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22 Attorneys for Plaintiff
23 MARIA RODAS

24 UNITED STATES DISTRICT COURT
25 CENTRAL DISTRICT OF CALIFORNIA

26 MARIA RODAS, individually and on
27 behalf of other persons similarly
28 situated,

Plaintiff,

vs.

FLYING FOOD GROUP, LLC; and
DOES 1 through 10.

Defendants.

Case No. 2:19-cv-00436-AB-GJSx

CLASS ACTION

**STIPULATION REGARDING CLASS
ACTION SETTLEMENT AND
RELEASE OF CLAIMS**

24 Maria Rodas (“Rodas”), the plaintiff in this action, Carina Alfaro (“Alfaro”), the
25 plaintiff in Case No. 2:21-cv-08920-AB-GJSx, and Defendant Flying Food Group, LLC
26 (“Defendant”), enter into the following Stipulation Regarding Class Action Settlement
27 and Release of Claims.

1 **STIPULATION**

2 **A. DEFINITIONS**

3 1. "Alfaro Action" means the civil action pending in the United States District
4 Court, Central District of California, titled *Carina Alfaro v. Flying Food Group, LLC*,
5 Case No. 2:21-cv-08920-AB-GJSx.

6 2. "Class Counsel" means Gregory N. Karasik with Karasik Law Firm, Sahag
7 Majarian with Law Offices of Sahag Majarian, II, and Kane Moon with Moon Law Group,
8 PC.

9 3. "Class" and "Class Members" mean all persons who, at any time between
10 January 1, 2017 and November 9, 2023, worked for Flying Food Group, LLC as an hourly
11 employee in the State of California.

12 4. "Class Representatives" and "Plaintiffs" means Maria Rodas and Carina
13 Alfaro.

14 5. "Court" means the United States District Court, Central District of
15 California.

16 6. "Defendant" means Flying Food Group, LLC.

17 7. The "Effective Date" means the latest of the following: (a) if no Class
18 Member makes an objection to the Settlement, the date the Court grants final approval to
19 the Settlement; (b) if a Class Member objects to the Settlement, the later of: (i) the date
20 the Court grants final approval to the Settlement if the objection is dismissed or withdrawn
21 prior thereto; (ii) the date for seeking appellate review of the Court's final approval of the
22 Settlement has passed without a timely request for review; (iii) a Class Member's appeal
23 from the Court's final approval of the Settlement has been voluntarily dismissed; or (iv)
24 the Ninth Circuit Court of Appeals or the United States Supreme Court has rendered a
25 final judgment on a Class Member's appeal affirming the Court's final approval of the
26 Settlement without material modification.

1 8. Plaintiffs' "Fees Motion" means the motion for an award of attorney's fees,
2 costs and Service Payments to be made by Plaintiffs in connection with Plaintiffs' motion
3 for final approval of the Settlement.

4 9. "Gross Settlement Amount" means the amount of One Million Two
5 Hundred Thousand Dollars (\$1,200,000) to be paid by Defendant pursuant to this
6 Settlement for the following: 1) up to \$27,000 for the cost of settlement administration;
7 2) the amount of attorney's fees and litigation costs awarded to Class Counsel; 3) the
8 amount of Service Payments awarded to Plaintiffs; and 4) settlement benefits to Class
9 Members who do not exclude themselves from the Settlement. The Gross Settlement
10 Amount does not include the employer's share of payroll taxes on the portion of
11 settlement payments from the Net Settlement Amount allocated to wages, which
12 Defendant shall pay separately from the Gross Settlement Amount to be administered by
13 the Settlement Administrator.

14 10. "Net Settlement Amount" means the portion of the Gross Settlement
15 Amount remaining after deductions are made for the cost of settlement administration,
16 the amount of attorney's fees and litigation costs awarded to Class Counsel, and the
17 amount of Service Payments awarded to Plaintiffs.

18 11. "Notice" means the Notice of Class Action Settlement, substantially in the
19 form attached as Exhibit A, to be mailed out by the Settlement Administrator to Class
20 Members.

21 12. "Parties" means Plaintiff and Defendants.

22 13. "Release Period" and "Class Period" mean the period from January 1, 2017,
23 to November 9, 2023.

24 14. "Rodas Action" means the civil action pending in the United States District
25 Court, Central District of California, titled *Maria Rodas v. Flying Food Group, LLC*, Case
26 No. 2:21-cv-00436-AB-GJSx.

1 15. “Settlement” or “Agreement” means this Stipulation Regarding Class Action
2 Settlement and Release of Claims.

3 16. “Settlement Administrator” means Atticus Administration (who was
4 selected by counsel for the Parties after they received responses to multiple bids), and
5 who for a fee of up to \$27,000 will: (i) conduct address traces to locate Class Members
6 as necessary; (ii) prepare and mail the Notice of Class Action Settlement; (iii) track
7 requests for exclusion; (iv) respond to Class Member inquiries; (v) distribute all payments
8 required by the Settlement; (vi) make tax reports in connection with the Settlement; and
9 (vii) perform any other duties necessary for administration of the Settlement.

10 17. “Shift Pay Subclass” shall mean all persons who worked for Defendant as
11 an hourly employee who received shift pay at any time when they worked at: 1) the LAV
12 facility between November 30, 2017 and March 8, 2019; 2) the LAX or LAP facility
13 between November 30, 2017 and March 3, 2019; or 3) the SFO facility at any time
14 between November 30, 2017 and May 17, 2019.

15 18. “Shift Pay Subclass Period” shall mean: 1) between November 30, 2017 and
16 March 8, 2019 for persons who worked at the LAV facility; 2) between November 30,
17 2017 and March 3, 2019 for persons who worked at the LAX or LAP facility; and 3)
18 between November 30, 2017 and May 17, 2019 for persons who worked at the SFO
19 facility.

20 **B. SUMMARY OF PROCEDURAL HISTORY**

21 1. Plaintiff Rodas filed a complaint against Defendant in state court on
22 November 20, 2019. In her complaint, Plaintiff asserts class action claims against
23 Defendant for failure to pay minimum wages as a result of allegedly uneven rounding
24 practices, failure to pay overtime wages as a result of allegedly uneven rounding practices,
25 failure to pay overtime wages as a result of not calculating correctly the regular rate of
26 pay of employees who received shift pay, failure to provide accurate wage statements to
27 employees who were not paid all wages owed to them, failure to indicate on wage
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1 statements to employees who received shift pay the number of hours worked or the hourly
2 rate of pay with respect to their shift pay, and failure to pay all wages owed to employees
3 upon termination. Following service of the complaint, Defendant timely removed the
4 Rodas Action to federal court.

5 2. At the outset of the Rodas Action, Rodas and Defendant agreed to suspend
6 discovery pending an early mediation. Rodas and Defendant then participated in a
7 mediation before Eugene Moscovitch on January 15, 2020. Prior to that mediation,
8 Defendant provided Rodas informally with data about the number of Class Members, the
9 number of workweeks worked by Class Members, and their rates of pay, so that Rodas
10 could intelligently calculate Defendant's potential liability. Although they did not reach
11 agreement on the material terms of a class action settlement at that mediation, Rodas and
12 Defendant continued to engage in settlement discussions thereafter.

13 3. At a meeting between their counsel on February 13, 2020, Rodas and
14 Defendant agreed to participate in a settlement conference before a Magistrate Judge and
15 further agreed that the time for responding to the written discovery propounded by Rodas
16 would remain suspended pending the settlement conference with a Magistrate Judge. In
17 light of these agreements, Rodas and Defendant stipulated to a continuance of the trial
18 and related dates which the Court approved on February 20, 2020.

19 4. Before Rodas and Defendant arranged for a settlement conference, the
20 coronavirus pandemic struck. Because Defendant is in the business of preparing meals
21 to be served on airplanes, the severe disruption to the airline industry caused by the
22 pandemic resulted in a significant decrease in Defendant's business and left Defendant in
23 the position of being unable to fund or negotiate a settlement. As a result of the
24 uncertainty about when or to what extent airline travel would resume to a level that
25 allowed Defendant to operate its business to pre-pandemic levels and fund a settlement,
26 Rodas and Defendant on several occasions stipulated to further extensions of the trial and
27 related dates and the Court approved those stipulations.

1 5. Eventually, Rodas and Defendant participated in a settlement conference
2 before the Honorable Gail J. Standish on January 6, 2022. After that settlement
3 conference, which did not result in a settlement, they participated in a second settlement
4 conference before Judge Standish on May 6, 2022, which also failed to result in a
5 settlement. In connection with those settlement conferences, Defendant provided Rodas
6 with updated data regarding the number of class members and the number of workweeks
7 worked by class members. Defendant also provided Rodas with numerous documents
8 regarding Defendant's financial condition, according to which Defendant was continuing
9 to lose money and had a negative net worth (i.e., its assets were less than its liabilities).

10 6. In the midst of the efforts of Rodas and Defendant to negotiate a settlement,
11 Alfaro filed a complaint against Defendant in state court on October 6, 2021, and
12 Defendant timely removed the Alfaro Action to federal court. On January 14, 2022,
13 Alfaro filed a Private Attorney Generals Act action in state court (the "PAGA-only
14 Action"), which after Defendant filed a Motion to Dismiss and/or Stay that case due to
15 the Rodas Action Alfaro dismissed the PAGA-Only action and filed a First Amended
16 Complaint in federal court on May 6, 2022, consolidating the class and PAGA claims. In
17 her action against Defendant, Alfaro asserts claims for failure to pay minimum wages as
18 a result of not paying wages for all hours worked, failure to pay overtime compensation
19 as a result of not paying for all hours worked, failure to provide meal periods, failure to
20 permit rest breaks, failure to indemnify for business expenses, failure to provide accurate
21 wage statements, unfair business practices, and civil claims under PAGA.

22 7. After the unsuccessful settlement conference with Judge Standish on May 6,
23 2022, Rodas re-served her written discovery against Defendant. Rodas and Defendant
24 subsequently agreed to suspend that discovery pending another settlement conference.
25 Since Judge Standish had unexpectedly become unavailable, that settlement conference
26 was ultimately held before the Honorable Alexander F. MacKinnon on May 23, 2023.

1 8. Prior to the settlement conference on May 23, 2023, Rodas and Alfaro
2 entered into a Joint Prosecution and Fee Sharing Agreement and the goal of the Parties at
3 the settlement conference before Judge MacKinnon was to reach a global settlement that
4 would result in a release of all claims asserted in both the Rodas Action and the Alfaro
5 Action. Prior to the settlement conference, Defendant provided Plaintiffs with updated
6 numbers about the number of class members and workweeks worked covering all classes
7 brought in both the Rodas and Alfaro actions.

8 9. The settlement conference on May 23, 2023, did not result in a settlement,
9 largely due to the obstacles posed by Defendant's financial condition and the magnitude
10 of the combined and overlapping claims and penalties sought in the Rodas and Alfaro
11 Actions. The Parties then agreed to a new framework for a potential settlement. The
12 Parties agreed to pursue a settlement which would result in Alfaro becoming an additional
13 named plaintiff in the Rodas Action, which allowed for expanded class definitions, and,
14 upon final approval of a settlement of the Rodas Action, dismissal of the Alfaro Action
15 without prejudice, due to the inclusion of the Alfaro claimants into the Rodas Action.
16 Once the Parties reached agreement on this new framework, they arranged for a mediation
17 to be held before mediator Jeffrey Fuchsman, an experienced employment class action
18 litigator, on November 9, 2023.

19 10. At the mediation on November 9, 2023, the Parties spent a full day engaged
20 in arms-length bargaining without reaching an agreement. After an impasse was reached,
21 the mediator made a "mediator's proposal" regarding the principal terms of a class action
22 settlement. The Parties accepted the mediator's proposal on November 10, 2023. After
23 reaching agreement on those principal terms, the Parties engaged in further negotiations
24 regarding settlement details, including the maximum amounts of attorney's fees, costs
25 and service payments to be sought by Plaintiffs, which ultimately culminated in the
26 execution of this Agreement.

1 11. The Parties agree that stipulation to this Agreement is for settlement
2 purposes only and if, for any reason, the Agreement is not approved, this Agreement will
3 be of no force or effect. In such event, nothing in the Agreement shall be used or
4 construed by or against any party as a determination, admission, or concession of any
5 issue of law or fact in the Action; and the Parties do not waive, and instead expressly
6 reserve, their respective rights with respect to the prosecution and defense of this Action
7 as if this Agreement never existed.

8 **C. TERMS OF SETTLEMENT**

9 1. Gross Settlement Amount: Defendant shall pay the Gross Settlement
10 Amount of One Million Two Hundred Thousand Dollars (\$1,200,000) to pay for the
11 following: 1) up to \$27,000 for the cost of settlement administration; 2) the amount of
12 attorney's fees and litigation costs awarded to Class Counsel; 3) the amount of Service
13 Payments awarded to Plaintiff; and the 4) settlement benefits to Class Members who do
14 not exclude themselves from the Settlement. The Gross Settlement Amount does not
15 include the employer's share of payroll taxes on the portion of settlement payments from
16 the Net Settlement Amount allocated to wages, which Defendant shall pay separately
17 from the Gross Settlement Amount.

18 2. Attorney's Fees, Expenses and Costs: Defendant will not oppose Class
19 Counsel's application to the Court for an award of up to Three Hundred Thousand Dollars
20 (\$300,000) in attorney's fees (25% of the Gross Settlement Amount), or for an award of
21 up to Twenty Thousand Dollars (\$20,000) for litigation costs and expenses, to compensate
22 Class Counsel for the work already performed in this case and all work remaining to be
23 performed in documenting the Settlement, securing Court approval of the Settlement, and
24 ensuring that the Settlement is fairly administered and implemented. The Settlement
25 Administrator will issue to Class Counsel a Form 1099 with respect to their award of
26 attorneys' fees and costs.

1 3. Service Payments to Class Representatives: Defendant will not oppose the
2 request of Rodas for an award of up to Nine Thousand Dollars (\$9,000), or the request of
3 Alfaro for an award of up to Five Thousand Dollars (\$5,000) for their service as Class
4 Representatives (“Service Payments”) in addition to any payment they may otherwise
5 receive as a Class Member. The Settlement Administrator will issue to Plaintiffs a Form
6 1099 for their Service Payments.

7 4. Distribution to Class Members: The Net Settlement Amount shall be
8 distributed as follows:

9 a. 37.5% of the Net Settlement Amount shall be allocated to all Class Members
10 the “Class Member Payment”). Each Class Member who does not request exclusion from
11 the Settlement will receive a pro rata share of the Class Member Payment based on the
12 number of workweeks worked for Defendant during the Class Period.

13 b. 62.5% of the Net Settlement Amount shall be allocated to the members of
14 the Shift Pay Subclass (the “Shift Pay Subclass Payment”). Each member of the Shift
15 Pay Subclass who does not request exclusion from the Settlement will receive a pro rata
16 share of the Shift Pay Subclass Payment based on the number of workweeks worked for
17 Defendant during the Shift Pay Subclass Period.

18 5. Non-Reversionary; Cy Pres: The settlement is completely non-reversionary
19 and the entire Net Settlement Amount shall be distributed to Class Members who do not
20 exclude themselves from the Settlement. In the event settlement checks issued to Class
21 Members are not cashed or deposited within 90 days after mailing, the checks shall
22 become null and void and any funds remaining from such uncashed checks shall be
23 donated to the cy pres beneficiary CASA/GAL.

24 6. Tax Allocation of Class Member Distributions: The Parties agree that 25%
25 of the Class Member Payment shall be allocated to wages. The Settlement Administrator
26 shall be responsible for issuing Class Members who receive a portion of the Net
27 Settlement Amount a Form W-2 with respect to the portion of settlement benefits
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1 allocated to wages and, to the extent required by law, a Form 1099 with respect to the
2 remaining portion of settlement benefits distributed.

3 7. Funding and Distribution Dates: Notwithstanding Defendant's right to
4 deposit a portion of the Settlement Amount and/or tax allocation in advance, within 7
5 calendar days after the Effective Date, the Settlement Administrator shall notify
6 Defendant of the total amount of funds needed for making all payments required under
7 the Settlement and Defendant shall remit the specified amount of funds to the Settlement
8 Administrator within thirty (30) calendar days after receiving notification of the amount
9 from the Settlement Administrator. The Settlement Administrator shall make all
10 payments required under the Settlement as soon as practicable after receipt of the
11 settlement funds from Defendant (but each distribution shall be made no later than 10
12 days after receipt of the settlement funds).

13 **D. NOTICE, EXCLUSION AND OBJECTION PROCEDURES**

14 1. Within fifteen (15) calendar days following the Court's entry of an Order
15 Granting Preliminary Approval of the Settlement, Defendant shall provide to the
16 Settlement Administrator a database or spreadsheet listing the name, last known home
17 address, and social security number for each Class Member (the "Class List"). The Class
18 List shall indicate how many workweeks the Class Members worked for Defendant during
19 the Class Period and how many workweeks members of the Shift Pay Subclass worked
20 for Defendant during the Shift Pay Subclass Period.

21 2. Within ten (10) calendar days after receiving the Class List from Defendant,
22 the Settlement Administrator shall send a Notice to each Class Member by first class mail
23 in the form attached as Exhibit A. The Notice shall be provided in both English and
24 Spanish. The Settlement Administrator shall provide a copy of the Class List, including
25 each class member's estimated payment amount, to Class Counsel to use to assist in the
26 administration of the Settlement.

1 3. The Settlement Administrator shall use reasonable standard skip tracing
2 devices as necessary to verify the accuracy of all addresses before the initial mailing date
3 to ensure that the Notice is sent to all Class Members at the addresses most likely to result
4 in immediate receipt of those documents. With respect to any returned Notices, the
5 Settlement Administrator shall use reasonable diligence to obtain a current address and
6 re-mail to such address within 5 calendar days after notification that a Notice was
7 returned.

8 4. Class Members shall have forty-five (45) calendar days from the initial
9 mailing of the Notice by the Settlement Administrator to request exclusion from the
10 Settlement by submitting a request in writing to the Settlement Administrator, signed by
11 the Class Member, to be excluded from the Settlement. If disputes about the validity or
12 timeliness of any request for exclusion arise, the Parties shall meet and confer. If the
13 Parties cannot resolve the dispute, the Court shall make a final and binding determination
14 as to whether the request for exclusion shall be deemed valid.

15 5. Class Members who submit a timely and valid request for exclusion will not
16 be bound by the release provisions of the Settlement and will not be entitled to receive
17 any settlement benefits under the Settlement.

18 6. Class Members shall have forty-five (45) calendar days from the initial
19 mailing of the Notice by the Settlement Administrator to submit any objections to the
20 Settlement and advise of their desire to appear at the Final Fairness Hearing. The Class
21 Notice shall include specific instructions to Class Members for submitting objections to
22 the Settlement, which must be sent in writing to the Settlement Administrator.

23 7. Class Members shall have as much time as directed by the Court from the
24 initial mailing of the Notice by the Settlement Administrator to submit any objections to
25 the motion for an award of attorney's fees and costs to be submitted by Plaintiffs in
26 connection with Plaintiffs' motion for final approval of the Settlement. The Class Notice
27 shall include specific instructions to Class Members for reviewing Plaintiffs' motion for
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1 an award of attorney's fees and costs in connection with final approval of the Settlement
2 and submitting objections to Plaintiffs' motion for an award of fees and costs, which must
3 be sent in writing to the Settlement Administrator

4 **E. RELEASE OF CLAIMS**

5 1. Class Members' Released Claims: Each Class Member who does not submit
6 a timely and valid request for exclusion shall, upon the Effective Date, be deemed to have
7 released any and all claims against Defendant and any of its former and present parent,
8 subsidiary, and affiliated corporations; their officers, directors, employees, partners,
9 shareholders and agents; and any other successors, assigns, or legal representatives
10 ("Released Parties"), from any and all claims, rights, demands, liabilities and causes of
11 action that Class Members have had, now have, or may have in the future against the
12 Released Parties based on any acts or omissions occurring during the Release Period that
13 were pled in the Complaint or First Amended Complaint in the Rodas Action or could
14 have been pled based on the factual allegations in the Complaint or First Amended
15 Complaint in the Rodas Action. This Release encompasses all claims, to the extent based
16 on facts alleged in the Complaint or the First Amended Complaint in the Rodas Action,
17 reasonably related to the allegations in the Complaint or First Amended Complaint in the
18 Rodas Action including claims for unpaid wages and penalties under Labor Code sections
19 226 and 203, interest, costs and attorney's fees.

20 2. Additional Attorney's Fees Released by Class Counsel: In consideration for
21 an award of attorney's fees and costs in accordance with this Settlement, Class Counsel
22 waive all claims to any further attorney's fees and costs in connection with the Action.

23 3. Release by Class Representative: In exchange for receipt of Service
24 Payments, Class Representatives agree to a general release of all claims, including a
25 waiver of the protections provided in Civil Code § 1542, which provides:

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

3 **F. COURT APPROVAL**

4 1. Plaintiffs shall promptly move the Court for the entry of an Order Granting
5 Preliminary Approval of the Settlement.

6 2. In connection with their motion for preliminary approval of the Settlement,
7 Plaintiffs shall request leave to file a First Amended Complaint, in the form attached
8 hereto as Exhibit B, which adds Alfaro as a named plaintiff in the Rodas Action and
9 makes other changes to the Complaint in the Rodas Action consistent with facts learned
10 by Rodas during the pendency of this lawsuit and the scope of the Settlement. Plaintiffs
11 shall further request the Court to order, in connection with granting preliminary approval
12 of the Settlement, that: 1) Defendant need not file an Answer to the First Amended
13 Complaint in the Rodas Action; 2) during the pendency of settlement approval
14 proceedings, the Alfaro Action shall be stayed; and 3) in the event the Court does not
15 grant final approval of the Settlement, the First Amended Complaint shall be deemed
16 withdrawn and the stay of the Alfaro Action shall be lifted.

17 3. In accordance with the Court's Order Granting Preliminary Approval of the
18 Settlement, Plaintiffs, after the Settlement Administrator has mailed the Notice to Class
19 Members and the time for Class Members to request exclusion from or make an objection
20 to the Settlement has expired, shall move the Court for the entry of an Order Granting
21 Final Approval of the Settlement.

22 4. In connection with their motion for final approval of the Settlement,
23 Plaintiffs shall the request the Court to order that, upon the Settlement becoming effective,
24 the Rodas Action shall be dismissed with prejudice and the Alfaro Action shall be
25 dismissed without prejudice, with each party to bear their respective costs in accordance
26 with the terms of this Settlement.

1 5. In accordance with the Court's Order Granting Preliminary Approval of the
2 Settlement, Plaintiffs shall file a Fees Motion prior to the deadline for Class Members to
3 request exclusion or make an objection to the Settlement so that Class Members may have
4 a reasonable amount of time (as determined by the Court) to make an objection to
5 Plaintiffs' Fees Motion.

6 6. This Settlement shall not take effect until the Court has entered an order
7 granting final approval of the Settlement and that order has become final after any
8 objections to the Settlement or any appeals from the order granting final approval of the
9 Settlement have been resolved. If for any reason this Settlement is materially modified
10 on appeal, then this Settlement will become null and void, no payment under this
11 Settlement will be made, and the Settlement shall not be used nor be admissible in any
12 subsequent proceeding either in this Court or in any other Court or forum.

13 7. The Parties agree to waive appeals from the Court's order granting final
14 approval of the Settlement with the following exceptions: (1) the Parties may appeal if
15 the Court materially modifies the Settlement; and (2) Plaintiffs may appeal if the Court
16 awards attorney's fees, costs or Service Payments in an amount less than requested by
17 Plaintiffs. Any appeal with respect to the amount of attorney's fees, costs or Service
18 Payments shall not affect the finality of the Settlement in any other regard or delay the
19 payment of settlement benefits to Class Members or the payment of settlement
20 administration costs to the Settlement Administrator.

21 **G. MISCELLANEOUS**

22 1. The respective signatories to the Settlement represent that they are fully
23 authorized to enter into this Settlement and bind the respective Parties to its terms and
24 conditions.

25 2. The Parties agree to cooperate fully with each other to accomplish the terms
26 of this Settlement, including but not limited to, execution of such documents and to take
27 such other action as may reasonably be necessary to implement the terms of the
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1 Settlement. The Parties shall use their best efforts, including all efforts contemplated by
2 this Settlement and any other efforts that may become necessary by order of the Court, or
3 otherwise, to effectuate the terms of this Settlement.

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

8 4. Nothing contained in this Settlement shall be construed or deemed an
9 admission of liability, culpability, negligence, or wrongdoing on the part of Defendant
10 and Defendant deny any such liability. Each of the Parties has entered into this Settlement
11 with the intention to avoid further disputes and litigation with the attendant inconvenience
12 and expenses. This Settlement is a settlement document and shall be inadmissible in
13 evidence in any proceeding, except an action or proceeding to approve, interpret, or
14 enforce its terms.

15 5. This Settlement may be executed in counterparts, and when each party has
16 signed at least one such counterpart, each counterpart shall be deemed an original, and,
17 when taken together with other signed counterparts, shall constitute execution of the
18 Settlement, which shall be binding upon and effective as to all Parties.

19 6. Until the filing of a motion for preliminary approval, the terms of the
20 Settlement shall remain confidential and any remarks about this settlement shall be
21 limited to a statement to the effect that the Parties have reached a settlement in principle
22 subject to court approval. This confidentiality clause extends to the Parties' use of social
23 media people often use to communicate during their daily lives, such as X (formerly
24 known as Twitter), Facebook, My Space, blogs and the like. This confidentiality clause,
25 however, shall not operate to restrict the ability of Class Counsel to communicate with
26 any Class Member about the fact or terms of this Settlement.

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IT IS SO AGREED.

Plaintiffs

Dated: January 9, 2024

DocuSigned by:
carina alfaro
F416362202FF4DD

Carina Alfaro

Dated: January __, 2024

Maria Rodas

Defendant

Dated: January __, 2024

Mark V. Noffke
For Flying Food Group, LLC

APPROVED AS TO FORM

Dated: January __, 2024

KARASIK LAW FIRM
Gregory N. Karasik

By: _____

Gregory N. Karasik
Attorneys for Plaintiffs

Dated: January __, 2024

CONKLE, KREMER & ENGEL, PLC
John A. Conkle
Amanda R. Washton

By: _____

John A. Conkle
Amanda R. Washton
Attorneys for Defendant

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IT IS SO AGREED.

Plaintiffs

Dated: January __, 2024

Carina Alfaro

Dated: January ¹²__, 2024

DocuSigned by:

E9272168DC7343D

Maria Rodas

Defendant


Dated: January __, 2024

Mark V. Noffke
For Flying Food Group, LLC

APPROVED AS TO FORM

Dated: January ¹⁵__, 2024

KARASIK LAW FIRM
Gregory N. Karasik

By: 

Gregory N. Karasik
Attorneys for Plaintiffs

Dated: January __, 2024

CONKLE, KREMER & ENGEL, PLC
John A. Conkle
Amanda R. Washton

By: _____
John A. Conkle
Amanda R. Washton
Attorneys for Defendant

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IT IS SO AGREED.

Plaintiffs

Dated: January __, 2024


Carina Alfaro

Dated: January __, 2024

Maria Rodas

Defendant

Dated: January 9, 2024



Mark V. Noffke
For Flying Food Group, LLC

APPROVED AS TO FORM


Dated: January __, 2024

KARASIK LAW FIRM
Gregory N. Karasik

By: _____
Gregory N. Karasik
Attorneys for Plaintiffs

Dated: January 10, 2024

CONKLE, KREMER & ENGEL, PLC
John A. Conkle
Amanda R. Washton

By: 

John A. Conkle
Amanda R. Washton
Attorneys for Defendant

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Maria Rodas v. Flying Food Group, LLC.

United States District Court, Central District of California, Case No. 2:19-cv-00436-AB.

This Notice provides important information about a proposed settlement (the “Settlement”) in the above-referenced class action lawsuit (the “Lawsuit” or “Rodas Action”) brought by Maria Rodas (“Plaintiff”) against Flying Food Group, LLC (“Defendant”) and your rights to participate in or exclude yourself from the Settlement.

A. Summary Of Plaintiff’s Claims

In the Lawsuit, Plaintiff seeks unpaid wages, statutory penalties and civil penalties on behalf of persons who worked as hourly employees for Defendant in California. Plaintiff principally contends that Defendant failed to pay hourly employees all the minimum and overtime wages owed to them as a result of uneven rounding practices; Defendant failed to pay hourly employees who received shift pay all the overtime wages owed to them because Defendant failed to factor shift pay into the regular rate of pay; Defendant failed to provide hourly employees with accurate wage statements because they were not paid all wages due; Defendant failed to provide hourly employees who received shift pay with wage statements indicating the rate of pay or number of hours worked with respect to their shift pay; and Defendant failed to pay all the wages owed to hourly employees upon the termination of their employment. Defendant denies any liability or wrongdoing of any kind but has agreed to settle the Lawsuit to avoid additional expense, inconvenience and distraction. The Court has not decided whether or not Defendant violated any laws or whether Plaintiff or any other persons are entitled to any damages or other relief.

B. Why You Are Receiving This Notice

On [date], 2024, the United States District Court, Central District of California (the “Court”) preliminarily approved the Settlement on behalf of a class comprised of all persons who, at any time between January 1, 2017 and November 9, 2023 (the “Class Period”), worked for Defendant as an hourly employee in the state of California. The Class includes a “Shift Pay Subclass” which is comprised of all persons who worked for Defendant as an hourly employee who received shift pay at any time when they worked at: 1) the LAV facility between November 30, 2017 and March 8, 2019; 2) the LAX or LAP facility between November 30, 2017 and March 3, 2019; or 3) the SFO facility at any time between November 30, 2017 and May 17, 2019. There are approximately 4,337 persons in the Class and approximately 708 persons in the Shift Pay Subclass. Pursuant to the Court’s preliminary approval order, a First Amended Complaint will be filed in the Lawsuit that adds Carina Alfaro, who had previously filed a separate class action lawsuit asserting similar claims against Defendant, as a named plaintiff and class representative in the Rodas Action. According to the records of Defendant, you are a member of the Class. Because you are a member of the Class, you have the right to participate in, object to, or exclude yourself from the Settlement. This letter explains your legal rights and options with respect to the Settlement.

C. The Terms Of The Settlement

Defendant has agreed to pay the Gross Settlement Amount of One Million Two Hundred Thousand Dollars (\$1,200,000) in exchange for a release of the claims asserted by Plaintiff and members of the Class in the Lawsuit. Payments to be made from the Gross Settlement Amount include a Service Payment of up to Nine Thousand Dollars (\$9,000) to Plaintiff Rodas, and a Service Payment for up to \$5,000 for Plaintiff Alfaro, for their work and risk in bringing lawsuits against Defendant; up to Twenty-Seven Thousand Dollars (\$27,000) for settlement administration expenses; up to Three Hundred Thousand (\$300,000) for Plaintiff's attorney's fees; and up to Twenty Thousand Dollars (\$20,000) for Plaintiff's attorney's costs. The Gross Settlement Amount does not include the employer's share of payroll taxes on the portion of settlement benefits allocated to wages, which Defendants shall pay separately from the Gross Settlement Amount. It is estimated that, after deducting expenses from the Gross Settlement Amount, the Net Settlement Amount of approximately Nine Hundred Thousand Dollars (\$839,000) will be available for distribution to members of the Class as follows:

a. 37.5% of the Net Settlement Amount shall be allocated to all Class Members (the "Class Member Payment"). Each Class Member who does not request exclusion from the Settlement will receive a pro rata share of the Class Member Payment based on the number of workweeks worked for Defendant during the Class Period.

b. 62.5% of the Net Settlement Amount shall be allocated to the members of the Shift Pay Subclass (the "Shift Pay Subclass Payment"). Each member of the Shift Pay Subclass who does not request exclusion from the Settlement will receive a pro rata share of the Shift Pay Subclass Payment based on the number of workweeks worked for Defendant during the Shift Pay Subclass Period.

D. Your Options

1. Participate in the Settlement

To receive your share of settlement benefits you do not need to do anything as all Class Members who do not exclude themselves from the Settlement will automatically receive payment of their share of the settlement benefits.

Based on the records of Defendant, you worked as a Class Member for Defendant [number] workweeks during the Class Period [and you worked as member of the Shift Pay Subclass for Defendant [number] of workweeks during the Shift Pay Subclass Period]. Based on the number of workweeks you worked for Defendant as a Class Member [and a member of the Shift Pay Subclass], your estimated gross payment (before tax deductions) is \$ _____.

If you dispute the number of workweeks you worked for Defendant as a Class Member [or as a member of the Shift Pay Subclass], you may send the Settlement Administrator information, including any documents to support your claim, about the correct number of workweeks. Such information must be sent by [date] by regular mail or e-mail to the Settlement Administrator at the following address: _____.

Depending on the Court's Final Approval Order, the actual amount you will receive after the Court grants final approval of the Settlement may vary from the above estimated amount.

It is your responsibility to keep a current address on file with the Settlement Administrator as the Settlement Administrator will mail your payments to the address it has on file for you. So if you move, please provide the Settlement Administrator your new address. You may provide the Settlement Administrator your new address by e-mail or regular mail. You may also contact Class Counsel (listed below) and provide them your new address and they will forward it to the Settlement Administrator.

2. Object to the Settlement

As long as you do not exclude yourself from the Settlement, you have the right to object to the Settlement. The objection must be sent by [date] by regular mail or e-mail to the Settlement Administrator at the following address: _____. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or by entering an appearance through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

3. Exclude Yourself from the Settlement

If you wish to exclude yourself from the Settlement, you must submit a written request for exclusion. The request for exclusion must be sent by [date] by regular mail or e-mail to the Settlement Administrator at the following address: _____.

The Request for Exclusion must contain (i) the name of this Lawsuit; (ii) your full name; (iii) the words "Request for Exclusion" at the top of the document; and (iv) the following statement: "I wish to opt out of the Settlement in the case *Rodas v. Flying Food Group, LLC.*, United States District Court, Central District of California, Case No. 2:19-cv-00436-AB." The Court will exclude from the class any member who requests exclusion.

If you exclude yourself from the Settlement, you will not be entitled to recover any settlement benefits or object to the Settlement, but you will retain the right to bring any claims you have or believe you have against Defendant. If you do not exclude yourself from the Settlement, you will upon final approval of the Settlement be bound by the release of claims described below and lose the right to sue Defendant for any of the claims asserted against Defendant in the Lawsuit or that could have been asserted based on the facts alleged in the Lawsuit.

E. Release of Claims

Unless you exclude yourself from the Settlement, upon final approval of the Settlement by the Court you will be deemed to have given up your right to sue and have released any and all claims against Defendant and any of its former and present parent, subsidiary, and affiliated corporations; their officers, directors, employees, partners, shareholders and agents; and any other successors, assigns, or legal representatives ("Released Parties"), from any and all claims, rights, demands, liabilities and causes of action that Class Members have had, now have, or may have in the future against the Released Parties based on any acts or omissions occurring during

the Release Period that were pled in the Complaint or First Amended Complaint in the Rodas Action or could have been pled based on the factual allegations in the Complaint or First Amended Complaint in the Rodas Action. This Release encompasses all claims, to the extent based on facts alleged in the Complaint or the First Amended Complaint in the Rodas Action, reasonably related to the allegations in the Complaint or First Amended Complaint in the Rodas Action including claims for unpaid wages and penalties under Labor Code sections 226 and 203, interest, costs and attorney's fees.

F. Final Fairness Hearing

The Court has scheduled a Final Fairness Hearing for _____, 2024 at 10:00 a.m. in Courtroom 7B of the United States Courthouse, 350 West First Street, Los Angeles, CA. At the Final Fairness Hearing, the Court will decide whether or not to grant final approval to the Settlement. At the Final Fairness Hearing the Court will also rule on the motion by Plaintiffs for an award of attorney's fees, costs and a service payment to Plaintiffs (the "Fee Motion"). Plaintiffs will file their Fees Motion no later than _____ and the Fees Motion shall be available for review at the Court which is located at 350 West First Street, Los Angeles, CA, through the Court's PACER system at <http://www.cacd.uscourts.gov/cm-ecf> and on the Settlement Administrator's website at <https://www.atticusadmin.com/class-action-cases/>. You need not attend the Final Fairness Hearing but, if you object to the Settlement you have the right to attend the Final Fairness Hearing and address the Court. You also have the right to retain an attorney, at your own expense, to speak on your behalf.

G. Where to Get More Information

If you want more information about the Lawsuit or the Settlement, you can contact the Settlement Administrator by mail, e-mail or telephone. The contact information for the Settlement Administrator is _____

You can also contact the lead attorney for the Class listed below or any other advisor of your choice.

Gregory N. Karasik
Karasik Law Firm
16021 Aiglon St
Pacific Palisades, CA 90272
Tel. (310) 463-9761
greg@karasiklawfirm.com

You can also view and obtain copies of Lawsuit related documents in the Court's file by going to the clerk's office located at 350 West First Street, Los Angeles, CA or viewing them through the Court's PACER system at <http://www.cacd.uscourts.gov/cm-ecf> or on the Settlement Administrator's website at <https://www.atticusadmin.com/class-action-cases/>.

**DO NOT CONTACT THE COURT OR THE COURT CLERK'S OFFICE TO
INQUIRE ABOUT THIS SETTLEMENT**

EXHIBIT B

1 Gregory N. Karasik (SBN 115834)
2 **Karasik Law Firm**
3 16021 Aiglon St.
4 Pacific Palisades, CA 90272
5 Tel (310) 454-2178
6 Fax (310) 943-2582
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11 18250 Ventura Blvd.
12 Tarzana, California 91356
13 Tel (818) 609-0807
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18 1055 West Seventh Street, Suite 1880
19 Los Angeles, California 90017
20 Tel (213) 232-3128
21 Fax (213) 232-3125

22 Attorneys for Plaintiffs
23 MARIA RODAS and
24 CARINA ALFARO

25 UNITED STATES DISTRICT COURT
26 CENTRAL DISTRICT OF CALIFORNIA

27 MARIA RODAS and CARINA
28 ALFARO, individually and on behalf
of other persons similarly situated,

Plaintiffs,

vs.

FLYING FOOD GROUP, LLC; and
DOES 1 through 10.

Defendants.

Case No. 2:19-cv-436-AB-GJSx

CLASS ACTION

FIRST AMENDED COMPLAINT

1. Failure to Pay Minimum Wages
2. Failure to Pay Overtime Wages (Rounding Class)
3. Failure to Pay Overtime Wages (Shift Pay Class)
4. Failure to Provide Accurate Wage Statements
5. Failure to Provide Complete Wage Statements
6. Failure to Pay All Wages Owed Upon Termination

DEMAND FOR JURY TRIAL

1 Plaintiffs Maria Rodas and Carina Alfaro (“Plaintiffs”), on behalf of themselves
2 and all others similarly situated, complain and allege as follows:

3 INTRODUCTION

4 1. This class action lawsuit arises out of the failure of defendant Flying Food
5 Group, LLC (“Defendant”) to comply with various wage and hour laws:

6 a) Defendant engages in uneven rounding practices which results in the
7 failure of Defendant to pay hourly employees all the minimum and overtime wages
8 owed to them.

9 b) Defendant did not factor shift pay into the calculation of overtime wage
10 rates which resulted in the failure of Defendant to pay hourly employees who receive
11 shift pay all the overtime wages owed to them.

12 c) As a result of failing to pay hourly employees all the wages owed to them,
13 Defendant fails to provide hourly employees with accurate wage statements and
14 Defendant fails to pay terminated hourly employees all the wages owed to them upon
15 termination.

16 d) Defendant failed to provide hourly employees who receive shift pay with
17 complete wage statements because wage statements do not indicate an hourly rate of
18 pay or a number of hours worked with respect to shift pay.

19 JURISDICTION

20 2. According to Defendant, who removed this case from state court, the Court
21 has diversity jurisdiction over Plaintiffs’ claims under the Class Action Fairness Act, 28
22 U.S.C. § 1332. Plaintiffs do not contest the Court’s jurisdiction.

23 VENUE

24 3. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391
25 because Defendant does business and therefore resides in this district and/or a
26 substantial part of the events or omissions giving rise to Plaintiffs’ claims occurred in
27 this district.

1 **THE PARTIES**

2 **A. Plaintiffs**

3 4. Plaintiff Rodas worked for Defendant as an hourly employee in Los
4 Angeles County for many years until Defendant terminated her employment on
5 September 7, 2018. Plaintiff Alfaro worked for Defendant as an hourly employee in Los
6 Angeles County from approximately 2013 to August 2021. During Plaintiffs'
7 employment, Defendant engaged in a practice of rounding electronic time clock entries
8 to the nearest tenth of an hour increment which, over the course of their employment,
9 resulted in Plaintiff not being paid wages for all the regular hours or overtime hours they
10 worked because rounding in favor of Defendant occurred more often than rounding in
11 favor of Plaintiffs occurred. Plaintiff Rodas was also not paid all the overtime wages
12 she was owed because, when Plaintiff Rodas worked a night shift, she received shift pay
13 in addition to her hourly wages, but Defendant did not take into account the shift pay
14 earned by Plaintiff for the purpose of calculating the overtime rate of pay applicable to
15 Plaintiff for pay periods when she received shift pay and worked overtime hours. As a
16 result of the above, Plaintiffs were not provided accurate wage statements and were not
17 paid all the wages owed to them upon termination. Plaintiff Rodas was also not

18 provided with complete wage statements when she was paid shift pay because wage
19 statements did not indicate a rate of pay or a number of hours worked with respect to
20 shift pay. For example, attached hereto as Exhibit 1 is an earnings statement with a pay
21 date of 3/17/2017 for the pay period beginning 2/24/2017 and ending 03/09/2017.

22 Exhibit 1 reflects that Plaintiff Rodas received Shift Pay of \$2.25 for that pay period
23 without providing any information about hours worked or a rate of pay for shift pay.
24 4. Plaintiffs are members of and seek to be the class representative for the
25 Rounding Class, Overtime Class, Shift Pay Class, Wage Statement Class, Shift Pay
26 Wage Statement Class and/or Terminated Employees Class (collective the "Class")
27 defined in paragraph 10 below. The members of the Class are identifiable, similarly
28 situated persons who worked as hourly employees for Defendant,

1 **Overtime Class:** All persons who, at any time between January 1, 2017 and
2 November 9, 2023 worked for Defendant as an hourly employee at the LAV
3 facility in the state of California and who worked overtime hours.

4 **Shift Pay Class:** All persons who, at any time between January 1, 2017 and
5 March 8, 2019 worked for Defendant as an hourly employee in the state of
6 California who received shift pay for any pay period during which they worked
7 overtime hours.

8 **Wage Statement Class:** All persons who, at any time between November 30,
9 2017 and November 9, 2023 worked for Defendant as an hourly employee at the
10 LAX, LAP, SFO, SFW, LAV and/or LAI facility in the state of California.

11 **Shift Pay Wage Statement Class:** All persons who worked for Defendant as an
12 hourly employee in the state of California who received shift pay at any time when
13 they worked at: 1) the LAV facility between November 30, 2017 and March 8,
14 2019; 2) the LAX or LAP facility between November 30, 2017 and March 3, 2019;
15 or 3) the SFO facility at any time between November 30, 2017 and May 17, 2019.

16 **Terminated Employees Class:** All persons who worked for Defendant as an
17 hourly employee in the state of California whose employment with Defendant
18 ended at any time between January 1, 2017 and November 9, 2023.

19 10. Plaintiffs' claims are brought and may be maintained as a class action under
20 Rule 23(a) of the Federal Rules of Civil Procedure.

21 a. Numerosity. The Class members are so numerous that individual joinder of
22 all of them as plaintiffs is impractical. While the exact number of Class members
23 is unknown, Plaintiffs are informed and believe and thereon allege that there are
24 not less than 4,000 Class members.

25 b. Commonality. There are questions of law or fact common to class
26 members. These common questions include, but are not limited to:

27 (1) Did Defendant engage in uneven rounding practices?
28

1 (2) Did Defendant fail to calculate properly the overtime rate of pay for
2 employees?

3 (3) Did Defendant fail to provide accurate wage statements?

4 (4) Did Defendant fail to provide complete wage statements to hourly
5 employees?

6 c. Typicality. Plaintiffs are members of the Class, and their claims are typical
7 of the claims of the other Class members Plaintiffs seeks to represent. Plaintiffs
8 suffered the same kinds of injuries suffered by other Class members and seek the
9 same kind of relief sought by other Class members.

10 d. Adequate Representation. Plaintiffs will adequately and fairly protect the
11 interests of the members of the Class. Plaintiffs have no interests adverse to the
12 interests of absent Class members. Plaintiffs are represented by legal counsel
13 who have substantial class action experience in civil litigation and employment
14 law.

15 11. This case is brought and may be maintained as a class action under Rule
16 23(b)(3) of the Federal Rules of Civil Procedure. Questions of law or fact common to
17 class members predominate over any questions affecting only individual members, and
18 a class action is superior to other available methods for the fair and efficient
19 adjudication of the controversy. Class action treatment will allow a large number of
20 similarly situated employees to prosecute their common claims in a single forum,
21 simultaneously, efficiently, and without the unnecessary duplication of effort and
22 expense that numerous individual actions would require. Further, the monetary amounts
23 due to many individual class members are likely to be relatively small, and the burden
24 and expense of individual litigation would make it difficult or impossible for individual
25 class members to seek and obtain relief. A class action will serve an important public
26 interest by permitting employees harmed by Defendants' unlawful practices to
27 effectively pursue recovery of the sums owed to them.

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY MINIMUM WAGES**

3 **(By Plaintiffs and the Rounding Class against Defendant)**

4 12. Plaintiffs incorporate paragraphs 1 through 11 of this complaint as if fully
5 alleged herein.

6 13. At all relevant times, Plaintiffs and the other members of the Rounding
7 Class were employees of Defendant covered by Labor Code Section 1197.

8 14. Pursuant to Labor Code Section 1197, Plaintiffs and the other members of
9 the Rounding Class were entitled to minimum wages for every hour they worked.

10 15. Defendant failed to pay Plaintiffs and other members of the Rounding
11 Class all the minimum wages owed to them for every hour they worked in accordance
12 with Labor Code Section 1197. Plaintiffs are informed and believe and thereon allege
13 that, during the limitations period applicable to this cause of action, Defendant
14 maintained uneven rounding practices that resulted in the aggregate in Defendant paying
15 members of the Rounding Class for fewer hours than they actually worked.

16 16. As a result of Defendant's unlawful conduct, Plaintiffs and other members
17 of the Rounding Class have suffered damages in an amount, subject to proof, to the
18 extent they were not paid all the minimum wages owed to them.

19 17. Pursuant to Labor Code Section 1194, Plaintiffs and other members of the
20 Rounding Class are entitled to recover the full amount of their unpaid minimum wages,
21 interest thereon, reasonable attorney's fees and costs of suit. Pursuant to Labor Code
22 Section 1194.2, Plaintiffs and other members of the Rounding Class are also entitled to
23 recover liquidated damages in an amount equal to the amount of unpaid minimum
24 wages and interest thereon.

25 **SECOND CLAIM FOR RELIEF**

26 **FAILURE TO PAY OVERTIME WAGES**

27 **(By Plaintiffs and the Overtime Class against Defendants)**

1 18. Plaintiffs incorporate paragraphs 1 through 17 of this complaint as if fully
2 alleged herein.

3 19. At all relevant times, Plaintiffs and the other members of the Overtime
4 Class were employees of Defendant covered by Labor Code Section 510.

5 20. Pursuant to Labor Code Section 510, Plaintiffs and the other members of
6 the Overtime Class were entitled to overtime wages at the rate of 1 and ½ times their
7 regular rate of pay for every hour they worked in excess of 8 hours on a workday or in
8 excess of 40 hours in a workweek.

9 21. Defendant failed to pay Plaintiffs and other members of the Overtime Class
10 all the overtime wages owed to them for every hour of overtime they worked in
11 accordance with Labor Code Section 510. Plaintiffs are informed and believe and
12 thereon allege that, during the limitations period applicable to this cause of action,
13 Defendant maintained uneven rounding practices that resulted in the aggregate in
14 Defendant paying members of the Overtime Class overtime wages for fewer hours of
15 overtime than they actually worked.

16 22. As a result of Defendant's unlawful conduct, Plaintiffs and other members
17 of the Overtime Class have suffered damages in an amount, subject to proof, to the
18 extent they were not paid all the overtime wages owed to them.

19 23. Pursuant to Labor Code Section 1194, Plaintiffs and other members of the
20 Overtime Class are entitled to recover the full amount of their unpaid overtime wages,
21 interest thereon, reasonable attorney's fees and costs of suit.

22 THIRD CLAIM FOR RELIEF

23 **FAILURE TO PAY OVERTIME WAGES**

24 **(By Plaintiff Rodas and the Shift Pay Class against Defendants)**

25 24. Plaintiff Rodas incorporates paragraphs 1 through 17 of this complaint as if
26 fully alleged herein.

27 25. At all relevant times, Plaintiff Rodas and the other members of the Shift
28 Pay Class were employees of Defendant covered by Labor Code Section 510.

1 26. Pursuant to Labor Code Section 510, Plaintiff Rodas and the other
2 members of the Shift Pay Class were entitled to overtime wages at the rate of 1 and 1/2
3 times their regular rate of pay for every hour they worked in excess of 8 hours on a
4 workday or in excess of 40 hours in a workweek.

5 27. Defendant failed to pay Plaintiff Rodas and other members of the Shift Pay
6 Class all the overtime wages owed to them for every hour of overtime they worked in
7 accordance with Labor Code Section 510. Plaintiff Rodas is informed and believes and
8 thereon alleges that, during the limitations period applicable to this cause of action,
9 Defendant maintained a practice of failing to take shift pay into account when
10 calculating the overtime rate applicable to members of the Shift Pay Class.

11 28. As a result of Defendant's unlawful conduct, Plaintiff and other members
12 of the Shift Pay Class have suffered damages in an amount, subject to proof, to the
13 extent they were not paid all the overtime wages owed to them.

14 29. Pursuant to Labor Code Section 1194, Plaintiff and other members of the
15 Shift Pay Class are entitled to recover the full amount of their unpaid overtime wages,
16 interest thereon, reasonable attorney's fees and costs of suit.

17 **FOURTH CLAIM FOR RELIEF**

18 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

19 **(By Plaintiffs and the Wage Statement Class against Defendants)**

20 30. Plaintiffs incorporates paragraphs 1 through 29 of this complaint as if fully
21 alleged herein.

22 31. At all relevant times, Plaintiffs and the other members of the Wage
23 Statement Class were employees of Defendant covered by Labor Code Section 226.

24 32. Pursuant to Labor Code Section 226(a), Plaintiffs and the other members of
25 the Wage Statement Class were entitled to receive, semimonthly or at the time of each
26 payment of wages, an accurate itemized wage statement showing, *inter alia*, the total
27 amount of gross wages earned, the total amount of net wages earned, the total number of
28

1 hours worked, and all hourly rates and the corresponding number of hours worked at
2 each hourly rate.

3 33. Defendant failed to provide Plaintiffs and other members of the Wage
4 Statement Class accurate itemized statements in accordance with Labor Code Section
5 226(a). Plaintiffs are informed and believe and thereon allege that, during the limitations
6 period applicable to this cause of action, members of the Wage Statement Class did not
7 receive accurate wage statements because:

8 a) Defendant maintained uneven rounding practices that resulted in the
9 aggregate in Defendant paying members of the Rounding for fewer hours than they
10 actually worked; and

11 b) Defendant maintained a practice of failing to take shift pay into account
12 when calculating the overtime rate applicable to members of the Shift Pay Class.

13 34. Defendant's failure to provide Plaintiffs and other members of the Wage
14 Statement Class with accurate wage statements was knowing and intentional.
15 Defendants had the ability to provide Plaintiffs and other members of the Wage
16 Statement Class with accurate wage statements but intentionally provided wage
17 statements that Defendants knew did not comply with all the requirements of Labor
18 Code Section 226. Defendant intended and knew that, during the limitations period
19 applicable to this cause of action, members of the Wage Statement Class did not receive
20 accurate wage statements because:

21 a) Defendant maintained uneven rounding practices that resulted in the
22 aggregate in Defendant paying members of the Rounding Class for fewer hours than
23 they actually worked; and

24 b) Defendant maintained a practice of failing to take shift pay into account
25 when calculating the overtime rate applicable to members of the Shift Pay Class.

26 35. As a result of Defendant's conduct, Plaintiffs and other members of the
27 Wage Statement Class have suffered injury. From the wage statements provided to them
28 alone, Plaintiffs and other members of the Wage Statement Class could not promptly

1 and easily determine the total number of hours actually worked during the pay period,
2 and/or all the hourly rates and the corresponding number of hours worked at each hourly
3 rate during the pay period.

4 36. Pursuant to Labor Code Section 226(e), Plaintiffs and other members of the
5 Wage Statement Class are entitled to recover fifty dollars for the initial pay period in
6 which a violation of Labor Code Section 226 occurred and one hundred dollars for each
7 violation of Labor Code Section 226 in every subsequent pay period, not to exceed
8 an aggregate civil penalty of four thousand dollars per employee.

9 37. Pursuant to Labor Code Sections 218, 226(e) and 226(g), Plaintiffs and
10 other members of the Wage Statement Class are entitled to recover the full amount of
11 civil penalties due under Labor Code Section 226(e), reasonable attorney's fees and
12 costs of suit.

13 **FIFTH CLAIM FOR RELIEF**

14 **FAILURE TO PROVIDE COMPLETE WAGE STATEMENTS**

15 **(By Plaintiff Rodas and the Shift Pay Wage Statement Class against Defendant)**

16 38. Plaintiff Rodas incorporates paragraphs 1 through 11 of this complaint as if
17 fully alleged herein.

18 39. At all relevant times, Plaintiff Rodas and the other members of the Shift
19 Pay Wage were employees of Defendant covered by Labor Code Section 226.

20 40. Pursuant to Labor Code Section 226(a), Plaintiff Rodas and the other
21 members of the Shift Pay Wage Statement Class were entitled to receive, semimonthly
22 or at the time of each payment of wages, an accurate itemized wage statement showing,
23 *inter alia*, all hourly rates and the corresponding number of hours worked at each hourly
24 rate.

25 41. Defendant failed to provide Plaintiff Rodas and other members of the Shift
26 Pay Wage Statement Class accurate itemized statements in accordance with Labor Code
27 Section 226(a). Plaintiff Rodas is informed and believes and thereon alleges that, during
28 the limitations period applicable to this cause of action, members of the Shift Pay Wage

1 Statement Class did not receive complete wage statements because their earning
2 statements failed to indicate a rate of pay or number of hours worked with respect to
3 shift pay.

4 42. Defendant's failure to provide Plaintiff Rodas and other members of the
5 Shift Pay Statement Class with complete wage statements was knowing and intentional.
6 Defendant had the ability to provide Plaintiff Rodas and other members of the Shift Pay
7 Wage Statement Class with complete wage statements but intentionally provided wage
8 statements that Defendant knew did not comply with all the requirements of Labor Code
9 Section 226. Defendant intended and knew that, during the limitations period applicable
10 to this cause of action, members of the Shift Pay Wage Statement Class did not receive
11 complete wage statements because their earning statements failed to indicate a rate of
12 pay or number of hours worked with respect to shift pay.

13 43. As a result of Defendant's conduct, Plaintiff Rodas and other members of
14 the Shift Pay Wage Statement Class have suffered injury. From the wage statements
15 provided to them alone, Plaintiff Rodas and other members of the Shift Pay Wage
16 Statement Class could not promptly and easily determine all the hourly rates and the
17 corresponding number of hours worked at each hourly rate during the pay period.

18 44. Pursuant to Labor Code Section 226(e), Plaintiff Rodas and other members
19 of the Shift Pay Wage Statement Class are entitled to recover fifty dollars for the initial
20 pay period in which a violation of Labor Code Section 226 occurred and one hundred
21 dollars for each violation of Labor Code Section 226 in every subsequent pay period,
22 not to exceed an aggregate civil penalty of four thousand dollars per employee.

23 45. Pursuant to Labor Code Sections 218, 226(e) and 226(g), Plaintiff Rodas
24 and other members of the Shift Pay Wage Statement Class are entitled to recover the full
25 amount of civil penalties due under Labor Code Section 226(e), reasonable attorney's
26 fees and costs of suit.

27 ///

28 ///

1 **SIXTH CLAIM FOR RELIEF**

2 **FAILURE TO PAY ALL WAGES OWED UPON TERMINATION**

3 **(By Plaintiffs and the Terminated Employees Class against Defendant)**

4 46. Plaintiffs incorporate paragraphs 1 through 29 of this complaint as if fully
5 alleged herein.

6 47. At all relevant times, Plaintiffs and the other members of the Terminated
7 Employees Class were employees of Defendant covered by Labor Code Sections 201 or
8 202.

9 48. Pursuant to Labor Code Sections 201 or 202, Plaintiffs and the other
10 members of the Terminated Employees Class were entitled upon termination to timely
11 payment of all wages earned and unpaid prior to termination. Discharged employees
12 were entitled to payment of all wages earned and unpaid prior to discharge immediately
13 upon termination. Employees who resigned were entitled to payment of all wages
14 earned and unpaid prior to resignation within 72 hours after giving notice of resignation
15 or, if they gave 72 hours previous notice, they were entitled to payment of all wages
16 earned and unpaid prior to resignation at the time of resignation.

17 49. Defendant failed to pay Plaintiffs and other members of the Terminated
18 Employees Class all wages earned and unpaid prior to termination in accordance with
19 Labor Code Section 202. Plaintiffs are informed and believe and thereon allege that,
20 during the limitations period applicable to this cause of action, members of the
21 Terminated Employees Class did not receive all wages owed to them upon termination
22 because:

23 a) Defendant maintained uneven rounding practices that resulted in the
24 aggregate in Defendant paying members of the Rounding Class for fewer hours than
25 they actually worked; and

26 b) Defendant maintained a practice of failing to take shift pay into account
27 when calculating the overtime rate applicable to members of the Shift Pay Class.
28

1 50. Defendant's failure to pay Plaintiffs and other members of the Terminated
2 Employees Class all wages earned prior to termination in accordance with Labor Code
3 Sections 201 or 202 was willful. Defendant had the ability to pay all wages earned by
4 members of the Terminated Employees Class prior to termination but intentionally
5 adopted policies or practices incompatible with the requirements of Labor Code
6 Sections 201 or 202. When Defendant failed to pay upon termination all
7 wages earned by hourly employees prior to termination, Defendant knew what it was
8 doing and intended to do what they did. Defendant intended and knew that, during the
9 limitations period applicable to this cause of action, members of the Terminated
10 Employees Class did not receive all the wages owed to them upon termination because:

11 a) Defendant maintained uneven rounding practices that resulted in the
12 aggregate in Defendant paying members of the Rounding Class for fewer hours than
13 they actually worked; and

14 b) Defendant maintained a practice of failing to take shift pay into account
15 when calculating the overtime rate applicable to members of the Shift Pay Class.

16 50. Pursuant to Labor Code Section 203, Plaintiffs and other members of the
17 Terminated Employee Class are entitled to penalty wages, from the day their earned and
18 unpaid wages were due upon termination until paid, up to a maximum of thirty days.

19 51. As a result of Defendant's conduct, Plaintiffs and the other members of the
20 Terminated Employees Class have suffered damages, in an amount subject to proof, to
21 the extent they were not paid for all wages earned prior to termination in violation of
22 Labor Code Section 201 or 202.

23 52. As a result of Defendant's conduct, Plaintiff and the other members of the
24 Terminated Employees Class have suffered damages, in an amount subject to proof, to
25 the extent they were not paid for all penalty wages owed to them under Labor Code
26 Section 203.

27 53. Pursuant to Labor Code Sections 218 and 218.5, Plaintiffs and other
28 members of the Terminated Employees Class are entitled to recover the full amount of

1 their unpaid wages, unpaid penalty wages, reasonable attorney's fees and costs of suit.
2 Plaintiff and other members of the Final Wages Class are also entitled to recover pre-
3 judgment interest on all due wages and penalty wages under Labor Code Section 218.6
4 and/or Civil Code Section 3287(a).

5 **PRAYER FOR RELIEF**

6 WHEREFORE, on behalf of themselves and all others similarly situated,
7 Plaintiffs pray for judgment against Defendant as follows:

- 8 1. An order certifying this case as a class action.
- 9 2. An order appointing Plaintiffs as representative for the Class.
- 10 3. An order appointing Plaintiffs' counsel as counsel for the Class.
- 11 4. Damages for unpaid minimum wages under Labor Code Section 1194.
- 12 5. Liquidated damages under Labor Code Section 1194.2.
- 13 6. Damages for unpaid overtime wages under Labor Code Section 1194.
- 14 7. Civil penalties under Labor Code 226(e).
- 15 8. Statutory penalties under Labor Code Section 203.
- 16 9. Pre-judgment interest at the maximum legal rate.
- 17 10. Reasonable attorney's fees.
- 18 11. Costs of suit.
- 19 12. Such other relief as the Court may deem just and proper.

20
21 Dated: _____, 2024

KARASIK LAW FIRM

22
23 By *s/ Gregory N. Karasik*
Gregory N. Karasik
24 Attorneys for Plaintiffs
25
26
27
28

EXHIBIT 1

01 112 0171 0100 1000000000
103 000000 000 00 0000110000

Earnings Statement



FLYING FOOD GROUP LLC
2575 S. ARCHER AVE
CHICAGO, IL 60638

Period Beginning: 02/28/2017
Period Ending: 03/09/2017
Pay Date: 03/17/2017

Total Federal State
Exemption/Allowances
Federal
CA

0000000000
MARIA RODAS
352 E 81ST ST
LOS ANGELES CA 90003

Social Security Number: 00000-4374

Earnings	rate	hours	this period	year to date	Other Benefits and Information	this period	total to date
Regular	10.9500	72.00	788.40	8,997.20	Via Holiday Hrs	18.00	18.00
Overtime	16.4250	3.40	55.85	217.51	Via Overtime Hrs	19.20	19.20
Shift Pay			6.85	43.31	Via Regular Hrs	458.00	458.00
Sick	10.9500	8.00	87.60	175.20	Via Sick Hours	18.00	18.00
Holiday				175.20	Sick Balance	32.00	32.00
Gross Pay			936.70	5,703.92			

[REDACTED]

FLYING FOOD GROUP LLC
2575 S. ARCHER AVE
CHICAGO, IL 60638

Advice number: 0000110000
Pay date: 03/17/2017

Deposited to the account of
MARIA RODAS

Account number: Branch: ABA amount
0000000000 0000 0000 5703.92

THIS IS NOT A CHECK

NON-NEGOTIABLE