remain on-call at all hours of the day, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make or respond to telephone calls, emails and/or text messages off the clock or drive off the clock, to go through security screenings and/or temperature checks off the clock; failing to pay employees for travel time that is required for work; failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, and other forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; failing to pay for all training time; detrimental rounding of employee time entries, editing and/or manipulation of time entries to show less hours than actually worked, and for paying straight pay instead of overtime pay to the detriment of Employee and other aggrieved employees. Consequently, Employee is informed and believes, and based thereon alleges, that Employers violated Labor Code sections 510, 1194, and applicable Wage Orders based on its practice of providing total compensation that is less than the required legal overtime compensation for the overtime worked, entitling Employee and other aggrieved employees to damages under these sections, and Labor Code section 558.1. Employers would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges, that Employers had and have a practice or policy of failing to compensate Employee and other aggrieved employees with minimum wages for all hours worked or otherwise under Employers' control as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by

requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employers' control due to long lines for clocking in, to remain on-call at all hours of the day, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make or respond to telephone calls, emails and/or text messages off the clock or drive off the clock, to go through security screenings and/or temperature checks off the clock; failing to pay employees for travel time that is required for work; failing to pay for all training time; detrimental rounding of employee time entries; editing and/or manipulation of time entries to show less hours than actually worked; failing to pay reporting time pay; and failing to pay split shift premiums. In addition, Employee and other aggrieved employees were required to report to work, and did report, but were not put to work and/or were furnished less than half their usual or scheduled day's work without being paid for half the usual or scheduled work at their regular rate of pay. As such, Employee is informed and believes, and based thereon alleges, that Employers violated, without limitation, Labor Code sections 221, 223, 1197, 1182, 12, applicable California Code of Regulations sections, and applicable Wage Orders based on its continued failure to pay minimum wages for all hours worked, entitling Employee and other aggrieved employees to actual and liquidated damages under, without limitation, Labor Code sections 558.1, 1194 and 1194.2. Employers would also be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699.

Employee is informed and believes, and based thereon alleges, that Employers had and have a policy or practice of compelling its employees to work in excess of five (5) and ten (10) hours per day without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof including, without limitation: by interrupting meal periods; not providing timely meal periods; failing to provide first and second meal periods; providing short meal periods; requiring that employees carry cellular telephones, radios or walkie-talkies during meal periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods that could not be auto-deducted by law or during which employees worked. Consequently, Employee is informed and believes, and based thereon alleges, that Employers violated Labor Code section 512, entitling Employee and other aggrieved employees to premium payments under Labor Code sections 226.7 and 558.1. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant meal periods. Employers would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant meal periods, as well as for failing to provide premium pay under Labor Code section 226.7.

Employee is informed and believes, and based thereon alleges, that Employers maintains policies or practices of compelling its non-exempt employees, including, without limitation, Employee, to work over four-hour periods (or major fractions thereof) without authorizing and permitting Employee and other aggrieved employees to take uninterrupted, timely, and complete ten-minute rest periods in which the employees are completely relieved of all of their duties, including, without limitation: by failing to provide rest periods all together; requiring that they be

bundled together and/or with meal periods; interrupting them; requiring that employees carry cellular telephones, radios or walkie-talkies during rest periods; not providing them in a timely fashion; and not permitting employees to leave the premises; and otherwise requiring on-duty/on-call rest periods. As such, Employee is informed and believes, and based thereon alleges, that Employee and other aggrieved employees are entitled to relief under, without limitation, Labor Code sections 226.7 and 558.1. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant rest periods. Employers would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant rest periods, as well as for failing to provide premium pay under Labor Code section 226.7.

In addition to the above, Employee is informed and believes, and based thereon alleges that Employers failed and continue to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under Labor Code section 1174, making it difficult for Employee and other aggrieved employees to calculate their unpaid wages and/or premium payments. Employers also failed to provide these documents to Employee and other aggrieved employees upon request. This would entitle Employee and other aggrieved employees to penalties prescribed by Labor Code sections 226 and 1198.5. Employers would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, and 2699.

As a result of, among other things, Employers' herein-described policy or practice of failing to: accurately record time; failing to pay overtime and minimum wages; provide meal periods; provide rest periods; and provide compensation in lieu of meal or rest periods; as described above, Employee is informed and believes, and based thereon alleges, that Employers also intentionally failed and continues to fail to furnish aggrieved employees, including, without limitation, Employee, with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; all deductions; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; the legal name and address of employment; and other such information as required by Labor Code section 226, subdivision (a). Specifically, Employers intentionally failed to furnish employees with itemized wage statements that accurately reflect the hours worked by Mr. Pacheco's and other aggrieved employees and the rates of pay at which they were or should have been paid, thus resulting in a failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, since Employers would have failed to comply with Labor Code section 226, subdivision (a), Employee and other aggrieved employees would be entitled to recover penalties under, without limitation, Labor Code sections 226, subdivision (e) and 558.1. Employers would also be liable for civil penalties pursuant to Labor Code sections 226.3, 558, and 2699.

Employee is informed and believes, and based thereon alleges, that Employers also failed and refused, and continue to fail and refuse, to timely pay compensation to Employee and other terminated or resigned employees, including but not limited to, all overtime wages owed; all

minimum wages owed; and all premium pay owed as set out above. Consequently, Employers would be liable for waiting time penalties for having violated California Labor Code sections 201, 202, 203 and 558.1. Employers would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is further informed and believes, and based thereon alleges that Employers failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employee and other aggrieved employees with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employers, the name of the employer(s), including any “doing business as” names used, the name, address and telephone number of the workers’ compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employers under Labor Code section 2810.5. Employee is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Employers to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Among other relief, employees may collect from Employers in connection with these violations’ civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employers also failed and refused, and continues to fail and refuse, to reimburse employees, including, without limitation, Employee and other aggrieved employees, with all of their costs incurred for driving personal vehicles (*i.e.*, mileage and gas), purchasing uniforms, separately laundering mandatory uniforms, for the purchase of tools and safety equipment, including, without limitation, steel toe boots, and for the purchase and maintenance of cellular phones and cellular phone plans, in direct consequence of the discharge of their duties, or of their obedience to the directions of Employers, as required by Labor Code section 2802, and other statutory and common law offenses. As a result, Employers are liable to reimburse Employee and other aggrieved employees for all of these costs incurred in furtherance of work duties. In addition, Employers would be liable for civil penalties pursuant to Labor Code sections 558, 558.1, and 2699.

Employee is further informed and believes, and based thereon alleges, that Employers has or had a policy or practice of failing to provide Employee and other aggrieved employees with the amount of paid sick leave required to be provided pursuant to California and local laws (including, without limitation, Labor Code section 246, *et seq.*). Employee is further informed and believes that Employers also did not permit its use upon request by Employee and other aggrieved employees as contemplated under California and local laws. As such, Employers would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employers had and have a policy or practice of failing to pay aggrieved employees their paid time off and vacation time owed upon separation of employment as wages at their final rate of pay in violation of Labor Code

section 227.3 and applicable Wage Orders. As such, Employers would be liable for civil penalties for violation of Labor Code section 227.3 under Labor Code section 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employers had and have a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor Code Section 204, which requires that: “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month.” Employee is informed and believes and based thereon alleges that Employers did not and do not pay Employee and other aggrieved employees in accordance with Labor Code Section 204. As such, Employee is informed and believes, and based thereon alleges that Employers violated Labor Code section 204. Employers would be liable for civil penalties pursuant to Labor Code sections 210, 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employers had and have a policy or practice of failing to provide all working employees with suitable seats when the nature of the work reasonably permits the use of seats. Employee is further informed and believes, and based thereon alleges that Employers has failed to place an adequate number of seats in reasonable proximity to the work area and/or permitted employees to use such seats when it does not interfere with the performance of their duties when employees are not engaged in the active duties of their employment and the nature of their work requires standing.

Employee is informed and believes, and based thereon alleges that Employers had and have a policy or practice of preventing Employee and/or other aggrieved employees from using or disclosing the skills, knowledge and experience they obtained at Employers for purposes of competing with Employers, including, without limitation, preventing Employees from disclosing their wages in negotiating a new job with a prospective Employers, and from disclosing who else works at Employers and under what circumstances that they might be receptive to an offer from a rival Employers. As such, Employee is informed and believes that this violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k). Employers would be liable for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges that Employers had and have a policy or practice of preventing Employee and/or other aggrieved employees from disclosing violations of state and federal law, either within Employers to their managers or outside Employers to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. In addition, Employee is informed and believes that these policies and/or practices prevent Employee and/or other aggrieved employees from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code sections 232 and 232.5. These violations of the Labor Code would expose Employers to liability for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges that Employers had and have a policy or practice of preventing Employee and/or other aggrieved employees from engaging in lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5, subdivision (k). Employee is informed and believes that this lawful conduct includes the exercise of Employee and/or other aggrieved employee's constitutional rights of freedom of speech and economic liberty and would thus expose Employers to liability for civil penalties pursuant to Labor Code section 2699.

Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employee may immediately thereafter file a civil complaint against Employers to allege causes of action for civil penalties under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Very truly yours,

J. GILL LAW GROUP, P.C.



Jasmin K. Gill

cc: JCC Logistics, Inc. (via U.S. Certified Mail, Return Receipt Requested)
JCC Logistics Worldwide Corporation (via U.S. Certified Mail, Return Receipt Requested)
Christina Tessaro (via U.S. Certified Mail, Return Receipt Requested)
Christy Cunningham (via U.S. Certified Mail, Return Receipt Requested)

J. GILL LAW GROUP
ATTORNEYS AT LAW

Jasmin K. Gill
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515 S. Flower St., Suite 1800
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Writer's Direct: 310.728.2137
Writer's Email: jasmin@jkgilllaw.com

October 1, 2021

PAGA NOTICE FILED ELECTRONICALLY

Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
<https://dir.tfaforms.net/128>

Re: *Notice Letter of Josue Rodriguez on Behalf of Himself and
Aggrieved Employees Under California Labor section 2699.3*

Employers:	JCC Logistics, Inc. Attn: Chrissi Tessaro 6801 Meany Ave. Bakersfield, CA 93308	Christy Cunningham 6801 Meany Ave. Bakersfield, CA 93308
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JCC Logistics Worldwide Corporation Attn: Chrissi Tessaro 14925 Mooresville Place Bakersfield, CA 93314	Christina Tessaro P.O. Box 9232 Bakersfield, CA 93389
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JCC Logistics, Inc.
Attn: Chrissi Tessaro
15842 Calistoga Avenue
Bakersfield, CA 93314

To Whom It May Concern:

This letter shall constitute notice under Labor Code section 2699.3 (hereinafter "PAGA Notice"). The \$75 filing fee for the PAGA Notice was paid online by credit card at the time this PAGA Notice was submitted online to the Department of Industrial Relations.

This PAGA Notice concerns Josue Rodriguez's ("Employee") employment with each of Employee's former employers: JCC Logistics, Inc., JCC Logistics Worldwide Corporation, Christy Cunningham and/or Christina Tessaro (collectively, "Employers"). Employee was employed as a non-exempt employee of Employers, with duties that included, but were not limited to, answering telephone calls, setting up loads for drivers and clients, working in the yard, unloading shipments or deliveries and doing pricings from approximately June of 2016 through approximately October of 2020. In connection with the alleged claims for failure to comply with Labor Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 246, *et seq.*, Labor Code section 2802, restraints on competition, whistleblowing and freedom of speech, Employee seeks to represent all employees of Employers. With all other claims mentioned herein, Employee seeks to represent only non-exempt employees of Employers.

Employee and other aggrieved employees are covered by Labor Code section 510 and applicable Wage Orders. Employee is informed and believes, and based thereon alleges, that Employers had and have a policy or practice of requiring its employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek without paying them proper overtime wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employers' control due to long lines for clocking in, to remain on-call at all hours of the day, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make or respond to telephone calls, emails and/or text messages off the clock or drive off the clock, to go through security screenings and/or temperature checks off the clock; failing to pay employees for travel time that is required for work; failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, and other forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; failing to pay for all training time; detrimental rounding of employee time entries, editing and/or manipulation of time entries to show less hours than actually worked, and for paying straight pay instead of overtime pay to the detriment of Employee and other aggrieved employees. Consequently, Employee is informed and believes, and based thereon alleges, that Employers violated Labor Code sections 510, 1194, and applicable Wage Orders based on its practice of providing total compensation that is less than the required legal overtime compensation for the overtime worked, entitling Employee and other aggrieved employees to damages under these sections, and Labor Code section 558.1. Employers would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges, that Employers had and have a practice or policy of failing to compensate Employee and other aggrieved employees with minimum wages for all hours worked or otherwise under Employers' control as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by

requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employers' control due to long lines for clocking in, to remain on-call at all hours of the day, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make or respond to telephone calls, emails and/or text messages off the clock or drive off the clock, to go through security screenings and/or temperature checks off the clock; failing to pay employees for travel time that is required for work; failing to pay for all training time; detrimental rounding of employee time entries; editing and/or manipulation of time entries to show less hours than actually worked; failing to pay reporting time pay; and failing to pay split shift premiums. In addition, Employee and other aggrieved employees were required to report to work, and did report, but were not put to work and/or were furnished less than half their usual or scheduled day's work without being paid for half the usual or scheduled work at their regular rate of pay. As such, Employee is informed and believes, and based thereon alleges, that Employers violated, without limitation, Labor Code sections 221, 223, 1197, 1182, 12, applicable California Code of Regulations sections, and applicable Wage Orders based on its continued failure to pay minimum wages for all hours worked, entitling Employee and other aggrieved employees to actual and liquidated damages under, without limitation, Labor Code sections 558.1, 1194 and 1194.2. Employers would also be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699.

Employee is informed and believes, and based thereon alleges, that Employers had and have a policy or practice of compelling its employees to work in excess of five (5) and ten (10) hours per day without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof including, without limitation: by interrupting meal periods; not providing timely meal periods; failing to provide first and second meal periods; providing short meal periods; requiring that employees carry cellular telephones, radios or walkie-talkies during meal periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods that could not be auto-deducted by law or during which employees worked. Consequently, Employee is informed and believes, and based thereon alleges, that Employers violated Labor Code section 512, entitling Employee and other aggrieved employees to premium payments under Labor Code sections 226.7 and 558.1. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant meal periods. Employers would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant meal periods, as well as for failing to provide premium pay under Labor Code section 226.7.

Employee is informed and believes, and based thereon alleges, that Employers maintains policies or practices of compelling its non-exempt employees, including, without limitation, Employee, to work over four-hour periods (or major fractions thereof) without authorizing and permitting Employee and other aggrieved employees to take uninterrupted, timely, and complete ten-minute rest periods in which the employees are completely relieved of all of their duties, including, without limitation: by failing to provide rest periods all together; requiring that they be

bundled together and/or with meal periods; interrupting them; requiring that employees carry cellular telephones, radios or walkie-talkies during rest periods; not providing them in a timely fashion; and not permitting employees to leave the premises; and otherwise requiring on-duty/on-call rest periods. As such, Employee is informed and believes, and based thereon alleges, that Employee and other aggrieved employees are entitled to relief under, without limitation, Labor Code sections 226.7 and 558.1. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant rest periods. Employers would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant rest periods, as well as for failing to provide premium pay under Labor Code section 226.7.

In addition to the above, Employee is informed and believes, and based thereon alleges that Employers failed and continue to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under Labor Code section 1174, making it difficult for Employee and other aggrieved employees to calculate their unpaid wages and/or premium payments. Employers also failed to provide these documents to Employee and other aggrieved employees upon request. This would entitle Employee and other aggrieved employees to penalties prescribed by Labor Code sections 226 and 1198.5. Employers would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, and 2699.

As a result of, among other things, Employers' herein-described policy or practice of failing to: accurately record time; failing to pay overtime and minimum wages; provide meal periods; provide rest periods; and provide compensation in lieu of meal or rest periods; as described above, Employee is informed and believes, and based thereon alleges, that Employers also intentionally failed and continues to fail to furnish aggrieved employees, including, without limitation, Employee, with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; all deductions; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; the legal name and address of employment; and other such information as required by Labor Code section 226, subdivision (a). Specifically, Employers intentionally failed to furnish employees with itemized wage statements that accurately reflect the hours worked by Mr. Rodriguez's and other aggrieved employees and the rates of pay at which they were or should have been paid, thus resulting in a failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, since Employers would have failed to comply with Labor Code section 226, subdivision (a), Employee and other aggrieved employees would be entitled to recover penalties under, without limitation, Labor Code sections 226, subdivision (e) and 558.1. Employers would also be liable for civil penalties pursuant to Labor Code sections 226.3, 558, and 2699.

Employee is informed and believes, and based thereon alleges, that Employers also failed and refused, and continue to fail and refuse, to timely pay compensation to Employee and other terminated or resigned employees, including but not limited to, all overtime wages owed; all

minimum wages owed; and all premium pay owed as set out above. Consequently, Employers would be liable for waiting time penalties for having violated California Labor Code sections 201, 202, 203 and 558.1. Employers would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is further informed and believes, and based thereon alleges that Employers failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employee and other aggrieved employees with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employers, the name of the employer(s), including any “doing business as” names used, the name, address and telephone number of the workers’ compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employers under Labor Code section 2810.5. Employee is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Employers to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Among other relief, employees may collect from Employers in connection with these violations’ civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employers also failed and refused, and continues to fail and refuse, to reimburse employees, including, without limitation, Employee and other aggrieved employees, with all of their costs incurred for driving personal vehicles (*i.e.*, mileage and gas), purchasing uniforms, separately laundering mandatory uniforms, for the purchase of tools and safety equipment, including, without limitation, steel toe boots, and for the purchase and maintenance of cellular phones and cellular phone plans, in direct consequence of the discharge of their duties, or of their obedience to the directions of Employers, as required by Labor Code section 2802, and other statutory and common law offenses. As a result, Employers are liable to reimburse Employee and other aggrieved employees for all of these costs incurred in furtherance of work duties. In addition, Employers would be liable for civil penalties pursuant to Labor Code sections 558, 558.1, and 2699.

Employee is further informed and believes, and based thereon alleges, that Employers has or had a policy or practice of failing to provide Employee and other aggrieved employees with the amount of paid sick leave required to be provided pursuant to California and local laws (including, without limitation, Labor Code section 246, *et seq.*). Employee is further informed and believes that Employers also did not permit its use upon request by Employee and other aggrieved employees as contemplated under California and local laws. As such, Employers would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employers had and have a policy or practice of failing to pay aggrieved employees their paid time off and vacation time owed upon separation of employment as wages at their final rate of pay in violation of Labor Code

section 227.3 and applicable Wage Orders. As such, Employers would be liable for civil penalties for violation of Labor Code section 227.3 under Labor Code section 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employers had and have a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor Code Section 204, which requires that: “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month.” Employee is informed and believes and based thereon alleges that Employers did not and do not pay Employee and other aggrieved employees in accordance with Labor Code Section 204. As such, Employee is informed and believes, and based thereon alleges that Employers violated Labor Code section 204. Employers would be liable for civil penalties pursuant to Labor Code sections 210, 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employers had and have a policy or practice of failing to provide all working employees with suitable seats when the nature of the work reasonably permits the use of seats. Employee is further informed and believes, and based thereon alleges that Employers has failed to place an adequate number of seats in reasonable proximity to the work area and/or permitted employees to use such seats when it does not interfere with the performance of their duties when employees are not engaged in the active duties of their employment and the nature of their work requires standing.

Employee is informed and believes, and based thereon alleges that Employers had and have a policy or practice of preventing Employee and/or other aggrieved employees from using or disclosing the skills, knowledge and experience they obtained at Employers for purposes of competing with Employers, including, without limitation, preventing Employees from disclosing their wages in negotiating a new job with a prospective Employers, and from disclosing who else works at Employers and under what circumstances that they might be receptive to an offer from a rival Employers. As such, Employee is informed and believes that this violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k). Employers would be liable for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges that Employers had and have a policy or practice of preventing Employee and/or other aggrieved employees from disclosing violations of state and federal law, either within Employers to their managers or outside Employers to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. In addition, Employee is informed and believes that these policies and/or practices prevent Employee and/or other aggrieved employees from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code sections 232 and 232.5. These violations of the Labor Code would expose Employers to liability for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges that Employers had and have a policy or practice of preventing Employee and/or other aggrieved employees from engaging in lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5, subdivision (k). Employee is informed and believes that this lawful conduct includes the exercise of Employee and/or other aggrieved employee's constitutional rights of freedom of speech and economic liberty and would thus expose Employers to liability for civil penalties pursuant to Labor Code section 2699.

Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employee may immediately thereafter file a civil complaint against Employers to allege causes of action for civil penalties under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Very truly yours,

J. GILL LAW GROUP, P.C.



Jasmin K. Gill

cc: JCC Logistics, Inc. (via U.S. Certified Mail, Return Receipt Requested)
JCC Logistics Worldwide Corporation (via U.S. Certified Mail, Return Receipt Requested)
Christina Tessaro (via U.S. Certified Mail, Return Receipt Requested)
Christy Cunningham (via U.S. Certified Mail, Return Receipt Requested)

EXHIBIT 3

Jasmin Gill <jasmin@jkgilllaw.com>

Thank you for your Proposed Settlement Submission

1 message

DIR PAGA Unit <no-reply@formassembly.com>
To: jasmin@jkgilllaw.com

Thu, Oct 31, 2024 at 1:55 PM

10/31/2024 01:54:57 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.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Thank you. If you provided an email address with your submission, a confirmation regarding your submission will be emailed to you. Otherwise, you can search for the case to verify that your submission was properly received.

[Click Here](#) to Search Case

Jasmin Gill <jasmin@jkgilllaw.com>

Thank you for your Proposed Settlement Submission

DIR PAGA Unit <no-reply@formassembly.com>
To: jasmin@jkgilllaw.com

Thu, Oct 31, 2024 at 2:02 PM

10/31/2024 02:01:45 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.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Thank you. If you provided an email address with your submission, a confirmation regarding your submission will be emailed to you. Otherwise, you can search for the case to verify that your submission was properly received.

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