

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

LUIS MENDOZA, individually, and on behalf of other members of the general public similarly situated,

Plaintiff,

vs.

WEST COAST QUARTZ CORPORATION, a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: BC677389

**NOTICE OF CLASS ACTION
LAWSUIT**

TO: ALL NON-EXEMPT, HOURLY PAID EMPLOYEES OF WEST COAST QUARTZ CORPORATION IN CALIFORNIA WHO WORKED AT ANY TIME FROM NOVEMBER 7, 2014 TO NOVEMBER 15, 2022.

**PLEASE READ THIS NOTICE CAREFULLY.
UNLESS YOU ACT, YOUR RIGHTS MAY BE AFFECTED BY A CLASS ACTION
LAWSUIT.**

1. WHY SHOULD I READ THIS NOTICE?

The purpose of this Notice is to inform you that your rights may be affected by a class action lawsuit (the “Class Action”). Judge Brad Seligman of the California Superior Court for the County of Alameda (the “Court”) has ordered that this Notice be sent to you to inform you so that you can be fully informed about the lawsuit and your rights and options in connection with it.

On November 15, 2022, the Court entered an order certifying this case as a class action and appointing former employee Luis Mendoza as a Class Representative and Capstone Law APC as Class Counsel. In a class action, the Class Representative pursues claims on behalf of everyone in the Class—except for those who exclude themselves from the Class.

2. WHAT IS THE LITIGATION ABOUT?

In this Class Action, Mr. Mendoza alleges, among other things, that Defendant failed to provide meal periods and failed to pay meal break premiums to class members who worked shifts over five hours, failed to authorize and permit rest breaks by requiring that employees take rest breaks on company premises; failed to provide accurate and complete wage statements; and failed to pay statutory waiting time penalties. Plaintiff also contends that the arbitration agreements Defendant entered into with some employees are void and unenforceable.

Defendant denies all the allegations. It maintains that it permitted employees to take freedom as to the timing of taking breaks and it was each employee’s voluntary action to take breaks the way they did. Defendant further contends that the arbitration agreement signed and/or implicitly consented by some employees complies with California law and is valid and enforceable. Defendant also claims that its affirmative defenses to this action prevent or limit Plaintiff’s class claims.

For more information visit www.cptgroupcaseinfo.com/MendozaVWestCoast.

3. WHO IS A CLASS MEMBER?

The Court has certified the following subclasses to deal with the specific claims:

- **Meal Period Policy Subclass:** non-exempt, hourly paid employees who worked at least one shift of five hours or more between November 7, 2014 and September 28, 2020;
- **Meal Break Premium Subclass:** non-exempt, hourly paid employees who worked at least one shift of five hours or more between November 7, 2014 and September 28, 2020;
- **On Premises Rest Break Subclass:** non-exempt, hourly paid employees who worked at least one shift of more than 3.5 hours between November 7, 2014 and September 28, 2020;
- **Wage Statement Meal Premium Subclass:** non-exempt, hourly paid employees who received at least one meal period premium payment from November 17, 2017 to November 15, 2022;
- **Waiting Time Subclass:** non-exempt, hourly paid employees who worked at least one shift of five hour or more and/or one shift of more than 3.5 hours between November 7, 2015 and November 15, 2022; and
- **Derivative Wage Statement Subclass:** non-exempt, hourly paid employees who worked at least one shift of five hour or more and/or one shift of more than 3.5 hours between November 17, 2017 and November 15, 2022.

4. WHAT ARE MY RIGHTS AND OPTIONS?

<p>OPTION 1</p>	<p>Do nothing, remain in the Class, and be represented by Capstone Law</p>	<p><u>If you do nothing, you will be a member of the Class and represented by Class Counsel.</u> As a member of the certified class and you will receive further notices as the case progresses. You will give up the right to separately sue Defendant for the same or related claims alleged in this Class Action. You may also be called to testify at trial or to provide sworn deposition testimony.</p> <p>If the Class obtains a favorable judgment, you would remain eligible to receive a portion of any monetary recovery. Whether a judgment is favorable or unfavorable to you, you will have given up your right to separately sue for the same or related claims alleged in this Class Action.</p>
<p>OPTION 2</p>	<p>Respond that you want to remain in the Class but NOT be represented by Capstone Law</p>	<p>If you wish to remain in the Class but do not want to be represented by Class Counsel, you may remain a member of the Class and either represent yourself or hire your own lawyer to represent you. To do so, you must notify Class Counsel and the Court. You will give up the right to separately sue Defendant for the same or related claims alleged in this Class Action. You may also be called to testify at trial or to provide sworn deposition testimony.</p>

		If the Class obtains a favorable judgment or a settlement, you would remain eligible to receive a portion of any monetary relief. Whether a judgment is favorable or unfavorable to you, you will have given up your right to separately sue for the same or related claims alleged in this Class Action.
OPTION 3	Exclude yourself from the Class	<p>If you do not want to be a member of the Class, you must exclude yourself from the Class by April 24, 2023 <u>by either (i) emailing MendozaVWestCoast@cptgroup.com or (ii) mailing the enclosed Request for Exclusion Form.</u></p> <p>If you exclude yourself from the Class, you will not be bound by any judgment in the Class Action, and you will <u>not</u> be entitled to receive a portion of any monetary recovery if the Court finds in favor of the Class. The Class Action will not affect your rights or any claims you may have.</p>

5. HOW DO I ASK TO BE EXCLUDED FROM THE CLASS?

Even if you have previously excluded yourself from a class action against Defendant, you must respond to this Notice. If you do not want to participate in this Class Action, you **MUST** respond to this Notice by either (i) sending an email to MendozaVWestCoast@cptgroup.com or (ii) mailing the enclosed Request for Exclusion form. Your response must be emailed or postmarked **no later than April 24, 2023**.

6. WHAT RECOVERY DOES THE ACTION SEEK?

On behalf of all Class Members, Mr. Mendoza seeks recovery of unpaid wages and penalties under California Labor Code sections 201, 202, 226(a), 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and Industrial Welfare Commission Wage Order No. 5, and restitution under California Business & Professions Code sections 17200, *et seq.*, for Defendant's alleged failure to pay employees for all wages earned. They also seek attorneys' fees and costs, as described below.

7. IS THERE ANY RECOVERY AVAILABLE NOW?

In certifying this case as a class action, the Court has not expressed any opinion as to the merits of the claims. There is no monetary award available to you now, and no guarantee there will be.

8. WHO REPRESENTS THE CLASS?

Mr. Mendoza, Defendant's former employee who filed the Class Action, has been approved by the Court to act as the Class Representative. His attorneys have been approved by the Court to act as the Class Counsel:

CAPSTONE LAW APC
Melissa Grant
Bevin Allen Pike
Daniel Jonathan
Trisha Monesi
1875 Century Park East, Suite 1000
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

As a member of the Class, you also have the option to enter an appearance in the case through an attorney of your choice. If you choose to be represented by an attorney other than Class Counsel, you will be responsible for the attorney's fees and costs associated with representing you in this action.

Defendant is represented by the following attorneys:

SONG & LEE LLP

Brian H. Song
Narae Lee
2559 S. Bascom Avenue
Campbell, California 95008
Telephone: (408) 628-4257
Facsimile: (408) 628-4258

9. WHAT FEES AND COSTS ARE INVOLVED?

Class Counsel are representing the Class on a contingency fee basis. Class Members may participate in the Class Action without incurring any out-of-pocket fees or costs, though they could be called to testify at trial or to provide sworn deposition testimony. Class Counsel will only be paid their fees and costs if Mr. Mendoza, on behalf of the Class, prevails at trial or a settlement is reached. In that event, Class Counsel will make a request to the Court for attorneys' fees and costs, to be paid from any judgment or settlement. Applications for attorneys' fees and expenses are subject to Court approval.

Mendoza v. West Coast Quartz Corporation
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
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PLEASE DO NOT CONTACT THE COURT REGARDING THIS MATTER.