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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

CHRISTINA RODRIGUEZ, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiff,

v.

SHAXON INDUSTRIES, INC., a California
corporation, and DOES 1-50, Inclusive,

Defendants.

Case No: 30-2022-01289124-CU-OE-CXC

**DECLARATION OF JEAN-CLAUDE
LAPUYADE, ESQ. IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: December 19, 2025

Time: 9:00 a.m.

Reservation ID: 74707355

Judge: Hon. William Claster

Dept.: CX101

1 I, Jean-Claude Lapuyade, Esq., declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would
3 competently testify to the following facts from my own personal knowledge. I am an attorney-at-
4 law and the owner of the JCL LAW FIRM, APC (hereinafter “Class Counsel”). I am co-counsel
5 for Plaintiff Christina Rodriguez (“Plaintiff”)

6 2. This declaration is being submitted in support of Plaintiff’s Motion for Preliminary
7 Approval of Class Action and PAGA Settlement.

8 **I. EXHIBITS**

9 3. Attached hereto as **Exhibit “1”** is a true and correct copy of the fully executed
10 Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims (“Agreement”
11 or “Settlement Agreement”). Attached as **Exhibit “A”** to the Agreement is a true and correct copy
12 of the proposed Notice of Pendency of Class Action Settlement and Final Hearing Date (the
13 “Notice Packet”).

14 4. Attached hereto as **Exhibit “2”** is a true and correct copy of Plaintiff’s August 11,
15 2022 PAGA Notice, and Plaintiff’s June 13, 2024 Amended PAGA Notice.

16 5. Attached hereto as **Exhibit “3”** is a true and correct copy of the proof of filing with
17 the Labor and Workforce Development Agency notice of this settlement with the Settlement
18 Agreement and Motion for Preliminary Approval of Class Action and PAGA Settlement
19 evidencing Class Counsel’s compliance with California Labor Code Section 2699(s)(2).

20 6. Attached hereto as **Exhibit “4”** is a true and correct copy of the JCL Law Firm,
21 APC, Firm Resume.

22 7. Attached hereto as **Exhibit “5”** is a true and correct copy of a bid from Apex Class
23 Action LLC, the Parties’ Administrator.

24 **II. INTRODUCTION**

25 8. An objective evaluation of the Settlement confirms that the relief negotiated on
26 behalf of the Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties
27 at arm’s length. The Settlement confers substantial benefits to the Class Members. The relief
28 offered by the Settlement is particularly impressive when viewed against the difficulties

encountered by plaintiffs pursuing wage and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class Members will not have to wait (possibly years) for relief, nor will they have to bear the risk of class certification being denied or of Defendants Shaxon Industries, Inc., Benjamin Wang and Gilbert Wang (collective, “Defendants”) prevailing at trial. Given that there are approximately 132 Class Members, **the average gross recovery is approximately \$1,011.36** (Net Settlement Amount divided by Settlement Class Members).

9. As discussed below, the proposed Settlement satisfies all criteria for preliminary settlement approval and falls within the range of reasonableness. The average Individual Settlement Payment to the Settlement Class Members meets awards in similar wage and hour class actions. Moreover, the proposed Class is appropriate for provisional certification. Accordingly, Plaintiff respectfully request the Court grant preliminary approval of the Settlement.

III. PROCEDURAL AND FACTUAL BACKGROUND

10. Generally, Plaintiff claims that Defendants failed to provide compliant meal and rest periods, failed to pay for all time worked, failed to furnish accurate itemized wage statements, failed to reimburse for mandatory business expenses, and failed to pay all wages upon separation. Defendants deny liability for each of Plaintiff’s claims. Further, Defendants assert that they fully complied with all applicable employment laws and raised several other significant defenses to Plaintiff’s claims, including but not limited to, facially compliant meal and rest period policies, compliant wage statements, compliant reimbursement practices, and they timely paid all wages due upon separation of employment.

11. On August 11, 2022, Plaintiff served Defendants and the Labor and Workforce Development Agency (“LWDA”) with a Notice of Violations (“PAGA Notice”). Plaintiff’s PAGA Notice set forth the facts and theories supporting Defendants’ alleged violations of various provisions of the California Labor Code and applicable Industrial Welfare Commissions (“IWC”) Wage Order and of her intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code Sections 2698 *et seq* (“PAGA”).

12. On October 28, 2022, Plaintiff filed a class action and PAGA complaint against Defendant Shaxon Industries, Inc. (“Shaxon”) in the San Diego County Superior Court, Case No.

30-2022-01289124-CU-OE-CXC (the “Action”). The Action alleged nine causes of action against Defendants for: (1) Unfair Competition in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*; (2) Failure to Pay Minimum Wages in violation of Cal. Lab. Code §§ 1194, 1197, 1197.1; (3) Failure to Pay Overtime Wages in violation of Cal. Lab. Code §§ 510, *et seq.*; (4) Failure to Provide Required Meal Periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure to Reimburse for Required Expenses in violation of Cal. Lab. Code § 2802; (7) Failure to Provide Accurate Itemized Wage Statements in violation of Cal. Lab. Code § 226; (8) Failure to Pay Wages When Due in violation of Cal. Lab. Code §§ 201, 202, and 203; and (9) Violation of PAGA.

13. On May 31, 2023, Plaintiff and Defendant Shaxon participated in an all-day mediation presided over by Hon. Steven R. Denton (Ret.), a respected jurist and experienced mediator of wage and hour class and representative actions. This mediation did not result in a settlement.

14. The Parties engaged in formal discovery beginning in July 2023. Plaintiff propounded Special Interrogatories, Set One, Special Interrogatories, Set Two, Request for Production of Documents, and Request for Admissions. In response, Defendant served objections, some responses, and over three thousand pages of documents. Over the course of two years, the Parties also prepared for, briefed, and participated in two separate informal discovery conferences related to discovery disputes.

15. Plaintiff also noticed and prepared for the deposition of Defendant Shaxon’s Person Most Knowledgeable. This deposition notice was ultimately withdrawn.

16. On June 11, 2024, having learned the true names of the Defendants Does 1-2, Plaintiff amended her complaint to designate Benjamin Wang as Doe 1 and Gilbert Wang as Doe 2.

17. On June 13, 2024, Plaintiff filed an Amended Notice of Violations with the LWDA, designating Gilbert Wang and Benjamin Wang as Plaintiff’s joint employers. Plaintiff served the same on Defendants.

1 18. On November 7, 2024, Plaintiff and Shaxon participated in a second all-day
2 mediation with presided over by Hon. Steven R. Denton (Ret.), which again did not result in a
3 settlement. On April 1, 2025, the Parties participated in a half-day mediation presided over by
4 Hon. Steven R. Denton (Ret.). The mediation concluded with a settlement, after the Parties agreed
5 to a Mediator's proposal which was subsequently memorialized in the form of a Memorandum of
6 Understanding.

7 19. Thereafter, the Parties drafted and negotiated a long-form settlement agreement,
8 which is the subject of the instant motion.

9 20. Months before filing the Action, Class Counsel began its pre-filing investigation into
10 the Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews
11 with Plaintiff. As part of the interview process, the Plaintiff produced documents related to her
12 employment, including payroll records. At the conclusion of the interviews, Class Counsel
13 determined that Plaintiff's complaints justified further inquiry.

14 21. Class Counsel subsequently requested Plaintiff's employee files from Defendants.
15 In response, Defendants produced various documents, including but not limited to Plaintiff's hiring
16 documents and payroll and time records. Class Counsel reviewed and analyzed the documents and
17 determined the documents appeared to substantiate Plaintiff's claim that Defendants failed to,
18 among other things, provide compliant meal and rest periods, to provide accurate wage statements,
19 and to reimburse for mandatory business expenses.

20 22. Defendants produced a sample of approximately 30% the time and payroll records
21 for the Class Members, aggregate workweek and pay period data for the Class Members, aggregate
22 meal premiums paid to the Class Members, average hourly rate for the Class Members, and copies
23 of applicable handbooks, policies, and agreements. In total, Class Counsel reviewed thousands of
24 pages of time and payroll records.

25 23. Class Counsel then retained the statisticians and economists at BCG to evaluate the
26 Class Members' payroll and time data. BCG provides data analysis and damage modeling
27 consulting services, specializing in wage and hour class actions. BCG's team of financial and data
28

analysts are credentialed and experienced experts in their fields and have provided their expertise on thousands of cases.

24. BCG analyzed a sampling of nearly 30% of the Class's time and payroll data to assist in the development of various damage models. Among other things, BCG determined the approximate amount of unpaid wages, amount of unpaid overtime wages, number of workweeks, pay periods, average length of shifts and average number of hours worked per week. BCG also estimated the number of missed, late, or truncated meal and rest periods, the amount of unreimbursed expenses, and the amount of missed meal and rest period premiums paid during the Class Period.

25. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1) determining Plaintiff's suitability as a putative class representative through interviews, background investigations, and analysis of her employment files; (2) evaluating all of Plaintiff's potential claims; (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions, and the type of employer; (4) analyzing the Class Member's time and payroll records; (5) analyzing Defendants' labor policies and practices; (6) researching settlements in similar cases as well as outstanding issues which could affect settlement approval; (7) evaluating Plaintiff's claims and estimating Defendants' liability for purposes of settlement; (8) drafting the mediation brief; (9) retaining an independent CPA and forensic consultant to analyze Defendants' financial statements, and (10) participating in the mediation. This investigation allowed Class Counsel to fully assess the nature and magnitude of the claims being settled, as well as the impediments to recovery, such as to make an independent assessment of the reasonableness of the terms to which the Parties have agreed.

26. Class Counsel only agreed to enter the Settlement following this thorough investigation and evaluation of Plaintiff's claims. Based on its investigation of the facts, applicable law, and marketplace for similar settlements, and considering the risk of significant delay and uncertainty associated with litigation, and the various defenses asserted by Defendants, Class Counsel firmly believe this Agreement to be in the best interests of the Class Members. Because

1 the Settlement's terms are fair, reasonable, and adequate, the Court should preliminarily approve
2 the Settlement.

3 27. The Parties participated in 3 separate mediations the mediator Hon. Steven R.
4 Denton (Ret.). Judge Denton managed the Parties' expectations and provided a useful, neutral
5 analysis of the issues and risks to both sides. (*In re Apple Computer, Inc. Derivative Litig*, No. C
6 06-4128 JF (HRL), 2008 U.S. Dist. LEXIS 108195 (N.D. Cal. Nov. 5, 2008) (mediator's
7 participation weighs considerably against any inference of a collusive settlement); *D'Amato v.*
8 *Deutsche Bank* (2d. Cir. 2001) 236 F.3d 78, 85 (a "mediator's involvement in pre-certification
9 settlement negotiations helps to ensure that the proceedings were free of collusion and undue
10 pressure.")). The Parties participated in an unsuccessful mediation on May 31, 2023 and a second
11 unsuccessful mediation on November 7, 2024. The Parties participated in a third mediation on
12 April 1, 2025, which concluded with a settlement after both sides agreed to a Mediator's proposal,
13 which was subsequently memorialized in the form of a Memorandum of Understanding.

14 28. Once the Parties agreed to the Mediator's proposal, the Parties engaged in
15 negotiations regarding the written terms of the settlement. The Agreement is the final product of
16 the mediated negotiations. Objectively, the Settlement terms are fair, adequate and represent a
17 reasonable compromise of the claims at issue.

18 29. As set forth in greater detail above, Class Counsel conducted a very thorough
19 investigation into the factual and legal issues in dispute. In addition to formal and informal
20 discovery, document review, data analysis and legal research, Class Counsel also researched
21 similar wage and hour actions. Although no two cases are identical, this research provided Class
22 Counsel with a marker to inform settlement discussions and, ultimately, to measure this settlement
23 against. The investigation allowed Class Counsel to realistically assess the value of Plaintiff's
24 claims and intelligently engage defense counsel in settlement discussions that culminated in the
25 proposed settlement now before the Court.

26 30. Class Counsel only agreed to enter the Settlement following their thorough
27 investigation and evaluation of Plaintiff's claims. Based on this investigation of the facts,
28 applicable law, and marketplace for similar settlements, and considering the risk of significant

1 delay, uncertainty associated with litigation, and the various defenses asserted by Defendants,
2 Class Counsel firmly believes this Agreement to be in the best interests of the Class Members.
3 Because the Settlement's terms are fair, reasonable, and adequate, the Court should preliminarily
4 approve the Settlement.

5 **The Court Should Preliminarily Approve the Proposed Class Action Settlement**

6 31. The Gross Settlement Amount of \$300,000.00 is fair and reasonable considering the
7 nature and magnitude of the claims being settled and the various potential impediments to
8 recovery. Prior to mediation, Class Counsel retained BCG to develop economic damage models
9 measuring Defendants' liability exposure while accounting for the uncertainties of continued
10 litigation. The various models were informed by Class Counsel's investigation, including the
11 analysis of a significant sample of time and payroll data. Class Counsel projected Defendants'
12 liability exposure for *class claims* (excluding PAGA Penalties) ranged between \$879,734.08
13 ("Realistic Damages") and \$1,847,669.75 ("Maximum Damages") if successful at trial. This range
14 reflects the uncertainty regarding several of the claims. Thus, the Gross Settlement Amount
15 represents a recovery of between 34% ("Realistic Damages") and 16% ("Maximum Damages") of
16 Defendants' class-wide exposure – well within the recognized range of reasonableness.

17 32. Plaintiff's primary claim in this Action alleges that Defendants failed to provide
18 compliant meal periods. Specifically, Plaintiff alleges that as a result of their rigorous work
19 schedules, Plaintiff, Class Members, and Aggrieved Employees were not able to take timely and
20 duty-free meal first and second periods. Upon review of Defendants' time records, Plaintiff's
21 expert determined that over 40% of first meal periods were shorter than 30 minutes, and nearly
22 60% of all meal periods were shorter than 30 minutes. Moreover, Defendants did not pay any meal
23 period premiums until January 2023, after this Action was filed.

24 33. Defendants argued, among other things, that it provided all their employees, i.e.,
25 Class Members and Aggrieved Employees, with the opportunity to take compliant meal periods,
26 including second meal periods during shifts longer than ten (10) hours. Thus, to the extent Class
27 Members and Aggrieved Employees were recording non-compliant breaks, this was done at their
28 election, and not at the instruction of Defendants. Defendants further argued that there was no

1 potential liability for Plaintiff's alleged meal period violations, that it maintained facially
2 compliant meal period policies, and any claimed violations required a highly individualized inquiry
3 not suitable to class treatment.

4 34. Taking Defendant's defenses into account, Plaintiff applied a 50% discount to this
5 claim. Plaintiff estimated that the damages for this claim ranged from approximately \$329,353.50
6 to approximately \$658,707.00.

7 35. Plaintiff also alleged that Defendants failed to provide compliant rest periods.
8 Specifically, Plaintiff alleged that due to her rigorous work schedule, her rest breaks were
9 interrupted 2-3 times a month, and she at times missed her second rest break due to the rigorous
10 work schedules, however Defendants did not pay rest period premiums.

11 36. Defendants denied liability and asserted that it maintained legally compliant rest
12 period policies and practices throughout the Class Period. Moreover, Plaintiff recognizes the
13 evidentiary burdens establishing this claim. Establishing Plaintiff's rest period claim would rely,
14 almost entirely, on Class Member testimony, making it a riskier claim at class certification and
15 liability stages. Certification likely would have required depositions of Class Members who
16 provided declarations, and Defendants surely would have obtained opposing declarations stating
17 either rest breaks were taken, or rest breaks were voluntarily waived. *See, e.g., Ordonez v. Radio*
18 *Shack, Inc.* (C.D. Cal. Jan. 17, 2013) 2013 WL 210223, at *11 ("Because of the competing
19 testimony before the Court, plaintiff's evidence that defendant may have an illegal, written rest
20 break policy is insufficient for this Court to find that common issues predominate."); *Villa v.*
21 *United Site Servs. of California, Inc.* (N.D. Cal. Nov. 13, 2012) 2012 WL 5503550, at *8 ("Indeed,
22 Plaintiff's own evidence confirms that the written policy does not generate uniform practices.").

23 37. Accordingly, Plaintiff applied a 50% discount to the rest break claim. Plaintiff
24 estimated the range of potential outcomes for this claim was between approximately \$91,473.38
25 to approximately \$182,874.75.

26 38. Plaintiff alleged that Defendants required Class Members and Aggrieved Employees
27 to use their personal computers and internet for work purposes. Starting in or around March 2020,
28 as a result of the Covid-19 pandemic, Plaintiff and other employees worked from home

1 approximately 2-3 days per week. California employers who require employees to incur personal
2 business expenses for work purposes must reimburse the employee for the cost incurred. (*See Cal.*
3 *Labor Code § 2802(a)*, providing that “An employer shall indemnify his or her employee for all
4 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
5 of his or her duties, or of his or her obedience to the directions of the employer...”). Without using
6 their personal computer and internet during this time, Plaintiff and other employees could not carry
7 out their essential job duties. Again, Defendants denied any liability for this claim. BCG estimated
8 a \$50 monthly reimbursement rate for Class Members for the use of their personal cell phones.

9 39. Plaintiff applied a 75% discount to account for the time periods during the Class
10 Period before and after the Covid-19 pandemic in which Class Members were not required to work
11 remotely, and estimated that Defendants’ exposure for this claim ranged between approximately
12 \$47,800.00 and approximately \$191,200.00.

13 40. Plaintiff also alleged that Defendants failed to pay their employees for all hours
14 worked. Specifically, Plaintiff asserted that Defendants engaged in time rounding which benefitted
15 Defendants, rather than the Class. A review of the records produced by Defendants showed that
16 approximately 57% of shifts were underpaid due to rounding.

17 41. Plaintiff estimated Defendants’ exposure for this claim to be \$141,000.00. This
18 number was calculated by determining the amount of time Class Members were underpaid due to
19 rounding, including both regular and overtime hours.

20 42. Plaintiff also alleged that Defendants failed to furnish its employees with accurate
21 itemized wage statements. Specifically, Plaintiff alleged that as a result of Defendants’ failure to
22 provide meal and rest periods as required by the California Labor Code, failure to adequately
23 compensate due to rounding, Plaintiff and other Class Members are entitled to derivative wage
24 statement penalties. (*See Naranjo v. Spectrum Security Services* (2022) 13 Cal. 5th 93 (concluding
25 that meal premiums are “wages” entitling employees to derivative wage statement penalties).
26 Defendants argued that even if it failed to furnish accurate wage statements, Plaintiff could not
27 establish the injury requirement on a class-wide basis. As a result, Plaintiff discounted this claim
28

1 60% to account for this risk. Plaintiff estimated that Defendants' exposure on this claim ranged
2 between \$147,240.00 and \$368,100.00.

3 43. Plaintiff also alleged that the Defendants' labor code violations resulted in derivative
4 liability for waiting time penalties. Specifically, Defendants argued that Plaintiff could not prove
5 the "willful" prong needed to obtain waiting time penalties under Labor Code section 203. In light
6 of the uncertain nature of the claims, Class Counsel's Realistic Model discounted the waiting time
7 penalty claim by 60% and estimated Defendants' exposure for these claims ranged between
8 \$121,923.20 and \$304,808.00.

9 44. Class Counsel's damage models also estimated Defendants' exposure for PAGA
10 penalties. At the time of mediation, Plaintiff estimated Defendants' exposure for PAGA penalties
11 were approximately \$973,600.

12 45. Here, the Parties negotiated a good faith PAGA Payment in the amount of
13 \$15,000.00 which is 5% of the Gross Settlement Amount. This amount falls well within the range
14 of approved PAGA Payment. Seventy-Five percent (75%) of the PAGA Payment (\$11,250.00)
15 will be paid to the LWDA ("LWDA Payment") with the remaining twenty-five percent (25%) of
16 the PAGA Payment (\$3,750.00) will be distributed to the Aggrieved Employees ("Aggrieved
17 Employee Payment"), which is within the range of PAGA Payment approved by courts and should
18 be approved.

19 46. With respect to the most immediate challenge, i.e., class certification, the risks
20 attendant to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-*
21 *Mart Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit vacated, reversed,
22 and remanded a \$110 million judgement against an employer for, *inter alia*, inaccurately paying
23 overtime, and directed the trial court to enter judgement in favor of the employer. *See also*
24 *O'Conner v. Uber Technologies, Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and
25 hour misclassification action); *see also Duran v. U.S. Bank National Association* (2014) 59 Cal.4th
26 1, 31 (reversing a trial verdict in favor plaintiffs in a wage and hour class action)); *Tien v. Tenet*
27 *Healthcare Corp.* (2012) 209 Cal.App.4th 1077, 1088 ("[T]he reason, if any, that employees might
28 not take their breaks were predominantly individualized questions of fact not susceptible to class

1 treatment.”); *a.S.A. Cab Ltd.* (2009) 176 Cal.App.4th 1333, 1341 (affirming denial of certification
2 because employees’ declarations attesting to having taken meal and rest breaks demonstrated that
3 individualized inquiries were required to show harm); *Campbell v. Best Buy Stores, L.P.*, (C.D.
4 Cal. 2013) 2013 WL 5302217 at *11-13 (following *Brinker* and denying certification of proposed
5 off-the-clock and rest and meal break classes due to lack of uniform policy); *Brown v. Fed Express*
6 *Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying certification of driver meal and rest
7 period claims based on the predominance of individual issues). Collectively, the examples cited
8 above illustrate the uncertain nature of class litigation. Consequently, the uncertainty of obtaining
9 certification through a contested motion is a significant risk factor favoring settlement.

10 47. Defendant’s financial condition was also a factor in reaching this Settlement.

11 48. Continuing to litigate this action would require continued and extensive resources
12 coupled with significant Court time to proceed through trial and post-trial motions; which can often
13 take years. Furthermore, wage and hour litigation is complex and expensive, as it often necessitates
14 extensive expert testimony, particularly with regards to damages. But even if Plaintiff is successful
15 at trial, Plaintiff is acutely aware that a judgment does not end the litigation. Plaintiff fully expects
16 that Defendants would appeal any favorable judgment. As demonstrated by *Magadia, supra*, 999
17 F.3d 668, the risk of an appeal and subsequent reversal is real.

18 49. In this matter, Class Counsel negotiated a Gross Settlement Amount of \$300,000.00
19 that is roughly between approximately 16% and 34% of Defendants’ *class-wide* liability exposure.
20 Given the amount of the settlement here, as compared to potential value of the claims, offset by
21 the various inherent risks to continued litigation, the settlement is fair and reasonable.

22 50. The Parties jointly drafted the Notice Packet which fairly and neutrally informs the
23 Class Members of their rights and remedies. The Settlement Administrator will first verify
24 addresses, then mail the proposed Notice Packet to all Class Members. The Notice will include
25 information regarding the nature of the lawsuit, a summary of the substance of the Settlement’s
26 terms, the class definition, the procedure, and time period within which to requests for exclusions
27 or objections to the Settlement, the date for the final approval hearing, the formula used to calculate
28 settlement payments, and the terms and scope of the Released Claims. Agreement at § III(L)(2).

1 The Parties negotiated this method to ensure delivering the most reasonable method of notice to
2 the Class Members while ensuring cost effective administration of the Settlement.

3 51. Accordingly, both the method of disseminating the Notice Packet and content of the
4 Notice Packet satisfy due process. (*See* C.R.C. 3.776(e)-(f); *State of Cal. v. Levi Strauss* (1986) 41
5 Cal.3d 460,485 (the class notice must “fairly apprise the class members of the terms of the
6 proposed compromise and of the options open to dissenting class members.”).)

7 **D. The Court Should Preliminarily Approve the Service Award**

8 52. The Settlement provides for a Service Award of \$10,000.00 to Plaintiff. The service
9 award is fair and reasonable compensation for the Plaintiff’s efforts bringing the action, assisting
10 Class Counsel with the litigation and settlement, regularly conferring with Class Counsel on the
11 status of her case and the strategies for prosecuting the claims, reviewing the proposed Settlement
12 to ensure that its terms are fair and provide adequate relief for the Settlement Class Members, and
13 agreeing to provide Defendants a general release of all claims arising out of her employment.

14 53. Class Counsel on behalf of Plaintiff will file a formal motion for the negotiated
15 Service Award once preliminary approval of the Settlement is granted. Plaintiff respectfully
16 submits that the above showing is sufficient for preliminary approval of the negotiated Service
17 Award.

18 54. The purpose of a payment of a Class Counsel Award in class action litigation is to
19 reward counsel who took the risk of non-payment and invested in a case that achieved a substantial
20 positive result for the class. Class Counsel took this matter on a contingency fee basis and invested
21 significant time and expense successfully prosecuting Plaintiff’s claims. As discussed *supra*, the
22 estimated average Individual Settlement Payment illustrates the demonstrably positive outcome
23 for the Settlement Class Members. Considering the positive outcome for the Class Members, and
24 in light of the supporting authority, the proposed Class Counsel Award is fair and reasonable.

25 55. Plaintiff will file a formal motion for the negotiated Class Counsel Award once
26 preliminary approval of the Settlement is granted. Plaintiff respectfully submits that the above
27 showing is sufficient for preliminary approval of the negotiated attorneys’ fees.

28 ///

1 56. For Settlement purposes only, Plaintiff contends, and Defendants do not dispute, that
2 provisional certification of the Class is appropriate.

3 57. Because all Class Members are Defendants' current and former employees, the class
4 is readily ascertainable from Defendants' regular business records, i.e., payroll records.

5 58. The statutes relating to each of Plaintiff's claims apply with equal force and effect
6 to the entire Class. Factually, Defendants' policies and practices apply class-wide and Defendants'
7 liability can be determined by facts common to all members of the class. The wage and hour issues
8 are both numerous and substantial, and a class action is the most advantageous method of dealing
9 with the claims of the Settlement Class Members.

10 59. Plaintiff's wage and hour claims are typical of the proposed Class because they arise
11 from the same factual basis and are based on the same legal theories applicable to the other Class
12 Members. Likewise, Plaintiff's interests are entirely coextensive with the interests of the Class.
13 Plaintiff alleges that she was injured by the same company-wide practices to which the proposed
14 Class Members were subject to and seeks the same relief. Plaintiff has already demonstrated her
15 ability to advocate for the interests of the Class Member by initiating this litigation, undertaking
16 class discovery, and evaluating the proposed settlement to assure that it is fair.

17 **Class Counsel's Experience**

18 60. Plaintiff is represented by competent Class Counsel who have extensive experience
19 in litigating wage and hour class action cases. Class Counsel successfully briefed, argued, certified,
20 and gained state court settlement approval of the same class-wide causes of action that are at issue
21 in this case. Class Counsel's wage and hour class action experience establishes that they are well
22 qualified to represent the interests of this Class.

23 61. Plaintiff, the Class Members and the Aggrieved Employees are represented by
24 competent and experienced counsel to pursue their claims. I established the JCL Law Firm, APC
25 ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing aggrieved employees and
26 consumers throughout California in wage and hour class actions, PAGA Actions and complex
27 multi-party product liability matters. The Firm currently consists of myself, Jean-Claude
28 Lapuyade, Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Perssia

1 Razma, Esq. (Associate Attorney), John L. Nitti, Esq. (Associate Attorney), Tesla Stone (Senior
2 Paralegal and Office Manager), Jennifer Heming (Paralegal), Andrew Ward (Law Clerk), Hana
3 McAnally (Law Clerk), Allysa Castillo (Legal Assistant), Elsa Torres, (Legal Assistant), and
4 Sabrina Carle-Parra (Receptionist).

5 62. I am qualified to represent the Plaintiff, the Class, the State of California and the
6 Aggrieved Employees. I have extensive experience with wage and hour class and representative
7 actions litigation like this matter, and employment matters in general. My credentials are reflected
8 in the JCL Law Firm, APC, Firm Resume, a true and correct copy of which is attached hereto as
9 **Exhibit “4.”** Additionally, I have extensive complex mass tort litigation experience and complex
10 construction product liability experience. I can, will and have adequately represented the interests
11 of the Plaintiff, the Class, the State of California and the Aggrieved Employees throughout this
12 action.

13 63. I have represented consumers and employees in California class actions, and
14 complex multi-party product liability actions exclusively for more than 13 years. I have been in
15 practice as a plaintiffs’ civil litigation attorney since April 2007.

16 64. I have significant class counsel and collective action counsel experience. I served as
17 class and/or collective (PAGA) counsel in the following matters:

18 a. *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914
19 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA
20 settlement for, *inter alia*, inaccurate itemized wage statements. The JCL Law Firm, APC
21 acted as class counsel for the settlement class and as representative PAGA counsel the State
22 of California and the Aggrieved Employees.)

23 b. *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-
24 UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar
25 class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and
26 appointed Jean-Claude Lapuyade, Esq, as Class Counsel.)

27 c. *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-
28 20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and

1 appointed Jean-Claude Lapuyade, Esq, as Class Counsel in a wage and hour class action
2 settlement.)

3 d. *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No.
4 CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and
5 PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the
6 JCL Law Firm, APC as Class Counsel)

7 e. *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No.
8 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved
9 \$550 billing rate in a representative California Labor Code Private Attorney General Act
10 settlement).

11 f. *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case
12 No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA
13 settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as
14 class counsel for the settlement class and as representative PAGA counsel the State of
15 California and the Aggrieved Employees.)

16 g. *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court,
17 Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA
18 Settlement negotiated on behalf of the State of California and the aggrieved employees by
19 the JCL Law Firm, APC.)

20 h. *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior
21 Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the
22 JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter*
23 *alia*, missed meal and rest periods.)

24 i. *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case
25 No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA
26 Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted
27 as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
28

- j. *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- k. *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- l. *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- m. *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- n. *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL LAW Firm, APC, acted as lead counsel.)
- o. *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- p. *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)

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1 q. *Hill v. Stetak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-
2 00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as
3 class counsel and granted final approval of wage and hour class action for unpaid overtime.)

4 r. *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case
5 No. 37-2018-00043601 (May 31, 2019 – Hon, Gregory Pollack appointed JCL Law Firm,
6 APC, as Class Counsel and granted preliminary approval for the wage and hour class action
7 settlement involving nearly 900 current and former employees. Final approval scheduled
8 for October 4, 2019)

9 s. *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No.
10 CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC,
11 as Class Counsel and granted final approval for a wage and hour class action settlement for
12 *inter alia*, missed meal and rest periods and independent contractor misclassification.)

13 t. *Moschetto v. Pillow Global, Inc. San Diego Superior Court*, Case No. 37-2017-
14 00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm,
15 APC, as Class Counsel and granted final approval for a wage and hour wage class action
16 settlement involving misclassified house cleaners.)

17 u. *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-
18 2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful
19 housing class action arising under Civil Code Section 1940.2)

20 v. *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court
21 Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock
22 appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and
23 hour class action settlement for meal and rest period violations);

24 w. *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case
25 No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm,
26 APC, as Class Counsel and granted final approval for a wage and hour class action
27 settlement involving claims for on duty meal and rest periods.);

28 ///

- x. *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- y. *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- z. *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- aa. *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- bb. *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- cc. *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);

65. Since 2010, I have successfully tried two (2) cases to conclusion, each resulting in a favorable verdict for the firm's clients.

66. Finally, I have published appellate experience in *William Blanchette et al., v. The Superior Court of Imperial County, (GHA Enterprises)*, 8 Cal.App.5th 521.

67. Consequently, I was named to the prestigious Thomson Reuters, Super Lawyers, Rising Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super Lawyers, Rising Star list recognizes the top 2.5% of eligible attorneys. (see https://www.superlawyers.com/about/selection_process.html.)

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68. A class action is superior to a multitude of individual lawsuits. Given the size and amount of each individual claim, the Class Members likely have little incentive to litigate their claims on an individual basis because the out-of-pocket expense and personal commitment necessary to litigate each claim outweighs any potential recovery. In sum, class treatment is superior to individual, case-by-case adjudication.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 18th day of 2025, at San Diego, California.

JCL LAW FIRM, APC

By: Jean-Claude Lapuyade, Esq.
Attorneys for PLAINTIFF

EXHIBIT 1

JCL LAW FIRM, APC

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ORANGE**

CHRISTINA RODRIGUEZ, on behalf of
himself and on behalf of all persons similarly
situated,

PLAINTIFF,

vs.

SHAXON INDUSTRIES, INC., a California
corporation; BENJAMIN WANG, an
individual; GILBERT WANG, an individual;
and DOES 1-50, Inclusive;

DEFENDANTS.

Case No.: 30-2022-01289124-CU-OE-CXC

[Action Filed October 28, 2022]

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

Judge: Honorable William Claster
Dept.: CX101

This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is entered into by and between plaintiff Christina Rodriguez (hereinafter “Plaintiff”), on behalf of herself and on behalf of all persons similarly situated, and Defendants Shaxon Industries, Inc., Benjamin Wang, and Gilbert Wang (hereinafter collectively “Defendants”):

I. DEFINITIONS

- A. “Action” shall mean the putative class action lawsuit *Rodriguez v. Shaxon Industries, Inc.*, Orange County Superior Court, Case No. 30-2022-01289124-CU-OE-CXC, filed October 28, 2022.
- B. “Aggrieved Employee Payment” shall mean the Aggrieved Employees’ pro-rata share of the PAGA Payment as described in this Agreement.
- C. “Aggrieved Employees” shall mean all current and former non-exempt employees who worked for Defendants in California at any time during the PAGA Period.
- D. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of Class and PAGA Action and Release of Claims.
- E. “Class Counsel Award” means the award of fees and expenses that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff, the Class Members, and the Aggrieved Employees in the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount and reimbursement of actually-incurred costs not to exceed \$30,000.00. The attorneys’ fees portion of the Class Counsel Award shall be divided between Class Counsel as follows: one-half (1/2) to JCL Law Firm, APC, and one-half (1/2) to Zakay Law Group, APLC.
- F. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and Shani Zakay of Zakay Law Group, APLC.
- G. “Class Data” means information regarding Class Members that Defendants will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class

Member's full name; last known address; Social Security Number; start and end dates of employment; and any other information the Settlement Administrator deems necessary to accurately calculate the number of Workweeks and Pay Periods worked by each Class Member and Aggrieved Employee during the Class and PAGA Periods.

H. "Class Members" or the "Class" means all current and former non-exempt employees who worked for Defendant in California at any time during the Class Period.

I. "Class Period" means the period between October 28, 2018, through November 7, 2024.

J. "Class Representative" shall mean plaintiff Christina Rodriguez.

K. "Court" means the Superior Court for the State of California, County of Orange currently presiding over the Action.

L. "Defendants" mean Shaxon Industries, Inc. ("Defendant Shaxon"), Benjamin Wang, and Gilbert Wang (collectively, "Defendant Wang").

M. "Defense Counsel" means Ted Bacon, Esq., and Skyler May, Esq., of Frost Brown Todd, LLP; Brian Neach, Esq., of the Law Offices of Brian Neach; and Curtis Chen, Esq., of the Law Office of Curtis Chen.

N. "Effective Date" means the earliest date, following entry by the Court of an order and judgment finally approving this Settlement, upon which one of the following have occurred: (i) if no objection is filed to the settlement and no objector appears at the hearing on final approval, the date of the Court's entry of the order granting final approval, (ii) if an objection is filed to the settlement, or an objector appears at the hearing on final approval, then the later of the following: (a) the expiration of all potential appeal periods without a filing of a notice of appeal of the final approval order or judgment; (b) final affirmance of the final approval order and judgment by an appellate court as a result of any appeal(s), or (c) final dismissal or denial of all such appeals (including any petition for review, rehearing, certiorari, etc.) such that the final approval order and judgment is no longer subject to further judicial review.

- 1 O. "Funding Date" shall mean the date Defendants have fully funded the Gross
2 Settlement Amount into the QSF in accord with the terms of this Agreement and shall
3 occur as follows: Defendant Shaxon shall pay the First Installment Payment of
4 \$50,000 to the Settlement Administrator within ten (10) calendar days after the Court
5 grants preliminary approval; Defendant Shaxon shall pay the Second Installment of
6 \$50,000 to the Settlement Administrator within one hundred eighty (180) days after
7 the Court grants preliminary approval, Defendant Shaxon shall pay its Third
8 Installment of \$50,000 within three hundred sixty (360) days after the Court grants
9 preliminary approval. Defendant Wang shall pay their portion of the Gross Settlement
10 Amount (\$150,000.00) within fifteen (15) calendar days after the Court grants final
11 approval.
- 12 P. "Gross Settlement Amount" means Three Hundred Thousand Dollars and Zero Cents
13 (\$300,000.00) that Defendants must pay into the QSF in connection with this
14 Settlement, inclusive of the sum of the Class Counsel Award, Individual Settlement
15 Payments, PAGA Payment, Settlement Administration Costs, and Service Award,
16 and is *exclusive* of the employer's share of payroll tax, if any, triggered by any
17 payment under this Settlement.
- 18 Q. "Individual Settlement Payment" means the amount payable from the Net Settlement
19 Amount to each Settlement Class Member and excludes any amounts distributed to
20 Aggrieved Employees pursuant to PAGA.
- 21 R. "LWDA Payment" shall mean the seventy-five percent (75%) or Eleven Thousand
22 Two Hundred Fifty Dollars and Zero Cents (\$11,250.00) of the PAGA Payment that
23 shall be paid to the California Labor and Workforce Development Agency
24 ("LWDA").
- 25 S. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Class
26 Counsel Award, Service Award, PAGA Payment, and Settlement Administration
27 Costs.
- 28 T. "Notice Packet" means the Class Notice to be provided to the Class Members by the

Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).

U. “Operative Complaint” means Plaintiff’s October 28, 2022, Class and Representative Action Complaint, including the June 11, 2024, amendment to identify Defendant Wang as Does 1 and 2.

V. “PAGA Pay Periods” means the number of pay periods of employment during the PAGA Period that each Aggrieved Employee worked in California.

W. “PAGA Payment Ratio” means the respective pay periods during the PAGA Period for each Aggrieved Employee divided by the sum total of the pay periods for all Aggrieved Employees during the PAGA Period.

X. “PAGA Payment” shall mean Fifteen Thousand Dollars (\$15,000) to be allocated from the Gross Settlement Amount, with 25% of the payment going to the Aggrieved Employees (“Aggrieved Employee Payment”) and 75% of the payment going to the LWDA (“LWDA Payment”). The amount of the PAGA Payment is subject to court approval pursuant to California Labor Code section 2699(l).

Y. “PAGA Period” means the period between August 11, 2021, through November 7, 2024.

Z. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698 *et seq.*

AA. “Parties” means Plaintiff and Defendants, collectively, and “Party” shall mean either Plaintiff or Defendants, individually.

BB. “Payment Ratio” means the respective Workweeks for each Settlement Class Member divided by the sum total Workweeks for all Settlement Class Members.

CC. “Plaintiff” shall mean Christina Rodriguez.

DD. “QSF” means the Qualified Settlement Fund established, designated and maintained by the Settlement Administrator to fund the Gross Settlement Amount.

EE. “Released Class Claims” means all class claims alleged, or reasonably could have been alleged based on the facts alleged in the operative complaint which occurred

during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

FF. “Released PAGA Claims” means all PAGA claims alleged in the operative complaint and Plaintiff’s PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

GG. “Released Parties” shall mean Defendants.

HH. “Response Deadline” means the date sixty (60) days after the Settlement Administrator mails Notice Packets to Class Members and the last date on which Class Members may submit requests for exclusion or objections to the Settlement.

II. “Service Award” means the amount that the Court authorizes to be paid to the Class Representative, in addition to her Individual Settlement Payment and Aggrieved Employee Payment, in recognition of her efforts and risks in assisting with the prosecution of the Action and in exchange for executing a General Release of claims including a Civil Code 1542 waiver.

JJ. “Settlement Administrator” means APEX Class Action, LLC, located at 18 Technology Drive, Suite 154, Irvine, CA 92618; Tel: (800) 355-0700. The Settlement Administrator establishes, designates and maintains, as a QSF under Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross Settlement Amount is deposited for the purpose of resolving the claims of Settlement Class Members. The Settlement Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendants and any person related to Defendants. *All accrued interest shall be paid and distributed to the Settlement Class Members as part of their respective Individual Settlement Payment.*

1 KK. "Settlement Class Members" or "Settlement Class" means all Class Members who
2 have not submitted a timely and valid Request for Exclusion by the Response
3 Deadline as provided in this Agreement.

4 LL. "Settlement" means the disposition of the Action pursuant to this Agreement.

5 MM. "Workweeks" means any seven (7) consecutive days beginning on Sunday and ending
6 on Saturday, in which a Class Member was employed by Defendant during the Class
7 Period in California.

8 **II. RECITALS**

9 A. On August 11, 2022, Plaintiff filed a Notice of Violations with the Labor and
10 Workforce Development Agency (LWDA) and served the same on Defendant
11 Shaxon.

12 B. On October 28, 2022, Plaintiff filed the class and representative action lawsuit for:

- 13 1. Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq*;
- 14 2. Failure to pay minimum wages in violation of California Labor Code sections
15 1194, 1197 and 1197.1;
- 16 3. Failure to pay overtime wages in violation of California Labor Code sections
17 510 *et seq*;
- 18 4. Failure to provide required meal periods in violation of California Labor Code
19 sections 226.7 and 512 and the applicable IWC wage order;
- 20 5. Failure to provide required rest periods in violation of California Labor Code
21 sections 226.7 and 512 and the applicable IWC wage order;
- 22 6. Failure to reimburse employees for required expenses in violation of
23 California Labor Code section 2802;
- 24 7. Failure to provide accurate itemized wage statements in violation of California
25 Labor Code section 226;
- 26 8. Failure to provide wages when due in violation of California Labor Code
27 sections 201, 202 and 203; and
28

9. Violation of the Private Attorneys General Act [Labor Code section 2698 *et seq.*].

C. On May 31, 2023, Plaintiff and Shaxon participated in an all-day mediation presided over by Hon. Steven R. Denton (Ret.), a respected jurist and experienced mediator of wage and hour class and representative actions, which did not result in a settlement.

D. On June 11, 2024, Plaintiff filed an Amendment to the Complaint to add DOE Defendants 1 and 2 as Benjamin Wang and Gilbert Wang, respectively. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.

E. On June 13, 2024, Plaintiff filed an Amended Notice of Violations with the LWDA and served the same on Defendant Wang.

F. On November 7, 2024, Plaintiff and Shaxon participated in a second all-day mediation with presided over by Hon. Steven R. Denton (Ret.).

G. On April 1, 2025, the Parties participated in a half-day mediation. The mediation concluded with a settlement, after the Parties agreed to a Mediator's proposal which was subsequently memorialized in the form of a Memorandum of Understanding ("MOU").

H. The Class Representative believes she has meritorious claims based on alleged violations of the California Labor Code, and the Industrial Wage Commission Orders, and that class certification is appropriate because the prerequisites for class certification can be satisfied in the Action, and this action is manageable as a PAGA representative action.

I. Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages and penalties claimed by the Class Representative, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendants

1 contend, among other things, that at all times they complied with the California Labor
2 Code and the Industrial Wage Commission Orders.

3 J. The Class Representative is represented by Class Counsel. Class Counsel conducted
4 an investigation into the facts relevant to the Action, including conducting an
5 independent investigation as to the allegations, reviewing documents and information
6 exchanged through informal discovery, and reviewing documents and information
7 provided by Defendants pursuant to informal requests for information to prepare for
8 mediation. Based on their own independent investigation and evaluation, Class
9 Counsel are of the opinion that the Settlement with Defendants is fair, reasonable and
10 adequate, and is in the best interest of the Settlement Class in light of all known facts
11 and circumstances, including the risks of significant delay, defenses asserted by
12 Defendants, uncertainties regarding class certification, and numerous potential
13 appellate issues. Although they deny any liability, Defendants are agreeing to this
14 Settlement solely to avoid the inconveniences and cost of further litigation. The
15 Parties and their counsel have agreed to settle the claims on the terms set forth in this
16 Agreement.

17 K. This Agreement replaces and supersedes the MOU and any other agreements,
18 understandings, or representations between the Parties. This Agreement represents a
19 compromise and settlement of highly disputed claims. Nothing in this Agreement is
20 intended or will be construed as an admission by Defendants that the claims in the
21 Action of Plaintiff or the Class Members have merit or that Defendants bear any
22 liability to Plaintiff or the Class on those claims or any other claims, or as an
23 admission by Plaintiff that Defendants' defenses in the Action have merit.

24 L. The Parties believe that the Settlement is fair, reasonable and adequate. The
25 Settlement was arrived at through arm's-length negotiations, taking into account all
26 relevant factors. The Parties recognize the uncertainty, risk, expense and delay
27 attendant to continuing the Action through trial and any appeal. Accordingly, the
28

Parties desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Action.

- M. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendants reserve the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendants.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendants will pay the sum of the Individual Settlement Payment, the Service Award, the Class Counsel Award, PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement, equal to the Gross Settlement Amount of Three Hundred Thousand Dollars and Zero Cents (\$300,000.00). The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendants. Other than the Defendants' share of employer payroll taxes, if any, Defendants shall not be required to pay more than the Gross Settlement Amount, except as provided for hereinbelow.

2. Class Size. At the time of mediation, Defendants estimated that the Settlement Class was comprised of 132 individuals who collectively worked approximately 15,808 Workweeks ("Projected Workweeks") during the Class Period. In regard hereto, Defendant Shaxon will provide the Settlement Administrator with the Class Data in order to ensure the Settlement Administrator has sufficient time to prepare a declaration prior to the filing of the motion for Preliminary Approval. In the event the number of Workweeks during the Class Period increases by more than (10) percent, or an additional

1,580 Workweeks (for a total of 17,388 Workweeks), then Defendant Shaxon shall, in its sole discretion, have the option to either: (1) deescalate the Settlement so that the Class Period ends on the date the workweek count totals 15,808 Workweeks; or (2) the Gross Settlement Amount shall be increased by one (1) percent for every one (1) percent increase in workweeks over the ten (10) percent threshold. If option (2) is selected, for example, and the total Workweeks in the Class Period are 115% of 15,808 (or 17,387), the Gross Settlement will increase by 5%. The discretion exercised by Shaxon under this Section III.A.2 shall not increase, affect, or modify the payment obligations of Defendant Wang set forth in Section III.A.3.

3. Settlement Payment. Defendants will pay the Gross Settlement Amount to the Settlement Administrator, including payment for all claims, payment of the Settlement Administration Costs, Class Counsel Award, Service Award, and PAGA Payment in accordance with the provisions of Section I, Recital “O” regarding the Funding Date.

4. Defendants’ Share of Payroll Taxes. Defendant Shaxon shall pay the employer side payroll taxes in addition to the Gross Settlement Amount and shall be paid together with the Gross Settlement Amount.

B. Release by Settlement Class Members. As of the Effective Date, in exchange for the consideration set forth in this Agreement, Plaintiff and the Settlement Class Members release the Released Parties from the Released Class Claims.

C. Release by the Aggrieved Employees. As of the Effective Date, in exchange for the consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of California release the Released Parties from the PAGA Released Claims.

D. General Release by Plaintiff. As of the Effective Date, for the consideration set forth in this Agreement, Plaintiff waives, releases, acquits and forever discharges the Released Parties from any and all claims, whether known or unknown, which exist or may exist on her behalf as of the date of this Agreement, including but not limited to

1 any and all tort claims, contract claims, wage claims, wrongful termination claims,
2 disability claims, benefit claims, public policy claims, retaliation claims, statutory
3 claims, personal injury claims, emotional distress claims, invasion of privacy claims,
4 defamation claims, fraud claims, quantum meruit claims, and any and all claims arising
5 under any federal, state or other governmental statute, law, regulation or ordinance,
6 including, but not limited to claims for violation of the Fair Labor Standards Act, the
7 California Labor Code, the Wage Orders of California's Industrial Welfare
8 Commission, other state wage and hour laws, the Americans with Disabilities Act, the
9 Age Discrimination in Employment Act (ADEA), the Employee Retirement Income
10 Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment
11 and Housing Act, the California Family Rights Act, the Family Medical Leave Act,
12 California's Whistleblower Protection Act, California Business & Professions Code
13 Section 17200 et seq., and any and all claims arising under any federal, state or other
14 governmental statute, law, regulation or ordinance. Plaintiff also waives and
15 relinquishes any and all claims, rights or benefits that she may have under California
16 Civil Code § 1542, which provides as follows:

17 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***
18 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***
19 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***
20 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***
21 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR***
22 ***OR RELEASED PARTY.***

23 Thus, notwithstanding the provisions of section 1542, and to implement a full and
24 complete release and discharge of the Released Parties, Plaintiff expressly
25 acknowledges this Settlement Agreement is intended to include in its effect, without
26 limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at
27 the time of signing this Settlement Agreement, and that this Settlement Agreement
28 contemplates the extinguishment of any such claims. Plaintiff warrants that Plaintiff

1 has read this Settlement Agreement, including this waiver of California Civil Code
2 section 1542, and that Plaintiff has consulted with or had the opportunity to consult
3 with counsel of Plaintiff's choosing about this Settlement Agreement and specifically
4 about the waiver of section 1542, and that Plaintiff understands this Settlement
5 Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters
6 into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may
7 discover facts different from or in addition to those Plaintiff now knows or believes to
8 be true regarding the matters released or described in this Settlement Agreement, and
9 even so Plaintiff agrees that the releases and agreements contained in this Settlement
10 Agreement shall remain effective in all respects notwithstanding any later discovery of
11 any different or additional facts. Plaintiff expressly assumes any and all risk of any
12 mistake in connection with the true facts involved in the matters, disputes, or
13 controversies released or described in this Settlement Agreement or with regard to any
14 facts now unknown to Plaintiff relating thereto.

15 E. Conditions Precedent: This Settlement will become final and effective only upon the
16 occurrence of all of the following events:

- 17 1. The Court enters an order granting preliminary approval of the Settlement;
- 18 2. The Court enters an order granting final approval of the Settlement and a Final
19 Judgment;
- 20 3. If an objector appears at the final approval hearing, the time for appeal of the
21 Final Judgment and Order Granting Final Approval of Class Action
22 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
23 any appeal from the Judgment and Order Granting Final Approval of Class
24 Action Settlement; and
- 25 4. Defendants fully fund the Gross Settlement Amount.

26 F. Nullification of Settlement Agreement. If this Settlement Agreement is not
27 preliminarily or finally approved by the Court, fails to become effective, or is reversed,
28 withdrawn or modified by the Court, or in any way prevents or prohibits Defendants

1 from obtaining a complete resolution of the Released Class Claims and the Released
2 PAGA Claims, or if Defendants fails to fully fund the Gross Settlement Amount:

- 3 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
4 and shall not be admissible in any judicial, administrative or arbitral
5 proceeding for any purpose or with respect to any issue, substantive or
6 procedural;
- 7 2. The conditional class certification (obtained for any purpose) shall be void *ab*
8 *initio* and of no force or effect, and shall not be admissible in any judicial,
9 administrative or arbitral proceeding for any purpose or with respect to any
10 issue, substantive or procedural; and
- 11 3. None of the Parties to this Settlement will be deemed to have waived any
12 claims, objections, defenses or arguments in the Actions, including with
13 respect to the issue of class certification.
- 14 4. Any amounts deposited by Defendants into the QSF, plus any interest accrued,
15 shall be returned to Defendants within five (5) business days of Defendants'
16 written request for repayment upon the Settlement Administrator.
- 17 5. If Defendants fail to fully fund the Gross Settlement Amount, Defendants
18 shall bear the sole responsibility for any cost to issue or reissue any curative
19 notice to the Settlement Class Members and all Settlement Administration
20 Costs incurred to the date of nullification.

21 G. Certification of the Settlement Class. The Parties stipulate to conditional class
22 certification of the Class for the Class Period for purposes of settlement only. In the
23 event that this Settlement is not approved by the Court, fails to become effective, or is
24 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
25 Defendants from obtaining a complete resolution of the Released Claims, the
26 conditional class certification (obtained for any purpose) shall be void *ab initio* and of
27 no force or effect, and shall not be admissible in any judicial, administrative or arbitral
28 proceeding for any purpose or with respect to any issue, substantive or procedural.

1 H. Tax Liability. The Parties make no representations as to the tax treatment or legal
2 effect of the payments called for, and Class Members and/or Aggrieved Employees are
3 not relying on any statement or representation by the Parties in this regard. Class
4 Members and/or Aggrieved Employees understand and agree that they will be
5 responsible for the payment of any taxes and penalties assessed on the Individual
6 Settlement Payments and/or Aggrieved Employees PAGA Payment described and will
7 be solely responsible for any penalties or other obligations resulting from their
8 personal tax reporting of Individual Settlement Payments and/or Aggrieved
9 Employees Payment.

10 I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
11 the “acknowledging party” and each Party to this Agreement other than the
12 acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision
13 of this Agreement, and no written communication or disclosure between or among the
14 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
15 such communication or disclosure constitute or be construed or be relied upon as, tax
16 advice within the meaning of United States Treasury Department circular 230 (31 CFR
17 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
18 her or its own, independent legal and tax counsel for advice (including tax advice) in
19 connection with this Agreement, (b) has not entered into this Agreement based upon
20 the recommendation of any other Party or any attorney or advisor to any other Party,
21 and (c) is not entitled to rely upon any communication or disclosure by any attorney
22 or adviser to any other party to avoid any tax penalty that may be imposed on the
23 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
24 any limitation that protects the confidentiality of any such attorney’s or adviser’s tax
25 strategies (regardless of whether such limitation is legally binding) upon disclosure by
26 the acknowledging party of the tax treatment or tax structure of any transaction,
27 including any transaction contemplated by this Agreement.

1 J. Preliminary Approval Motion. Class Counsel shall draft and file the motion for
2 preliminary approval within 30 days of the execution of this Agreement.

3 K. Settlement Administrator. The Settlement Administrator shall be responsible for:
4 establishing and administering the QSF; calculating, processing and mailing payments
5 to the Class Representative, Class Counsel, LWDA, Class Members, and Aggrieved
6 Employees; printing and mailing the Notice Packets to the Class Members and
7 Aggrieved Employees as directed by the Court; receiving and reporting the objections
8 and requests for exclusion; calculating, deducting and remitting all legally required
9 taxes from Individual Settlement Payments and distributing tax forms for the Wage
10 Portion and Non-Wage Portion of the Individual Settlement Payments and/or
11 Aggrieved Employees Payment; processing and mailing tax payments to the
12 appropriate state and federal taxing authorities; providing declaration(s) as necessary
13 in support of preliminary and/or final approval of this Settlement; and other tasks as
14 the Parties mutually agree or the Court orders the Settlement Administrator to perform.
15 The Settlement Administrator shall keep the Parties timely apprised of the performance
16 of all Settlement Administrator responsibilities by among other things, sending a
17 weekly status report to the Parties' counsel stating the date of the mailing, the number
18 of Elections Not to Participate in Settlement it receives (including the numbers of valid
19 and deficient), and number of objections received.

20 L. Notice Procedure.

21 1. Class Data. On July 8, 2025, Defendants provided the Settlement
22 Administrator with the Class Data for purposes of preparing and mailing
23 Notice Packets to the Class Members.

24 2. Notice Packets.

25 a) The Notice Packet shall contain the Notice of Pendency of Class
26 Action Settlement in a form substantially similar to the form attached
27 as Exhibit A, a Request for Exclusion form attached hereto as Exhibit
28 B, and a Notice of Objection form attached hereto as Exhibit C. The

1 Notice of Class Action Settlement shall inform Class Members and
2 Aggrieved Employees that they need not do anything in order to
3 receive an Individual Settlement Payment and/or Aggrieved
4 Employees Payment and to keep the Settlement Administrator
5 apprised of their current mailing address, to which the Individual
6 Settlement Payments and/or Aggrieved Employee Payment will be
7 mailed following the Funding Date. The Notice of Class Action
8 Settlement shall set forth the release to be given by all members of the
9 Class who do not request to be excluded from the Settlement Class
10 and/or Aggrieved Employees' in exchange for an Individual
11 Settlement Payment and/or Aggrieved Employee Payment, the
12 number of Workweeks worked by each Class Member during the
13 Class Period and PAGA Period, if any, and the estimated amount of
14 their Individual Settlement Payment if they do not request to be
15 excluded from the Settlement and each Aggrieved Employee Payment,
16 if any. The Settlement Administrator shall use the Class Data to
17 determine Class Members' Workweeks and PAGA Pay Periods. The
18 Notice will also advise the Aggrieved Employees that they will release
19 the Released PAGA Claims and will receive their Aggrieved
20 Employee Payment regardless of whether they request to be excluded
21 from the Settlement.

- 22 b) The Notice Packet's mailing envelope shall include the following
23 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
24 ENTITLED TO PARTICIPATE IN A CLASS ACTION
25 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
26 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
27 NOTICE."
28

- 1 3. Notice by First Class U.S. Mail and Email. Upon receipt of the Class Data,
2 the Settlement Administrator will perform a search based on the National
3 Change of Address Database to update and correct any known or identifiable
4 address changes. No later than fourteen (14) calendar days after the Court
5 grants preliminary approval, the Settlement Administrator shall mail copies of
6 the Notice Packet to all Class Members via regular First-Class U.S. Mail. The
7 Settlement Administrator shall exercise its best judgment to determine the
8 current mailing address for each Class Member. The address identified by the
9 Settlement Administrator as the current mailing address shall be presumed to
10 be the best mailing address for each Class Member.
- 11 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
12 Administrator as non-delivered on or before the Response Deadline shall be
13 re-mailed to any forwarding address provided. If no forwarding address is
14 provided, the Settlement Administrator shall promptly attempt to determine a
15 correct address by lawful use of skip-tracing, or other search using the name,
16 address and/or Social Security number of the Class Member involved, and
17 shall then perform a re-mailing, if another mailing address is identified by the
18 Settlement Administrator. In addition, if any Notice Packets, which are
19 addressed to Class Members who are currently employed by Defendants, are
20 returned to the Settlement Administrator as non-delivered and no forwarding
21 address is provided, the Settlement Administrator shall notify Defendants.
22 Defendants will request that the currently employed Class Member provide a
23 corrected address, and transmit to the Settlement Administrator any corrected
24 address provided by the Class Member. Class Members who received a re-
25 mailed Notice Packet shall have their Response Deadline extended fifteen (15)
26 days from the original Response Deadline.
- 27 5. Disputes Regarding Individual Settlement Payments. Class Members will
28 have the opportunity, should they disagree with Defendants' records regarding

1 the start and end dates of employment to provide documentation and/or an
2 explanation to show contrary dates. If there is a dispute, the Settlement
3 Administrator will consult with the Parties to determine whether an
4 adjustment is warranted and work in good faith to attempt to resolve the
5 dispute. If, however, the Parties and the Settlement Administrator are unable
6 to resolve the dispute to the satisfaction of the Class Member, the Court shall
7 retain jurisdiction to resolve the dispute and the Court's resolution shall be
8 binding upon the Class Member and the Parties.

9 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
10 by the Settlement Administrator concerning the administration of the
11 Settlement will be resolved by the Court under the laws of the State of
12 California. Before any such involvement of the Court, counsel for the Parties
13 will confer in good faith to resolve the disputes without the necessity of
14 involving the Court.

15 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
16 Packet shall state that Class Members who wish to exclude themselves from
17 the Settlement must submit a signed copy of the Request for Exclusion form
18 to the Settlement Administrator by the Response Deadline. A Request for
19 Exclusion form will be mailed together with the Notice Packet to all Class
20 Members. The Request for Exclusion will not be valid if it is not timely
21 submitted, if it is not signed by the Class Member, or if it does not contain the
22 name and address and last four digits of the Social Security number of the
23 Class Member. The date of the postmark on the mailing envelope or fax stamp
24 on the Request for Exclusion shall be the exclusive means used to determine
25 whether the request for exclusion was timely submitted. Any Class Member
26 who submits a timely Request for Exclusion shall be excluded from the
27 Settlement Class will not be entitled to an Individual Settlement Payment and
28 will not be otherwise bound by the terms of the Settlement or have any right

1 to object, appeal or comment thereon. However, any Class Member that
2 submits a timely Request for Exclusion that is also a member of the Aggrieved
3 Employees will still receive his/her Aggrieved Employee Payment, as
4 specified below, and in consideration, will be bound by the Release by the
5 Aggrieved Employees as set forth herein. Settlement Class Members shall be
6 bound by all terms of the Settlement and any final judgment entered in this
7 Action if the Settlement is approved by the Court. No later than fourteen (14)
8 calendar days after the Response Deadline, the Settlement Administrator shall
9 provide counsel for the Parties with a final list of the Class Members who have
10 timely submitted Requests for Exclusion. At no time shall any of the Parties
11 or their counsel seek to solicit or otherwise encourage members of the Class
12 to submit Requests for Exclusion from the Settlement.

- 13 8. Objections. The Notice of Class Action Settlement contained in the Notice
14 Packet shall state that Class Members who wish to object to the Settlement
15 may submit to the Settlement Administrator a written statement of objection
16 (“Notice of Objection”) by the Response Deadline. The postmark date of
17 mailing shall be deemed the exclusive means for determining that a Notice of
18 Objection was served timely. The Notice of Objection must be signed by the
19 Settlement Class Member and state: (1) the case name and number; (2) the
20 name of the Settlement Class Member; (3) the address of the Settlement Class
21 Member; (4) the last four digits of the Settlement Class Member’s Social
22 Security number; (4) the basis for the objection; and (5) if the Settlement Class
23 Member intends to appear at the Final Approval/Settlement Fairness Hearing.
24 Class Members who fail to make objections in writing in the manner specified
25 above may still make their objections orally at the Final Approval/Settlement
26 Fairness Hearing with the Court’s permission. Settlement Class Members will
27 have a right to appear at the Final Approval/Settlement Fairness Hearing to
28 have their objections heard by the Court. At no time shall any of the Parties

1 or their counsel seek to solicit or otherwise encourage Class Members to file
2 or serve written objections to the Settlement or appeal from the Order and
3 Final Judgment. Class Members who submit a written request for exclusion
4 may not object to the Settlement. Class Members may not object to the PAGA
5 Payment.

6 M. Funding and Allocation of the Gross Settlement Amount. Defendants are required to
7 pay the Gross Settlement Amount on or before the Funding Date, plus any employer's
8 share of payroll taxes, if any, as mandated by law in the installments and within the
9 time specified herein.

10 1. Individual Settlement Payments. Individual Settlement Payments shall be
11 paid from the Net Settlement Amount and shall be paid pursuant to the
12 formula set forth herein. Using the Class Data, the Settlement Administrator
13 shall add up the total number of Workweeks for all Settlement Class Members.
14 The respective Workweeks for each Settlement Class Member will be divided
15 by the total Workweeks for all Settlement Class Members, resulting in the
16 Payment Ratio for each Settlement Class Member. Each Settlement Class
17 Member's Payment Ratio will then be multiplied by the Net Settlement
18 Amount to calculate each Settlement Class Member's estimated Individual
19 Settlement Payments. Each Individual Settlement Payment will be reduced
20 by any legally mandated employee tax withholdings (e.g., employee payroll
21 taxes, etc.).

22 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
23 Class Data, the Settlement Administrator shall add up the total number of
24 PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.
25 The respective PAGA Pay Periods for each Aggrieved Employee will be
26 divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting
27 in the "PAGA Payment Ratio" for each Aggrieved Employee. Each
28 Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the

1 Aggrieved Employee Payment to calculate each Aggrieved Employee
2 Payment.

3 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
4 Settlement Payments shall be allocated and treated as 20% wages (“Wage
5 Portion”) and 80% interest and penalties (“Non-Wage Portion”). The Wage
6 Portion of the Individual Settlement Payments shall be reported on IRS Form
7 W-2 and the Non-wage Portion of the Individual Settlement Payments shall
8 be reported on IRS Form 1099.

9 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
10 Employee Payments shall be allocated and treated as 100% penalties and shall
11 be reported on IRS Form 1099.

12 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
13 Aggrieved Employee Payment made to Settlement Class Members and/or
14 Aggrieved Employees under this Settlement Agreement, as well as any other
15 payments made pursuant to this Settlement Agreement, will not be utilized to
16 calculate any additional benefits under any benefit plans to which any Class
17 Members may be eligible, including, but not limited to profit-sharing plans,
18 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave
19 plans, PTO plans, and any other benefit plan. Rather, it is the Parties’ intention
20 that this Settlement Agreement will not affect any rights, contributions, or
21 amounts to which any Class Members may be entitled under any benefit plans.

22 6. All monies received by Settlement Class Members under the Settlement which
23 are attributable to wages shall constitute income to such Settlement Class
24 Members solely in the year in which such monies actually are received by the
25 Settlement Class Members. It is the intent of the Parties that Individual
26 Settlement Payments and Aggrieved Employee Payments provided for in this
27 Settlement agreement are the sole payments to be made by Defendants to
28 Settlement Class Members and/or Aggrieved Employees in connection with this

1 Settlement Agreement, with the exception of Plaintiff, and that the Settlement
2 Class Members and/or Aggrieved Employees are not entitled to any new or
3 additional compensation or benefits as a result of having received the Individual
4 Settlement Payments and/or Aggrieved Employee Payment.

5 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
6 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
7 and/or Aggrieved Employees' last known mailing address no later than fifteen
8 (15) calendar days after the Funding Date.

9 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
10 Employees shall remain valid and negotiable for one hundred and eighty (180)
11 days from the date of their issuance. If a Settlement Class Member and/or
12 Aggrieved Employee does not cash his or her settlement check within 90 days,
13 the Settlement Administrator will send a letter to such persons, advising that
14 the check will expire after the 180th day, and invite that Settlement Class
15 Member and/or Aggrieved Employee to request reissuance in the event the
16 check was destroyed, lost or misplaced. In the event an Individual Settlement
17 Payment and/or Aggrieved Employee Payment check has not been cashed
18 within one hundred and eighty (180) days, all funds represented by such
19 uncashed checks, plus any interest accrued thereon, shall be transmitted to the
20 Controller of the State of California to be held pursuant to the Unclaimed
21 Property Law, California Civil Code § 1500 *et seq.*, in the names and
22 corresponding amounts associated with each Class Member and/or Aggrieved
23 Employee whose check(s) are cancelled.

24 9. Service Award. In addition to the Individual Settlement Payment and
25 Aggrieved Employee Payment to be paid to Plaintiff, Plaintiff will apply to
26 the Court for an award of not more than \$10,000, as the Service Award.
27 Defendants will not oppose a Service Award of not more than \$10,000 for
28 Plaintiff. The Settlement Administrator shall pay the Service Award, either

1 in the amount stated herein if approved by the Court or some other amount as
2 approved by the Court, to Plaintiff from the Gross Settlement Amount no later
3 than fifteen (15) calendar days after the Funding Date. Any portion of the
4 requested Service Award that is not awarded to the Class Representative shall
5 be part of the Net Settlement Amount and shall be distributed to Settlement
6 Class Members as provided in this Agreement. The Settlement Administrator
7 shall issue an IRS Form 1099 — MISC to Plaintiff for her Service Award.
8 Plaintiff shall be solely and legally responsible to pay any and all applicable
9 taxes on her Service Award and shall hold harmless the Released Parties from
10 any claim or liability for taxes, penalties, or interest arising as a result of the
11 Service Award. The Service Award shall be in addition to Plaintiff's
12 Individual Settlement Payment as a Settlement Class Member. Approval of
13 this Settlement shall not be conditioned on Court approval of the requested
14 amount of the Service Award. If the Court reduces or does not approve the
15 requested Service Award, Plaintiff shall not have the right to revoke the
16 Settlement, and it will remain binding.

- 17 10. Class Counsel Award. Defendants understand a motion by Class Counsel for
18 a Class Counsel Award comprised of attorneys' fees not to exceed thirty-five
19 percent (35%) of the Gross Settlement Amount currently estimated to be
20 \$105,000 plus costs and expenses supported by declaration not to exceed
21 Thirty Thousand Dollars and Zero Cents (\$30,000.00), from the Gross
22 Settlement Amount will be filed. Any portion of the requested Class Counsel
23 Award that is not awarded to Class Counsel shall be part of the Net Settlement
24 Amount and shall be distributed to Settlement Class Members as provided in
25 this Agreement. The Settlement Administrator shall allocate and pay the
26 Class Counsel Award to Class Counsel from the Gross Settlement Amount no
27 later than fifteen (15) calendar days after the Funding Date. Class Counsel
28 shall be solely and legally responsible to pay all applicable taxes on the

1 payment made pursuant to this paragraph. The Settlement Administrator shall
2 issue an IRS Form 1099 — MISC to Class Counsel for the payments made
3 pursuant to this paragraph. In the event that the Court reduces or does not
4 approve the requested Class Counsel Award, Plaintiff and Class Counsel shall
5 not have the right to revoke the Settlement, or to appeal such order, and the
6 Settlement will remain binding.

7 11. PAGA Payment. Fifteen Thousand Dollars and Zero Cents (\$15,000.00) shall
8 be allocated from the Gross Settlement Amount for settlement of claims for
9 civil penalties under the Private Attorneys General Act of 2004 (“PAGA
10 Payment”). The Settlement Administrator shall pay seventy-five percent
11 (75%) of the PAGA Payment (\$11,250.00) to the California Labor and
12 Workforce Development Agency no later than fifteen (15) calendar days after
13 the Funding Date (“LWDA Payment”). Twenty-five percent (25%) of the
14 PAGA Payment (\$3,750.00) will be distributed to the Aggrieved Employees
15 as described in this Agreement (“Aggrieved Employee Payment”). For
16 purposes of distributing the PAGA Payment to the Aggrieved Employees,
17 each Aggrieved Employee shall receive their Aggrieved Employee Payment
18 using the PAGA Payment Ratio as defined above.

19 12. Settlement Administration Costs. The Settlement Administrator shall be paid
20 for the costs of administration of the Settlement from the Gross Settlement
21 Amount. The estimate of the Settlement Administration Costs is \$6,500.00.
22 The Settlement Administrator shall be paid the Settlement Administration
23 Costs no later than fifteen (15) calendar days after the Funding Date.

24 N. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with
25 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
26 twenty-eight (28) days following the expiration of the Response Deadline, which
27 motion shall request final approval of the Settlement and a determination of the
28 amounts payable for the Service Award, the Class Counsel Award, the PAGA

1 Payment, and the Settlement Administration Costs. Plaintiff will provide Defendants
2 with a draft of the Motion at least three (3) business days prior to the filing of the
3 Motion to give Defendants an opportunity to propose changes or additions to the
4 Motion.

5 1. Declaration by Settlement Administrator. No later than fourteen (14) days
6 after the Response Deadline, the Settlement Administrator shall submit a
7 declaration in support of Plaintiff's motion for final approval of this
8 Settlement detailing the number of Notice Packets mailed and re-mailed to
9 Class Members, the number of undeliverable Notice Packets, the number of
10 timely requests for exclusion, the full names of the Class Members who
11 requested exclusion, the number of objections received, the amount of the
12 average Individual Settlement Payment, the lowest Individual Settlement
13 Payment, and highest Individual Settlement Payment, the Settlement
14 Administration Costs, and any other information as the Parties mutually agree
15 or the Court orders the Settlement Administrator to provide.

16 2. Final Approval Order and Judgment. Class Counsel shall present an Order
17 Granting Final Approval of Class Action Settlement to the Court for its
18 approval, and Judgment thereon, at the time Class Counsel files the Motion
19 for Final Approval.

20 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
21 an opportunity for Counsel for Defendants to review the Motions for Preliminary and
22 Final Approval, including the Order Granting Final Approval of Class Action
23 Settlement, and Judgment before filing with the Court. The Parties and their counsel
24 will cooperate with each other and use their best efforts to affect the Court's approval
25 of the Motions for Preliminary and Final Approval of the Settlement, and entry of
26 Judgment.

27 O. Cooperation. The Parties and their counsel will cooperate with each other and use
28 their best efforts to implement the Settlement.

- 1 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Actions,
2 except such proceedings necessary to implement and complete the Settlement, pending
3 the Final Approval/Settlement Fairness Hearing to be conducted by the Court
- 4 Q. Amendment or Modification. This Agreement may be amended or modified only by
5 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 6 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
7 Agreement among these Parties, and no oral or written representations, warranties or
8 inducements have been made to any Party concerning this Agreement or its Exhibit
9 other than the representations, warranties and covenants contained and memorialized
10 in this Agreement and its Exhibit.
- 11 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
12 represent they are expressly authorized by the Parties whom they represent to negotiate
13 this Agreement and to take all appropriate Action required or permitted to be taken by
14 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
15 documents required to effectuate the terms of this Agreement. The persons signing
16 this Agreement on behalf of Defendants represent and warrant that he is authorized to
17 sign this Agreement on behalf of Defendants. Plaintiff represents and warrants that
18 she is authorized to sign this Agreement and that she has not assigned any claim, or
19 part of a claim, covered by this Settlement to a third-party.
- 20 T. No Public Comment: The Parties and their counsel agree that they will not issue any
21 press releases, initiate any contact with the press, respond to any press inquiry, or have
22 any communication with the press about the fact, amount or terms of the Settlement
23 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
24 of its terms for any marketing or promotional purposes. Nothing herein will restrict
25 Class Counsel from including publicly available information regarding this settlement
26 in future judicial submissions regarding Class Counsel's qualifications and experience.
27 Further, Class Counsel will not include, reference or use the Settlement Agreement for
28

any marketing or promotional purposes, either before or after the Motion for Preliminary Approval is filed.

U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties, as previously defined.

V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes shall be governed by and interpreted according to the laws of the State of California.

W. Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts.

X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement and all orders and judgments entered in connection with this Agreement.

Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

AA. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently intend to pursue any claims against the Released Parties, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendants, regardless of whether Class Counsel is currently aware of any facts or legal theories

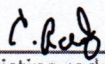
1 upon which any claims or causes of action could be brought against Released Parties,
2 including those facts or legal theories alleged in the operative complaint in this Action.
3 The Parties further acknowledge, understand and agree that this representation is
4 essential to the Agreement and that this Agreement would not have been entered into
5 were it not for this representation.

6 BB. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
7 certification for purposes of this settlement only.

8 CC. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
9 Released Claims have merit and give rise to liability on the part of Defendants.
10 Defendants claim that the Released Claims have no merit and do not give rise to
11 liability. This Agreement is a compromise of disputed claims. Nothing contained in
12 this Agreement and no documents referred to and no action taken to carry out this
13 Agreement may be construed or used as an admission by or against the Defendants or
14 Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other
15 than as may be specifically set forth herein, each Party shall be responsible for and
16 shall bear its/her own attorney's fees and costs.

17 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:
18

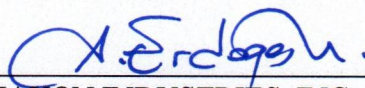
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20 DATED: 10/21/2025



Christina Rodriguez (Oct 21, 2025 10:29:21 PDT)
CHRISTINA RODRIGUEZ

21
22
23
24 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:
25

26 DATED: 10/27/2025



SHAXON INDUSTRIES, INC.
AHMET ERDOGAN

1 liability. This Agreement is a compromise of disputed claims. Nothing contained in
2 this Agreement and no documents referred to and no action taken to carry out this
3 Agreement may be construed or used as an admission by or against the Defendants or
4 Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted.
5 Other than as may be specifically set forth herein, each Party shall be responsible for
6 and shall bear its/her own attorney's fees and costs.

7
8 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

9
10 DATED: _____

CHRISTINA RODRIGUEZ

11
12
13
14 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

15
16 DATED: _____

SHAXON INDUSTRIES, INC.

17
18
19 Printed Name

20
21 Title

22 DATED: 10/6/2025

BENJAMIN WANG

23
24 Benjamin Wang
25 Printed Name

26 DATED: _____

GILBERT WANG

27
28 Printed Name

liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendant or Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear its/her own attorney's fees and costs.

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: _____

CHRISTINA RODRIGUEZ

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

DATED: _____

SHAXON INDUSTRIES, INC.

Printed Name

Title

DATED: _____

BENJAMIN WANG

Printed Name

DATED: 10/6/2025

GILBERT WANG

Gilbert Wang
Printed Name

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Printed Name

Title, CEO

DATED: _____

BENJAMIN WANG

Printed Name

DATED: _____

GILBERT WANG

Printed Name

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: November 3, 2025

JCL LAW FIRM, A.P.C.

By: _____



Attorneys for Plaintiff and the Settlement Class Members

DATED: November 3, 2025

ZAKAY LAW GROUP, APLC

By: _____



Attorneys for Plaintiff and the Settlement Class Members

DATED: October 27, 2025

FROST BROWN TODD, LLP

By: _____

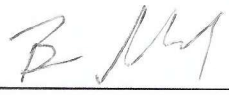


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DATED: 10/28/2025

Ted Bacon, Esq.
Attorneys for Defendants

LAW OFFICES OF BRIAN NEACH

By: 
Brian Neach, Esq.
Attorney for Defendants

DATED: 10-27-2025

LAW OFFICE OF CURTIS CHEN

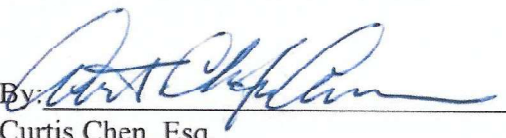
By: 
Curtis Chen, Esq.
Attorney for Defendants

EXHIBIT A

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND FINAL HEARING DATE**

(Rodriguez v. Shaxon Industries, Inc., County of Orange Superior Court Case No. 30-2022-01289124-CU-OE-CXC)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$<<[REDACTED]>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendants as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement . Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Orange (the “Court”) has been reached between Plaintiff Christina Rodriguez (“Plaintiff”) and Defendants Shaxon Industries, Inc. (“Defendant Shaxon”), a California corporation, Defendant Benjamin Wang, and Defendant Gilbert Wang (collectively “Defendant Wang”) (hereinafter “Defendants”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All current and former non-exempt employees who worked for Defendant in California at any time between October 28, 2018, through November 7, 2024 (“Class Period”).

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On August 11, 2022, Plaintiff initiated this Action by filing a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant Shaxon.

On October 28, 2022, Plaintiff filed a Complaint against Defendant Shaxon in the Superior Court of the State of California, County of Orange. Plaintiff asserted claims that Defendant Shaxon: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (c) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (f) Failed to reimburse employees for required expenses in violation of Cal. Lab. Code § 2802; (g) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; and (i) Violations of the Private Attorney General Act (Cal. Lab. Code §§2698 *et seq.*).

On June 11, 2024, Plaintiff amended her Complaint to identify Defendants Doe 1 and 2 as Benjamin Wang and Gilbert Wang, respectively.

On June 13, 2024, Plaintiff filed an Amended Notice of Violations with the LWDA Complaint to identify Defendants Doe 1 and 2 as Benjamin Wang and Gilbert Wang, and served the same on Defendant Wang

Defendants deny and dispute all claims asserted in the Action. Specifically, Defendants contend that the Action could not properly be maintained as a class action; that Defendants properly paid members of the class all wages and overtime that was due; that Defendants provided members of the class with all legally required meal breaks and rest breaks; that Defendants paid any members of the class all wages due them at the time of their terminations; that Defendants provided accurate, itemized wage statements to members of the class; that Defendants reimbursed expense to members of the class; that Defendants did not violate California Business and Professions Code section 17200 *et seq.*; and that Defendants are not liable for any of the penalties claimed or that could be claimed in the Action.

On November 7, 2024, the Parties participated in an all-day mediation with Hon. Steven R. Denton (Ret.) a retired jurist and experienced mediator of wage and hour class actions. The mediation concluded with a settlement, after both sides agreed to a Mediator's proposal. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Settlement Class Members, Class Counsel Award, Settlement Administration Costs, the PAGA Payment, and the Service Payment to the Plaintiff.

After the Judgment becomes Final, Defendants will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed and the Judgment is affirmed.

Amounts to be Paid From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$6,500.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel of an award of attorneys’ fees of no more than thirty-five percent of the Gross Settlement Amount (currently \$105,000.00) and an attorneys’ fees payment of not more than \$30,000.00 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Service Award. Service Award of up to Ten Thousand Dollars (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.
- PAGA Payment. A payment of \$15,000 relating to Plaintiff’s claim under the Private Attorneys General Act (“PAGA”), \$11,250.00 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”) and the remaining \$3,750.00 will be distributed to Aggrieved Employees as part of the Aggrieved Employee Payment.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, Service Award, PAGA Payment, and Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount,” shall be distributed to class members who do **not** request exclusion (“Settlement Class Members”). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the respective Workweeks for each Settlement Class Member by the total Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member. Each Settlement Class Member’s Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member’s estimated Individual Settlement Payment. A “workweek” is defined as any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member was employed by Defendant during the Class Period in California.
- Calculation of Aggrieved Employee Payments to Aggrieved Employees. The Aggrieved Employee Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The Aggrieved Employee Payment will be calculated by dividing the respective PAGA Pay Periods for each Aggrieved Employee by the total PAGA Pay Periods for all Aggrieved Employees, resulting in the “PAGA Payment Ratio” for each Aggrieved Employee. Each Aggrieved Employees’ PAGA Payment Ratio will then be multiplied by the Aggrieved Employee Payment to calculate each

Aggrieved Employee's estimated share of the PAGA Payment. "Aggrieved Employees" means all current and former non-exempt employees who worked for Defendants in California at any time during the PAGA Period. The PAGA Period is defined as the period from August 11, 2021, through November 7, 2024.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. 20% of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. 80% of each Individual Settlement Payment is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants' counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendants, Plaintiff and the Settlement Class Members shall release all class claims alleged, or reasonably could have been alleged based on the facts alleged in the operative complaint which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. The Released PAGA Claims shall be released as follows. As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by Defendants, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement, and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means any all PAGA claims alleged in the operative complaint and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendants' records reflect that you have <<____>> Workweeks worked during the Class Period (October 28, 2018, through November 7, 2024).

Based on this information, your estimated Settlement Share is << _____ >>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ [sixty (60) days after the Notice or re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: APEX Class Action, LLC. (800) 355-0700.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at <https://apexclassaction.com/>.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will your Aggrieved Employee Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is 18 Technology Drive, Suite 154 Irvine, CA 92618. The request for exclusion must state in substance: "I have read the Class Notice and I wish to opt out of the class action and settlement of the case ***Rodriguez v. Shaxon Industries, Inc. Case No. 30-2022-01289124-CU-OE-CXC***." The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which ***Rodriguez v. Shaxon Industries, Inc. Case No. 30-2022-***

01289124-CU-OE-CXC. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than

_____. The address for the Settlement Administrator is 18 Technology Drive, Suite 154 Irvine, CA 92618.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600 San
Diego, CA 92121
Tel: (619) 599-8292
Email: shani@zakaylaw.com

Counsel for Defendant Shaxon:

Ted Bacon, Esq.
Skyler May, Esq.
Frost Brown Todd LLP
633 W. Fifth Street, Suite 900
Los Angeles, CA 90071
Tel.: (213) 229-2400
Fax: (213) 229-2499
Email: tbacon@fbtlaw.com
smay@fbtlaw.com

Counsel for Defendant Benjamin Wang and Gilbert Wang:

Brian Neach, Esq.
Law Offices of Brian Neach
10171 Peregrine Circle
Fountain Valley, CA 92708
Tel.: (714) 475-4550
Email: brianneachlaw@gmail.com

Counsel for Defendant Benjamin Wang and Gilbert Wang:

Curtis Chen, Esq.
Law Office of Curtis Chen
535 Anton Boulevard, Suite 900
Costa Mesa, CA 92626
Tel.: (714) 427-1868
Fax: (714) 427-1868
Email: justice@lawofficeofcurtischen.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 00:00 AM/PM on _____, at the Orange County

Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701, Department CX101, before Judge William Claster. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at _____ or write to ***Rodriguez v. Shaxon Industries, Inc.*** Case No. 30-2022-01289124-CU-OE-CXC, Settlement Administrator, c/o _____.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121. Additionally, you may review the Court's docket for the Action at: <https://civilwebshopping.occourts.org/Login.do>.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall transmit all funds from such uncashed checks to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure § 1500 *et seq.*, in the names and corresponding amounts associated with each Class Member and/or Aggrieved Employee whose check(s) are cancelled. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B

REQUEST FOR EXCLUSION

Instructions: Please complete this Form ONLY IF YOU **DO NOT** WANT TO PARTICIPATE IN THE SETTLEMENT that is described in the Notice of Class Action Settlement that accompanies this Form. If you choose to complete this Form, the deadline for mailing it to the Settlement Administrator is **INSERT DATE**.

I. **PERSONAL INFORMATION**

Name (first, middle and last): _____

Home Street Address: _____

City, State, Zip Code: _____

Home Telephone Number: (____) _____

Last 4 Digits of Social Security Number: _____

II. **REQUEST FOR EXCLUSION**

By signing and returning this Form, I certify that I wish to opt out of the settlement of the class action lawsuit entitled *Rodriguez v. Shaxon Industries, Inc.*, Case No. 30-2022-01289124-CU-OE-CXC, filed in the Superior Court of California, County of Orange. I understand that by requesting to be excluded from the settlement, I will receive no money from the class action portion of the Settlement described in this Notice.

III. **MAILING INSTRUCTIONS**

If you choose to return this Form, you must return it to the Settlement Administrator postmarked on or before **INSERT DATE** AT THE ADDRESS LISTED BELOW:

APEX Group, Inc.
18 Technology Drive, Suite 154,
Irvine, CA 92618

IV. **PLEASE SIGN BELOW**

I declare that the foregoing is true and correct.

Dated: _____

(Signature)

(Print Name)

EXHIBIT C

Apex Class Action LLC
18 Technology Drive, Suite 154
Irvine, CA 92618

Must Be Postmarked
No Later Than
XXX, 2025

NOTICE OF OBJECTION FORM

SUPERIOR COURT OF THE STATE OF CALIFORNIA – COUNTY OF ORANGE
Rodriguez v. Shaxon Industries, Inc., Case No. 30-2022-01289124-CU-OE-CXC

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

Indicate Name/Address Changes, if any:

YOU DO NOT NEED TO COMPLETE THIS FORM TO PARTICIPATE IN THE SETTLEMENT. THIS FORM IS TO BE USED ONLY IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF YOU OBJECT TO THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY AND YOU MUST MAIL IT BY FIRST CLASS U.S. MAIL TO THE SETTLEMENT ADMINISTRATOR SO THAT IT IS POSTMARKED ON OR BEFORE **XXX, 2025. THE ADDRESS FOR THE SETTLEMENT ADMINISTRATOR IS NOTED AT THE TOP OF THIS FORM. IF YOU DO NOT OBJECT TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM.**

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. All of the information on this form is required. If you do not provide all of the information below, your objection will be deemed null and void. Additionally, if you submit a Request for Exclusion and Notice of Objection, the Notice of Objection will nullify your Request for Exclusion.

I, _____, (name of Class Member) hereby object to the Settlement in this case for the following reasons:

Dated: _____

Signature: _____

Print or Type Name: _____

Telephone Number: _____

EXHIBIT 2



ZAKAY LAW GROUP
A PROFESSIONAL LAW CORPORATION

Client # 52401

August 11, 2022

Via Online Filing to LWDA and Certified Mail to Defendant
Labor and Workforce Development Agency
Online Filing

SHAXON INDUSTRIES, INC.

c/o Bahadir Tulunay

337 West Freedom Avenue

Orange, CA 92685

Sent via Certified Mail and Return Receipt 7021 1970 0001 8870 0081

Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804, Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

Our offices represent Plaintiff CHRISTINA RODRIGUEZ (“Plaintiff”), and other aggrieved employees in a proposed lawsuit against Defendant SHAXON INDUSTRIES, INC. (“Defendant”). Plaintiff was employed by Defendant in California from April of 1994 to February of 2022 as non-exempt employees, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all of their time worked, and for all of their meal breaks and rest breaks. Further, Defendant failed to timely pay Plaintiff and other aggrieved employees for earned wages.

As a consequence, Plaintiff contends that Defendant failed to fully compensate her and other similarly situated and aggrieved employees, for all earned wages and failed to provide California-compliant meal and rest breaks and accurate wage statements. Accordingly, Plaintiff contends that Defendant’s conduct violated Labor Code sections §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, 2804, and applicable wage orders, and is therefore actionable pursuant to section 2698 *et seq.*

Plaintiff seeks to represent a group of aggrieved employees defined as all non-exempt employees who worked for Defendant in California during the relevant claim period.

A true and correct copy of the proposed Complaint is attached hereto. The Complaint (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iv) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to the

Plaintiff, and (v) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendant is on notice that Plaintiff continues her investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2695, *et seq.* The lawsuit consists of other aggrieved employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Act of 2004 on behalf of Plaintiff and all aggrieved California employees.

Your earliest response to this notice is appreciated. If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shani O. Zakay', with a stylized flourish at the end.

Shani O. Zakay
Attorney for Plaintiff

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Eduardo Garcia (State Bar #290572)
Sydney Castillo-Johnson (State Bar #343881)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
egarcia@jcl-lawfirm.com
scastillo@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Julieann Alvarado (State Bar #334727)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619)255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com
julieann@zakaylaw.com

Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

CHRISTINA RODRIGUEZ, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

SHAXON INDUSTRIES, INC., a California
corporation, and DOES 1-50, Inclusive,

Defendants.

Case No:

CLASS ACTION COMPLAINT FOR:

- 1) UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §17200 *et seq*;
- 2) FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
- 3) FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq*;
- 4) FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 5) FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;

- 1 6) FAILURE TO REIMBURSE EMPLOYEES
2 FOR REQUIRED EXPENSES IN
3 VIOLATION OF CAL. LAB. CODE § 2802;
4 7) FAILURE TO PROVIDE ACCURATE
5 ITEMIZED STATEMENTS IN
6 VIOLATION OF CAL. LAB. CODE § 226;
7 8) FAILURE TO PROVIDE WAGES WHEN
8 DUE IN VIOLATION OF CAL. LAB.
9 CODE §§ 201, 202 AND 203.

10 **DEMAND FOR A JURY TRIAL**

11 PLAINTIFF CHRISTINA RODRIGUEZ (“PLAINTIFF”), an individual, on behalf of
12 herself and all other similarly situated current and former employees, allege on information and
13 belief, except for her own acts and knowledge which are based on personal knowledge, the
14 following:

15 **PRELIMINARY ALLEGATIONS**

16 1. Defendant SHAXON INDUSTRIES, INC. (“DEFENDANT”) is a California
17 corporation that at all relevant times mentioned herein conducted and continues to conduct
18 substantial and regular business throughout California.

19 2. DEFENDANT manufactures and distributes products for the data and telephone
20 communications industry in the county of Orange, where PLAINTIFF worked.

21 3. PLAINTIFF was employed by DEFENDANT in California from April of 1994 to
22 February of 2022 as a non-exempt employee, paid in part an hourly basis and non-discretionary
23 bonuses, and entitled to the legally required meal and rest periods and payment of minimum and
24 overtime wages due for all time worked.

25 4. PLAINTIFF brings this Class Action on behalf of herself and a California class,
26 defined as all persons who are or previously were employed by DEFENDANT in California and
27 classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the period
28 beginning four (4) years prior to the filing of this Complaint and ending on the date as determined
by the Court (the “CLASS PERIOD”). The amount in controversy for the aggregate claim of the
CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

1 5. PLAINTIFF brings this Class Action on behalf of herself and a CALIFORNIA
2 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during
3 the CLASS PERIOD caused by DEFENDANT's uniform policy and practice which failed to
4 lawfully compensate these employees. DEFENDANT's uniform policy and practice alleged
5 herein was an unlawful, unfair, and deceptive business practice whereby DEFENDANT retained
6 and continues to retain wages due to PLAINTIFF and the other members of the CALIFORNIA
7 CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction
8 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and the
9 other members of the CALIFORNIA CLASS who have been economically injured by
10 DEFENDANT's past and current unlawful conduct, and all other appropriate legal and equitable
11 relief.

12 6. The true names and capacities, whether individual, corporate, subsidiary,
13 partnership, associate or otherwise of DEFENDANTS DOES 1 through 50, inclusive, are
14 presently unknown to PLAINTIFF who therefore sues these DEFENDANTS by such fictitious
15 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
16 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when they are
17 ascertained. PLAINTIFF is informed and believes, and based upon that information and belief
18 alleges, that the DEFENDANTS named in this Complaint, including DOES 1 through 50,
19 inclusive, are responsible in some manner for one or more of the events and happenings that
20 proximately caused the injuries and damages hereinafter alleged.

21 7. The agents, servants and/or employees of the Defendants and each of them acting
22 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
23 agent, servant and/or employee of the Defendants, and personally participated in the conduct
24 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
25 Consequently, the acts of each Defendant are legally attributable to the other Defendants and all
26 Defendants are jointly and severally liable to PLAINTIFF and the other members of the
27 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
28 Defendants' agents, servants and/or employees.

1 8. DEFENDANTS were PLAINTIFF'S employers or persons acting on behalf of the
2 PLAINTIFF'S employer, within the meaning of California Labor Code § 558, who violated or
3 caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
4 regulating hours and days of work in any order of the Industrial Welfare Commission and, as
5 such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code § 558,
6 at all relevant times.

7 9. DEFENDANTS were PLAINTIFF'S employers or persons acting on behalf of
8 PLAINTIFF'S employer either individually or as an officer, agent, or employee of another person,
9 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any
10 employee a wage less than the minimum fixed by California state law, and as such, are subject to
11 civil penalties for each underpaid employee.

12 10. DEFENDANT's uniform policies and practices alleged herein were unlawful,
13 unfair, and deceptive business practices whereby DEFENDANT retained and continue to retain
14 wages due to PLAINTIFF and other members of the CALIFORNIA CLASS.

15 11. PLAINTIFF and other members of the CALIFORNIA CLASS seek an injunction
16 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and
17 other members of the CALIFORNIA CLASS who has been economically injured by
18 DEFENDANT's past and current unlawful conduct, and all other appropriate legal and equitable
19 relief.

20 **JURISDICTION AND VENUE**

21 12. This Court has jurisdiction over this Action pursuant to California Code of Civil
22 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This
23 action is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of
24 DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

25 13. Venue is proper in this Court pursuant to California Code of Civil Procedure,
26 Sections 395 and 395.5, because DEFENDANT operates in locations across California, employs
27 the CALIFORNIA CLASS across California, including in this County, and committed the
28 wrongful conduct herein alleged in this County against the CALIFORNIA CLASS.

THE CONDUCT

14. In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANT as a matter of company policy, practice, and procedure, intentionally, knowingly, and systematically failed to provide legally compliant meal and rest periods, failed to accurately compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest periods, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked, failed compensate PLAINTIFF and other members of the CALIFORNIA CLASS for off-the-clock work, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS overtime at the correct regular rate of pay, failed to compensate PLAINTIFF and other members of the CALIFORNIA CLASS meal rest premiums at the regular rate, failed to reimburse PLAINTIFF and other CALIFORNIA CLASS Members for business expenses, and failed to issue to PLAINTIFF and the members of the CALIFORNIA CLASS with accurate itemized wage statements showing, among other things, all applicable hourly rates in effect during the pay periods and the corresponding amount of time worked at each hourly rate. DEFENDANT’s uniform policies and practices are intended to purposefully avoid the accurate and full payment for all time worked as required by California law which allows DEFENDANT to illegally profit and gain an unfair advantage over competitors who comply with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA CLASS against DEFENDANT, the CLASS PERIOD should be adjusted accordingly.

A. Meal Period Violations

15. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. From time to time during the CLASS PERIOD, DEFENDANT required PLAINTIFF and CALIFORNIA CLASS Members to work without paying them for all the time they were under DEFENDANT’s control. Specifically, DEFENDANT required PLAINTIFF to work and maintain a cordless communication device in

1 order to receive and send work-related communications while clocked out during what was
2 supposed to be PLAINTIFF'S off-duty meal break. Indeed, there were many days where
3 PLAINTIFF did not even receive a partial lunch. As a result, the PLAINTIFF and other
4 CALIFORNIA CLASS Members forfeited minimum wage and overtime compensation by
5 regularly working without their time being accurately recorded and without compensation at the
6 applicable minimum wage and overtime rates. DEFENDANT's uniform policy and practice not
7 to pay PLAINTIFF and other CALIFORNIA CLASS Members for all time worked is evidenced
8 by DEFENDANT's business records.

9 16. From time to time during the CLASS PERIOD, as a result of their rigorous work
10 schedules and DEFENDANT's inadequate staffing practices, PLAINTIFF and other
11 CALIFORNIA CLASS Members are from time to time unable to take thirty (30) minute off duty
12 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other
13 CALIFORNIA CLASS Members are required to perform work as ordered by DEFENDANT for
14 more than five (5) hours during some shifts without receiving a meal break. Further,
15 DEFENDANT fails to provide PLAINTIFF and CALIFORNIA CLASS Members with a second
16 off-duty meal period for some workdays in which these employees are required by DEFENDANT
17 to work ten (10) hours of work. The nature of the work performed by PLAINTIFF and other
18 CALIFORNIA CLASS Members does not qualify for the limited and narrowly construed "on-
19 duty" meal period exception. When they were provided with meal periods, PLAINTIFF and other
20 CALIFORNIA CLASS Members were, from time to time, required to remain on duty and on call,
21 and required to maintain cordless communication devices on their person in order to receive and
22 send work-related communications. DEFENDANT's failure to provide PLAINTIFF and the
23 CALIFORNIA CLASS Members with legally required meal breaks is evidenced by
24 DEFENDANT's business records. PLAINTIFF and other members of the CALIFORNIA CLASS
25 therefore forfeit meal breaks without additional compensation and in accordance with
26 DEFENDANT's strict corporate policy and practice.

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1 **B. Rest Period Violations**

2 17. From time to time during the CLASS PERIOD, PLAINTIFF and other
3 CALIFORNIA CLASS Members were also required to work in excess of four (4) hours without
4 being provided ten (10) minute rest periods as a result of their rigorous work requirements and
5 DEFENDANT's inadequate staffing. Further, for the same reasons, these employees were denied
6 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
7 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some
8 shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and
9 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from
10 time to time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA
11 CLASS Members were, from time to time, required to remain on duty, on call, and/or maintain
12 cordless communication devices on their person in order to receive and send work-related
13 communications. PLAINTIFF and other CALIFORNIA CLASS Members were also not provided
14 with one-hour wages *in lieu* thereof. As a result of their rigorous work schedules and
15 DEFENDANT's inadequate staffing, PLAINTIFF and other CALIFORNIA CLASS Members
16 were from time to time denied their proper rest periods by DEFENDANT and DEFENDANT's
17 managers.

18 **C. Unreimbursed Business Expenses**

19 18. DEFENDANT as a matter of corporate policy, practice, and procedure,
20 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF
21 and the other CALIFORNIA CLASS Members for required business expenses incurred by the
22 PLAINTIFF and other CALIFORNIA CLASS Members in direct consequence of discharging
23 their duties on behalf of DEFENDANT. Under California Labor Code Section 2802, employers
24 are required to indemnify employees for all expenses incurred in the course and scope of their
25 employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her
26 employee for all necessary expenditures or losses incurred by the employee in direct consequence
27 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,
28

1 even though unlawful, unless the employee, at the time of obeying the directions, believed them
2 to be unlawful."

3 19. In the course of their employment, DEFENDANT required PLAINTIFF and other
4 CALIFORNIA CLASS Members to use their personal computers and home internet as a result of
5 and in furtherance of their job duties. Specifically, PLAINTIFF and other CALIFORNIA CLASS
6 Members were required to use their personal computers and home internet in order to perform
7 work related tasks. However, DEFENDANT unlawfully failed to reimburse PLAINTIFF and
8 other CALIFORNIA CLASS Members for the use of their personal computers and home internet.
9 As a result, in the course of their employment with DEFENDANT, the PLAINTIFF and other
10 CALIFORNIA CLASS Members incurred unreimbursed business expenses that included, but
11 were not limited to, costs related to the use of their personal computers and home internet, all on
12 behalf of and for the benefit of DEFENDANT.

13 **D. Wage Statement Violations**

14 20. California Labor Code Section 226 required an employer to furnish its employees
15 and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours
16 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,
17 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
18 name of the employee and only the last four digits of the employee's social security number or an
19 employee identification number other than a social security number, (8) the name and address of
20 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
21 period and the corresponding number of hours worked at each hourly rate by the employee.

22 21. From time to time during the CLASS PERIOD, when PLAINTIFF and other
23 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurately for
24 missed meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also
25 failed to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and
26 accurate wage statements which failed to show, among other things, all deductions, the total hours
27 worked and all applicable hourly rates in effect during the pay period, and the corresponding
28

1 amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed
2 meal and rest periods.

3 22. Further, from time to time, DEFENDANTS included Holiday and Vacation hours
4 into the computation of total hours worked for purposes of Cal. Lab. Code § 226(a)(2),
5 notwithstanding the fact that Holiday and Vacation hours are not considered hours worked.
6 DEFENDANTS' inclusion of Holiday and Vacation hours into the total hours worked in itemized
7 wage statements issued to PLAINTIFF and other CALIFORNIA CLASS Members violates Cal.
8 Lab. Code § 226(a)(2).

9 23. In addition to the foregoing, DEFENDANT, from time to time, failed to provide
10 PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with
11 Cal. Lab. Code § 226.

12 24. As a result, DEFENDANT issued PLAINTIFF and other members of the
13 CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further,
14 DEFENDANT's violations are knowing and intentional, were not isolated due to an unintentional
15 payroll error due to clerical or inadvertent mistake.

16 **E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

17 25. During the CLASS PERIOD, from time-to-time DEFENDANT failed and
18 continues to fail to accurately pay PLAINTIFF and other members of the CALIFORNIA CLASS
19 for all hours worked.

20 26. During the CLASS PERIOD, from time-to-time DEFENDANT required
21 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift
22 work, including but not limited to, submitting to Covid-19 health screenings. This resulted in
23 PLAINTIFF and other members of the CALIFORNIA CLASS to have to work while off-the-
24 clock.

25 27. DEFENDANT directed and directly benefited from the undercompensated off-the-
26 clock work performed by PLAINTIFF and the other CALIFORNIA CLASS Members.

1 28. DEFENDANT controlled the work schedules, duties, and protocols, applications,
2 assignments, and employment conditions of PLAINTIFF and the other members of the
3 CALIFORNIA CLASS.

4 29. DEFENDANT was able to track the amount of time PLAINTIFF and the other
5 members of the CALIFORNIA CLASS spent working; however, DEFENDANT failed to
6 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all
7 wages earned and owed for all the work they performed.

8 30. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-
9 exempt employees, subject to the requirements of the California Labor Code.

10 31. DEFENDANT's policies and practices deprived PLAINTIFF and the other
11 CALIFORNIA CLASS Members of all minimum regular, overtime, and double time wages owed
12 for the off-the-clock work activities. Because PLAINTIFF and the other members of the
13 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than
14 eight (8) hours per day, DEFENDANT's policies and practices also deprived them of overtime
15 pay.

16 32. DEFENDANT knew or should have known that PLAINTIFF and the other
17 members of the CALIFORNIA CLASS off-the-clock work was compensable under the law.

18 33. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
19 forfeited wages due to them for all hours worked at DEFENDANT's direction, control, and
20 benefit for the time spent working while off-the-clock, including but not limited to, time spent
21 submitting to Covid-19 health screenings. DEFENDANT's uniform policy and practice to not
22 pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours worked in
23 accordance with applicable law is evidenced by DEFENDANT's business records.

24 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums,**
25 **and Redeemed Sick Pay**

26 34. From time to time during the CLASS PERIOD, DEFENDANT failed and
27 continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS
28 Members for their overtime and double time hours worked, meal and rest period premiums, and

1 redeemed sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS Members
2 forfeited wages due to them for working overtime without compensation at the correct overtime
3 and double time rates, meal and rest period premiums, and redeemed sick pay rates.
4 DEFENDANT's uniform policy and practice not to pay the CALIFORNIA CLASS Members at
5 the correct rate for all overtime and double time worked, meal and rest period premiums, and
6 redeemed sick pay in accordance with applicable law is evidenced by DEFENDANT's business
7 records.

8 35. State law provides that employees must be paid overtime at one-and-one-half times
9 their "regular rate of pay." PLAINTIFF and other CALIFORNIA CLASS Members were
10 compensated at an hourly rate plus incentive pay that was tied to specific elements of an
11 employee's performance.

12 36. The second component of PLAINTIFF's and other CALIFORNIA CLASS
13 Members' compensation was DEFENDANTS' non-discretionary incentive program that paid
14 PLAINTIFF and other CLASS MEMBERS incentive wages based on their performance for
15 DEFENDANTS. The non-discretionary bonus program provided all employees paid on an hourly
16 basis with bonus compensation when the employees met the various performance goals set by
17 DEFENDANTS.

18 37. However, from-time-to-time, when calculating the regular rate of pay, in those pay
19 periods where PLAINTIFF and other CALIFORNIA CLASS members worked overtime, double
20 time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-
21 discretionary bonus, DEFENDANTS failed to accurately include the non-discretionary bonus
22 compensation as part of the employees' "regular rate of pay" and/or calculated all hours worked
23 rather than just all non-overtime hours worked. Management and supervisors described the
24 incentive/bonus program to potential and new employees as part of the compensation package.
25 As a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA
26 CLASS members must be included in the "regular rate of pay." The failure to do so has resulted
27 in a systematic underpayment of overtime and double time compensation, meal and rest period
28 premiums, and redeemed sick pay to PLAINTIFF and other CALIFORNIA CLASS members by

1 DEFENDANTS. Specifically, California Labor Code Section 246 mandates that paid sick time
2 for non-employees shall be calculated in the same manner as the regular rate of pay for the
3 workweek in which the non-exempt employee uses paid sick time, whether or not the employee
4 actually works overtime in that workweek. DEFENDANTS' conduct, as articulated herein, by
5 failing to include the incentive compensation as part of the "regular rate of pay" for purposes of
6 sick pay compensation was in violation of Cal. Lab. Code § 246 the underpayment of which is
7 recoverable under Cal. Labor Code Sections 201, 202, 203 and/or 204.

8 38. In violation of the applicable sections of the California Labor Code and the
9 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a
10 matter of company policy, practice, and procedure, intentionally and knowingly failed to
11 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate
12 of pay for all overtime and double time worked, meal and rest period premiums, and sick pay.
13 This uniform policy and practice of DEFENDANT is intended to purposefully avoid the payment
14 of the correct overtime and double time compensation, meal and rest period premiums, and sick
15 pay as required by California law which allowed DEFENDANT to illegally profit and gain an
16 unfair advantage over competitors who complied with the law. To the extent equitable tolling
17 operates to toll claims by the CALIFORNIA CLASS members against DEFENDANT, the
18 CLASS PERIOD should be adjusted accordingly.

19 **G. Violations for Untimely Payment of Wages**

20 39. Pursuant to California Labor Code section 204, PLAINTIFF and the
21 CALIFORNIA CLASS members were entitled to timely payment of wages during their
22 employment. PLAINTIFF and the CALIFORNIA CLASS members, from time to time, did not
23 receive payment of all wages, including, but not limited to, overtime wages, minimum wages,
24 meal period premium wages, and rest period premium wages within permissible time period.

25 **H. Unlawful Deductions**

26 40. DEFENDANTS, from time-to-time unlawfully deducted wages from PLAINTIFF
27 and CALIFORNIA CLASS Members' pay without explanations and without authorization to do
28

1 so or notice to PLAINTIFF and the CALIFORNIA CLASS Members. As a result,
2 DEFENDANTS violated Labor Code § 221.

3 41. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take
4 off duty meal and rest breaks and was not fully relieved of duty for his rest and meal periods.
5 PLAINTIFF was required to perform work as ordered by DEFENDANT for more than five (5)
6 hours during a shift without receiving an off-duty meal break. Further, DEFENDANT failed to
7 provide PLAINTIFF with a second off-duty meal period each workday in which she was required
8 by DEFENDANT to work ten (10) hours of work. When DEFENDANT provided PLAINTIFF
9 with a rest break, they required PLAINTIFF to remain on-duty and on-call for the rest break.
10 DEFENDANT policy caused PLAINTIFF to remain on-call and on-duty during what was
11 supposed to be his off-duty meal periods. PLAINTIFF therefore forfeited meal and rest breaks
12 without additional compensation and in accordance with DEFENDANT’S strict corporate policy
13 and practice. Moreover, DEFENDANT also provided PLAINTIFF with paystubs that failed to
14 comply with Cal. Lab. Code § 226. Further, DEFENDANT also failed to reimburse PLAINTIFF
15 for required business expenses related to the personal expenses incurred for the use of her personal
16 computer and home internet, on behalf of and in furtherance of his employment with
17 DEFENDANT. To date, DEFENDANT has not fully paid PLAINTIFF the minimum, overtime
18 and double time compensation still owed to her or any penalty wages owed to her under Cal. Lab.
19 Code § 203. The amount in controversy for PLAINTIFF individually does not exceed the sum or
20 value of \$75,000.

21 **CLASS ACTION ALLEGATIONS**

22 42. PLAINTIFF bring this Class Action on behalf of herself, and a California class
23 defined as all persons who are or previously were employed by DEFENDANT in California and
24 classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the period
25 beginning four (4) years prior to the filing of this Complaint and ending on the date as determined
26 by the Court (the “CLASS PERIOD”).

27 43. PLAINTIFF and the other CALIFORNIA CLASS Members have uniformly been
28 deprived of wages and penalties from unpaid wages earned and due, including but not limited to

1 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,
2 illegal meal and rest period policies, failed to reimburse for business expenses, failed compensate
3 for off-the-clock work, failure to provide accurate itemized wage statements, failure to maintain
4 required records, and interest, statutory and civil penalties, attorney's fees, costs, and expenses.

5 44. The members of the class are so numerous that joinder of all class members is
6 impractical.

7 45. Common questions of law and fact regarding DEFENDANT's conduct, including
8 but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately
9 calculate the regular rate of pay for overtime compensation, failure to accurately calculate the
10 regular rate of compensation for missed meal and rest period premiums, failing to provide legally
11 compliant meal and rest periods, failed to reimburse for business expenses, failure to provide
12 accurate itemized wage statements accurate, and failure to ensure they are paid at least minimum
13 wage and overtime, exist as to all members of the class and predominate over any questions
14 affecting solely any individual members of the class. Among the questions of law and fact
15 common to the class are:

- 16 a. Whether DEFENDANT maintained legally compliant meal period policies and
17 practices;
- 18 b. Whether DEFENDANT maintained legally compliant rest period policies and
19 practices;
- 20 c. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
21 Members accurate premium payments for missed meal and rest periods;
- 22 d. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
23 Members accurate overtime wages;
- 24 e. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
25 Members at least minimum wage for all hours worked;
- 26 f. Whether DEFENDANT failed to compensate PLAINTIFF and the CALIFORNIA
27 CLASS Members for required business expenses;
- 28 g. Whether DEFENDANT issued legally compliant wage statements;

1 h. Whether DEFENDANT committed an act of unfair competition by systematically
2 failing to record and pay PLAINTIFF and the other members of the CALIFORNIA
3 CLASS for all time worked;

4 i. Whether DEFENDANT committed an act of unfair competition by systematically
5 failing to record all meal and rest breaks missed by PLAINTIFF and other
6 CALIFORNIA CLASS Members, even though DEFENDANT enjoyed the benefit
7 of this work, required employees to perform this work and permits or suffers to
8 permit this work;

9 j. Whether DEFENDANT committed an act of unfair competition in violation of the
10 UCL, by failing to provide the PLAINTIFF and the other members of the
11 CALIFORNIA CLASS with the legally required meal and rest periods.

12 46. PLAINTIFF are members of the CALIFORNIA CLASS and suffered damages as
13 a result of DEFENDANT's conduct and actions alleged herein.

14 47. PLAINTIFF'S claims are typical of the claims of the CALIFORNIA CLASS, and
15 PLAINTIFF have the same interests as the other members of the class.

16 48. PLAINTIFF will fairly and adequately represent and protect the interests of the
17 CALIFORNIA CLASS Members.

18 49. PLAINTIFF retained able class counsel with extensive experience in class action
19 litigation.

20 50. Further, PLAINTIFF'S interests are coincident with, and not antagonistic to, the
21 interest of the other CALIFORNIA CLASS Members.

22 51. There is a strong community of interest among PLAINTIFF and the members of
23 the CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANT are
24 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
25 sustained.

26 52. The questions of law and fact common to the CALIFORNIA CLASS Members
27 predominate over any questions affecting only individual members, including legal and factual
28 issues relating to liability and damages.

53. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because joinder of all class members is impractical. Moreover, since the damages suffered by individual members of the class may be relatively small, the expense and burden of individual litigation makes it practically impossible for the members of the class individually to redress the wrongs done to them. Without class certification and determination of declaratory, injunctive, statutory, and other legal questions within the class format, prosecution of separate actions by individual members of the CALIFORNIA CLASS will create the risk of:

- a. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA CLASS which would establish incompatible standards of conduct for the parties opposing the CALIFORNIA CLASS; and/or,
- b. Adjudication with respect to individual members of the CALIFORNIA CLASS which would as a practical matter be dispositive of the interests of the other members not party to the adjudication or substantially impair or impeded their ability to protect their interests.

54. Class treatment provides manageable judicial treatment calculated to bring an efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of DEFENDANT.

FIRST CAUSE OF ACTION

Unlawful Business Practices

(Cal. Bus. And Prof. Code §§ 17200, *et seq.*)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)

55. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

56. DEFENDANT is a “person” as that term is defined under Cal. Bus. And Prof. Code § 17021.

1 57. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines
2 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203
3 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair competition
4 as follows:

5 Any person who engages, has engaged, or proposes to engage in unfair competition may
6 be enjoined in any court of competent jurisdiction. The court may make such orders or
7 judgments, including the appointment of a receiver, as may be necessary to prevent the
8 use or employment by any person of any practice which constitutes unfair competition, as
9 defined in this chapter, or as may be necessary to restore to any person in interest any
10 money or property, real or personal, which may have been acquired by means of such
11 unfair competition. (Cal. Bus. & Prof. Code § 17203).

12 58. By the conduct alleged herein, DEFENDANT has engaged and continues to
13 engage in a business practice which violates California law, including but not limited to, the
14 applicable Wage Order(s), the California Code of Regulations and the California Labor Code
15 including Sections 201, 202, 203, 204, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and
16 2802, for which this Court should issue declaratory and other equitable relief pursuant to Cal.
17 Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to
18 constitute unfair competition, including restitution of wages wrongfully withheld.

19 59. By the conduct alleged herein, DEFENDANT’s practices were unlawful and unfair
20 in that these practices violated public policy, were immoral, unethical, oppressive unscrupulous
21 or substantially injurious to employees, and were without valid justification or utility for which
22 this Court should issue equitable and injunctive relief pursuant to Section 17203 of the California
23 Business & Professions Code, including restitution of wages wrongfully withheld.

24 60. By the conduct alleged herein, DEFENDANT’s practices were deceptive and
25 fraudulent in that DEFENDANT’s uniform policy and practice failed to provide the legally
26 mandated meal and rest periods and the required amount of compensation for missed meal and
27 rest periods, failed to pay minimum and overtime wages owed, and failed to reimburse all
28 necessary business expenses incurred, due to a systematic business practice that cannot be
justified, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission
requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should

1 issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including
2 restitution of wages wrongfully withheld.

3 61. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
4 unfair, and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and the
5 other members of the CALIFORNIA CLASS to be underpaid during their employment with
6 DEFENDANT.

7 62. By the conduct alleged herein, DEFENDANT's practices were also unfair and
8 deceptive in that DEFENDANT's uniform policies, practices and procedures failed to provide
9 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members as
10 required by Cal. Lab. Code §§ 226.7 and 512.

11 63. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each
12 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal
13 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for
14 each workday in which a second off-duty meal period was not timely provided for each ten (10)
15 hours of work.

16 64. PLAINTIFF further demands on behalf of herself and on behalf of each
17 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was
18 not timely provided as required by law.

19 65. By and through the unlawful and unfair business practices described herein,
20 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and the
21 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and
22 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
23 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT
24 to unfairly compete against competitors who comply with the law.

25 66. All the acts described herein as violations of, among other things, the Industrial
26 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
27 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and
28

1 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business
2 practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

3 67. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
4 and do, seek such relief as may be necessary to restore to them the money and property which
5 DEFENDANT has acquired, or of which PLAINTIFF and the other members of the
6 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair
7 business practices, including earned but unpaid wages for all time worked.

8 68. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
9 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair,
10 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
11 engaging in any unlawful and unfair business practices in the future.

12 69. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,
13 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of
14 DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As a
15 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other
16 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal
17 and economic harm unless DEFENDANT is restrained from continuing to engage in these
18 unlawful and unfair business practices.

19 **SECOND CAUSE OF ACTION**

20 **Failure To Pay Minimum Wages**

21 **(Cal. Lab. Code §§ 1194, 1197 and 1197.1)**

22 **Alleged by PLAINTIFF and the CALIFORNIA CLASS against ALL Defendants)**

23 70. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
24 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
25 Complaint.

26 71. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
27 DEFENDANT's willful and intentional violations of the California Labor Code and the Industrial
28

1 Welfare Commission requirements for DEFENDANT's failure to accurately calculate and pay
2 minimum wages to PLAINTIFF and CALIFORNIA CLASS Members.

3 72. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public
4 policy, an employer must timely pay its employees for all hours worked.

5 73. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
6 commission is the minimum wage to be paid to employees, and the payment of a less wage than
7 the minimum so fixed is unlawful.

8 74. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
9 including minimum wage compensation and interest thereon, together with the costs of suit.

10 75. DEFENDANT maintained a uniform wage practice of paying PLAINTIFF and the
11 other members of the CALIFORNIA CLASS without regard to the correct amount of time they
12 work. As set forth herein, DEFENDANT's uniform policy and practice was to unlawfully and
13 intentionally deny timely payment of wages due to PLAINTIFF and the other members of the
14 CALIFORNIA CLASS.

15 76. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,
16 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
17 implementing a uniform policy and practice that denies accurate compensation to PLAINTIFF
18 and the other members of the CALIFORNIA CLASS in regard to minimum wage pay.

19 77. In committing these violations of the California Labor Code, DEFENDANT
20 inaccurately calculated the correct time worked and consequently underpaid the actual time
21 worked by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANT acted
22 in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of
23 the California Labor Code, the Industrial Welfare Commission requirements and other applicable
24 laws and regulations.

25 78. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
26 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
27 minimum wage compensation for their time worked for DEFENDANT.
28

1 79. During the CLASS PERIOD, PLAINTIFF and the other members of the
2 CALIFORNIA CLASS were paid less for time worked that they were entitled to, constituting a
3 failure to pay all earned wages.

4 80. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
5 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
6 time they worked, PLAINTIFF and the other members of the CALIFORNIA CLASS have
7 suffered and will continue to suffer an economic injury in amounts which are presently unknown
8 to them, and which will be ascertained according to proof at trial.

9 81. DEFENDANT knew or should have known that PLAINTIFF and the other
10 members of the CALIFORNIA CLASS were under-compensated for their time worked.
11 DEFENDANT systematically elected, either through intentional malfeasance or gross
12 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
13 and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay
14 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages
15 for their time worked.

16 82. In performing the acts and practices herein alleged in violation of California labor
17 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
18 and provide them with the requisite compensation, DEFENDANT acted and continues to act
19 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
20 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the
21 consequences to them, and with the despicable intent of depriving them of their property and legal
22 rights, and otherwise causing them injury in order to increase company profits at the expense of
23 these employees.

24 83. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
25 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the
26 assessment of any statutory penalties against DEFENDANT, in a sum as provided by the
27 California Labor Code and/or other applicable statutes. To the extent minimum wage
28 compensation is determined to be owed to the CALIFORNIA CLASS Members who have

1 terminated their employment, DEFENDANT's conduct also violates Labor Code §§ 201 and/or
2 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab.
3 Code § 203, which penalties are sought herein on behalf of these CALIFORNIA CLASS
4 Members. DEFENDANT's conduct as alleged herein was willful, intentional and not in good
5 faith. Further, PLAINTIFF and other CALIFORNIA CLASS Members are entitled to seek and
6 recover statutory costs.

7 **THIRD CAUSE OF ACTION**

8 **Failure To Pay Overtime Compensation**

9 **(Cal. Lab. Code §§ 204, 510, 1194 and 1198)**

10 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against ALL Defendants)**

11 84. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
12 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
13 Complaint.

14 85. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
15 DEFENDANT's willful and intentional violations of the California Labor Code and the Industrial
16 Welfare Commission requirements for DEFENDANT's failure to pay these employees for all
17 overtime worked, including, work performed in excess of eight (8) hours in a workday, and/or
18 twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

19 86. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public
20 policy, an employer must timely pay its employees for all hours worked.

21 87. Cal. Lab. Code § 510 provides that employees in California shall not be employed
22 more than eight (8) hours per workday and/or more than forty (40) hours per workweek unless
23 they receive additional compensation beyond their regular wages in amounts specified by law.

24 88. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
25 including minimum and overtime compensation and interest thereon, together with the costs of
26 suit. Cal. Lab. Code § 1198 further states that the employment of an employee for longer hours
27 than those fixed by the Industrial Welfare Commission is unlawful.
28

1 89. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS Members
2 were required by DEFENDANT to work for DEFENDANT and were not paid for all the time
3 they worked, including overtime work.

4 90. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,
5 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
6 implementing a uniform policy and practice that failed to accurately record overtime worked by
7 PLAINTIFF and other CALIFORNIA CLASS Members and denied accurate compensation to
8 PLAINTIFF and the other members of the CALIFORNIA CLASS for overtime worked,
9 including, the overtime work performed in excess of eight (8) hours in a workday, and/or twelve
10 (12) hours in a workday, and/or forty (40) hours in any workweek.

11 91. In committing these violations of the California Labor Code, DEFENDANT
12 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
13 PLAINTIFF and other CALIFORNIA CLASS Members. DEFENDANT acted in an illegal
14 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
15 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
16 regulations.

17 92. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
18 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
19 overtime compensation for their time worked for DEFENDANT.

20 93. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
21 from the overtime requirements of the law. None of these exemptions are applicable to
22 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the
23 other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining
24 agreement that would preclude the causes of action contained herein this Complaint. Rather,
25 PLAINTIFF bring this Action on behalf of herself, and the CALIFORNIA CLASS, based on
26 DEFENDANT's violations of non-negotiable, non-waivable rights provided by the State of
27 California.

1 94. During the CLASS PERIOD, PLAINTIFF and the other members of the
2 CALIFORNIA CLASS were paid less for overtime worked that they were entitled to, constituting
3 a failure to pay all earned wages.

4 95. DEFENDANT failed to accurately pay PLAINTIFF and the other members of the
5 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the
6 maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194, & 1198, even
7 though PLAINTIFF and the other members of the CALIFORNIA CLASS were regularly required
8 to work, and did in fact work overtime, and did in fact work overtime as to which DEFENDANT
9 failed to accurately record and pay as evidenced by DEFENDANT's business records and
10 witnessed by employees.

11 96. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
12 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
13 amount of overtime they worked, PLAINTIFF and the other members of the CALIFORNIA
14 CLASS have suffered and will continue to suffer an economic injury in amounts which are
15 presently unknown to them, and which will be ascertained according to proof at trial.

16 97. DEFENDANT knew or should have known that PLAINTIFF and the other
17 members of the CALIFORNIA CLASS were undercompensated for their time worked.
18 DEFENDANT systematically elected, either through intentional malfeasance or gross
19 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and
20 procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay PLAINTIFF
21 and the other members of the CALIFORNIA CLASS the correct overtime wages for their
22 overtime worked.

23 98. In performing the acts and practices herein alleged in violation of California labor
24 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
25 and provide them with the requisite compensation, DEFENDANT acted and continues to act
26 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
27 CALIFORNIA CLASS with a conscious of and utter disregard for their legal rights, or the
28 consequences to them, and with the despicable intent of depriving them of their property and legal

1 rights, and otherwise causing them injury in order to increase company profits at the expense of
2 these employees.

3 99. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS
4 request recovery of overtime wages, according to proof, interest, statutory costs, as well as the
5 assessment of any statutory penalties against DEFENDANT, in a sum as provided by the
6 California Labor Code and/or other applicable statutes. To the extent overtime compensation is
7 determined to be owed to the CALIFORNIA CLASS Members who have terminated their
8 employment, DEFENDANT'S conduct also violates Labor Code §§ 201 and/or 202, and therefore
9 these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which
10 penalties are sought herein. DEFENDANT's conduct as alleged herein was willful, intentional,
11 and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS Members are
12 entitled to seek and recover statutory costs.

13 **FOURTH CAUSE OF ACTION**

14 **Failure To Provide Required Meal Periods**

15 **(Cal. Lab. Code §§ 226.7 & 512)**

16 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

17 100. PLAINTIFF and the other members of the CALIFORNIA CLASS, reallege and
18 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
19 Complaint.

20 101. During the CLASS PERIOD, DEFENDANT failed to provide all the legally
21 required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS Members as
22 required by the applicable Wage Order and Labor Code. The nature of the work performed by
23 PLAINTIFF and CALIFORNIA CLASS Members did not prevent these employees from being
24 relieved of all of their duties for the legally required off-duty meal periods. As a result of their
25 rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS Members were often not
26 fully relieved of duty by DEFENDANT for their meal periods. Additionally, DEFENDANT's
27 failure to provide PLAINTIFF and the CALIFORNIA CLASS Members with legally required
28 meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANT's business

1 records. Further, DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS
2 Members with a second off-duty meal period in some workdays in which these employees were
3 required by DEFENDANT to work ten (10) hours of work. As a result, PLAINTIFF and other
4 members of the CALIFORNIA CLASS forfeited meal breaks without additional compensation
5 and in accordance with DEFENDANT's strict corporate policy and practice.

6 102. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable
7 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members
8 who were not provided a meal period, in accordance with the applicable Wage Order, one
9 additional hour of compensation at each employee's regular rate of pay for each workday that a
10 meal period was not provided.

11 103. As a proximate result of the aforementioned violations, PLAINTIFF and
12 CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial,
13 and seek all wages earned and due, interest, penalties, expenses and costs of suit.

14 **FIFTH CAUSE OF ACTION**

15 **Failure To Provide Required Rest Periods**

16 **(Cal. Lab. Code §§ 226.7 & 512)**

17 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

18 104. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
19 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
20 Complaint.

21 105. From time to time, PLAINTIFF and other CALIFORNIA CLASS Members were
22 required to work in excess of four (4) hours without being provided ten (10) minute rest periods.
23 Further, these employees were denied their first rest periods of at least ten (10) minutes for some
24 shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10)
25 minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and
26 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more.
27 PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-hour
28 wages *in lieu* thereof. As a result of their rigorous work schedules, PLAINTIFF and other

1 CALIFORNIA CLASS Members were periodically denied their proper rest periods by
2 DEFENDANT and DEFENDANT's managers. In addition, DEFENDANT failed to compensate
3 PLAINTIFF and other CALIFORNIA CLASS Members for their rest periods as required by the
4 applicable Wage Order and Labor Code. As a result, DEFENDANT's failure to provide
5 PLAINTIFF and the CALIFORNIA CLASS Members with all the legally required paid rest
6 periods is evidenced by DEFENDANT's business records.

7 106. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable
8 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members
9 who were not provided a rest period, in accordance with the applicable Wage Order, one
10 additional hour of compensation at each employee's regular rate of pay for each workday that rest
11 period was not provided.

12 107. As a proximate result of the aforementioned violations, PLAINTIFF and
13 CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial,
14 and seek all wages earned and due, interest, penalties, expenses and costs of suit.

15 **SIXTH CAUSE OF ACTION**

16 **Failure To Reimburse Employees for Required Expenses**

17 **(Cal. Lab. Code §§ 2802)**

18 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

19 108. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
20 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
21 Complaint.

22 109. Cal. Lab. Code § 2802 provides, in relevant part, that:

23 An employer shall indemnify his or her employee for all necessary expenditures or
24 losses incurred by the employee in direct consequence of the discharge of his or her
25 duties, or of his or her obedience to the directions of the employer, even though
26 unlawful, unless the employee, at the time of obeying the directions, believed them
27 to be unlawful.

28 110. From time to time during the CLASS PERIOD, DEFENDANT violated Cal. Lab.
Code § 2802, by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS
members for required expenses incurred in the discharge of their job duties for DEFENDANT's

benefit. DEFENDANT failed to reimburse PLAINTIFF and the CALIFORNIA CLASS members for expenses which included, but were not limited to, personal expenses incurred for the use of personal computers and home internet all on behalf of and for the benefit of DEFENDANT. Specifically, PLAINTIFF and other CALIFORNIA CLASS Members were required by DEFENDANT to use of their own computers and home internet to execute their essential job duties on behalf of DEFENDANT. DEFENDANT's uniform policy, practice and procedure was to not reimburse PLAINTIFF and the CALIFORNIA CLASS members for expenses resulting from the use of personal computers and home internet for DEFENDANT within the course and scope of their employment for DEFENDANT. These expenses were necessary to complete their principal job duties. DEFENDANT is estopped by DEFENDANT's conduct to assert any waiver of this expectation. Although these expenses were necessary expenses incurred by PLAINTIFF and the CALIFORNIA CLASS members, DEFENDANT failed to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS members for these expenses as an employer is required to do under the laws and regulations of California.

111. PLAINTIFF therefore demand reimbursement for expenditures or losses incurred by her and the CALIFORNIA CLASS members in the discharge of their job duties for DEFENDANT, or their obedience to the directions of DEFENDANT, with interest at the statutory rate and costs under Cal. Lab. Code § 2802.

SEVENTH CAUSE OF ACTION

Failure To Provide Accurate Itemized Statements

(Cal. Lab. Code § 226)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)

112. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

113. Cal. Labor Code § 226 provides that an employer must furnish employees with an "accurate itemized" statement in writing showing:

a. Gross wages earned,

- b. (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission,
- c. the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
- d. all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item,
- e. net wages earned,
- f. the inclusive dates of the period for which the employee is paid,
- g. the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number of an employee identification number other than social security number may be shown on the itemized statement,
- h. the name and address of the legal entity that is the employer, and
- i. all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

114. When DEFENDANT did not accurately record PLAINTIFF'S and other CALIFORNIA CLASS Members' missed meal and rest breaks, or were paid inaccurate missed meal and rest break premiums, or were not paid for all hours worked, DEFENDANT violated Cal. Lab. Code § 226 in that DEFENDANT failed to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and accurate wage statements which failed to show, among other things, all deductions, the accurate gross wages earned, net wages earned, the total hours worked and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate, and correct rates of pay for penalty payments or missed meal and rest periods.

115. Further, from time to time, DEFENDANTS included Holiday and Vacation hours into the computation of total hours worked for purposes of Cal. Lab. Code § 226(a)(2),

1 notwithstanding the fact that Holiday and Vacation hours are not considered hours worked.
2 DEFENDANTS' inclusion of Holiday and Vacation hours into the total hours worked in itemized
3 wage statements issued to PLAINTIFF and other CALIFORNIA CLASS Members violates Cal.
4 Lab. Code § 226(a)(2).

5 116. In addition to the foregoing, DEFENDANT failed to provide itemized wage
6 statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the
7 requirements of California Labor Code Section 226.

8 117. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code
9 § 226, causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA
10 CLASS. These damages include, but are not limited to, costs expended calculating the correct
11 wages for all missed meal and rest breaks and the amount of employment taxes which were not
12 properly paid to state and federal tax authorities. These damages are difficult to estimate.
13 Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to recover
14 liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the violation
15 occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period
16 pursuant to Cal. Lab. Code § 226, in an amount according to proof at the time of trial (but in no
17 event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective member
18 of the CALIFORNIA CLASS herein).

19 **EIGHTH CAUSE OF ACTION**

20 **Failure To Pay Wages When Due**

21 **(Cal. Lab. Code § 203)**

22 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

23 118. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
24 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
25 Complaint.

26 119. Cal. Lab. Code § 200 provides that:

27 As used in this article:
28

1 (d) "Wages" includes all amounts for labor performed by employees of every
2 description, whether the amount is fixed or ascertained by the standard of time,
task, piece, Commission basis, or other method of calculation.

3 (e) "Labor" includes labor, work, or service whether rendered or performed under
4 contract, subcontract, partnership, station plan, or other agreement if the to be
paid for is performed personally by the person demanding payment.

5 120. Cal. Lab. Code § 201 provides, in relevant part, that "If an employer discharges
6 an employee, the wages earned and unpaid at the time of discharge are due and payable
7 immediately."

8 121. Cal. Lab. Code § 202 provides, in relevant part, that:

9 If an employee not having a written contract for a definite period quits his or her
10 employment, his or her wages shall become due and payable not later than 72 hours
11 thereafter, unless the employee has given 72 hours previous notice of his or her intention
12 to quit, in which case the employee is entitled to his or her wages at the time of quitting.
13 Notwithstanding any other provision of law, an employee who quits without providing a
72-hour notice shall be entitled to receive payment by mail if he or she so requests and
designates a mailing address. The date of the mailing shall constitute the date of payment
for purposes of the requirement to provide payment within 72 hours of the notice of
quitting.

14 122. There was no definite term in PLAINTIFF'S or any CALIFORNIA CLASS
15 Members' employment contract.

16 123. Cal. Lab. Code § 203 provides:

17 If an employer willfully fails to pay, without abatement or reduction, in accordance with
18 Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who
19 quits, the wages of the employee shall continue as a penalty from the due date thereof at
the same rate until paid or until an action therefor is commenced; but the wages shall not
continue for more than 30 days.

20 124. The employment of PLAINTIFF and many CALIFORNIA CLASS Members
21 terminated, and DEFENDANT has not tendered payment of wages to these employees who
22 missed meal and rest breaks, as required by law.

23 125. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself and the
24 members of the CALIFORNIA CLASS whose employment has, PLAINTIFF demand up to thirty
25 (30) days of pay as penalty for not paying all wages due at time of termination for all employees
26 who terminated employment during the CLASS PERIOD and demand an accounting and payment
27 of all wages due, plus interest and statutory costs as allowed by law.

28 ///

1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFF pray for a judgment against each Defendant, jointly and
3 severally, as follows:

4 1. On behalf of the CALIFORNIA CLASS:

- 5 a. That the Court certify the First Cause of Action asserted by the CALIFORNIA
6 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
7 b. An order temporarily, preliminarily and permanently enjoining and restraining
8 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
9 c. An order requiring DEFENDANT to pay all overtime wages and all sums
10 unlawfully withheld from compensation due to PLAINTIFF and the other members
11 of the CALIFORNIA CLASS; and
12 d. Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund
13 for restitution of the sums incidental to DEFENDANT's violations due to
14 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

15 2. On behalf of the CALIFORNIA CLASS:

- 16 a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth
17 Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant
18 to Cal. Code of Civ. Proc. § 382;
19 b. Compensatory damages, according to proof at trial, including compensatory
20 damages for overtime compensation due to PLAINTIFF and the other members of
21 the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest
22 thereon at the statutory rate;
23 c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
24 the applicable IWC Wage Order;
25 d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
26 which a violation occurs and one hundred dollars (\$100) per each member of the
27 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding
28 an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for

violation of Cal. Lab. Code § 226

e. The wages of all terminated employees from the CALIFORNIA CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.

f. The amount of the expenses PLAINTIFF and each member of the CALIFORNIA CLASS incurred in the course of their job duties, plus interest, and costs of suit.

3. On all claims:

a. An award of interest, including prejudgment interest at the legal rate;

b. Such other and further relief as the Court deems just and equitable; and

c. An award of penalties, attorneys' fees, and costs of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code § 218.5, § 226, and/or § 1194.

DATED: August 11, 2022

ZAKAY LAW GROUP, APLC

By: 
Shani O. Zakay
Attorney for PLAINTIFF

DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

DATED: August 11, 2022

ZAKAY LAW GROUP, APLC

By: 
Shani O. Zakay
Attorney for PLAINTIFF



ZAKAY LAW GROUP
A PROFESSIONAL LAW CORPORATION

Client # 52401

June 13, 2024

Via Online Filing to LWDA and Certified Mail to Defendant
Labor and Workforce Development Agency
Online Filing

GILBERT WANG

1133 E Little Dr
Placentia, CA 92870

Sent via Certified Mail and Receipt No. 9589 0710 5270 1756 9907 96

BENJAMIN WANG

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SHAXON INDUSTRIES, INC.

c/o Frost Brown Todd LLP
Ted Bacon, Esq.
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Sent via Electronic Mail

Case: *Christina Rodriguez v. Shaxon Industries, Inc., et al.*

Case No.: 30-2022-01289124-CU-OE-CXC

LWDA Case No.: LWDA-CM- 901126-22

Re: AMENDED Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804, Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

Our offices represent Plaintiff CHRISTINA RODRIGUEZ (“Plaintiff”), and other aggrieved employees in a proposed lawsuit against Defendant SHAXON INDUSTRIES, INC. (“Defendant Shaxon”), Defendant GILBERT WANG (“Defendant G. Wang”), and Defendant BENJAMIN WANG (“Defendant B. Wang”).

The original claim in this case was submitted to the LWDA on August 11, 2022, by Plaintiff against Defendant Shaxon. Plaintiff has since identified DOE Defendant 1 and DOE Defendant 2 as additional defendants who acted as Plaintiff’s joint-employer:

DOE 1 – GILBERT WANG, an individual
DOE 2 – BENJAMIN WANG, an individual

Therefore, the claim is amended to add Defendant G. Wang and Defendant B. Wang as additional employers and defendants in this case. Defendant G. Wang and Defendant B. Wang has been added to Plaintiff's complaint with Orange County Superior Court in the same manner.

Plaintiff was employed by Defendant in California from April of 1994 to February of 2022 as non-exempt employees, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all of their time worked, and for all of their meal breaks and rest breaks. Further, Defendant failed to timely pay Plaintiff and other aggrieved employees for earned wages.

As a consequence, Plaintiff contends that Defendant failed to fully compensate her and other similarly situated and aggrieved employees, for all earned wages and failed to provide California-compliant meal and rest breaks and accurate wage statements. Accordingly, Plaintiff contends that Defendant's conduct violated Labor Code sections §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, 2804, and applicable wage orders, and is therefore actionable pursuant to section 2698 *et seq.*

Plaintiff seeks to represent a group of aggrieved employees defined as all non-exempt employees who worked for Defendant in California during the relevant claim period.

A true and correct copy of the proposed Complaint is attached hereto. The Complaint (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iv) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to the Plaintiff, and (v) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendant is on notice that Plaintiff continues her investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to

change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2695, *et seq.* The lawsuit consists of other aggrieved employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Act of 2004 on behalf of Plaintiff and all aggrieved California employees.

Your earliest response to this notice is appreciated. If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Sincerely,



Shani O. Zakay
Attorney for Plaintiff

JCL LAW FIRM, APC

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Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

CHRISTINA RODRIGUEZ, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

SHAXON INDUSTRIES, INC., a California
corporation, and DOES 1-50, Inclusive,

Defendants.

Case No.: 30-2022-01289124-CU-OE-CXC

**AMENDMENT TO THE COMPLAINT
TO ADD DOE DEFENDANTS 1 - 2**

Action Filed: October 28, 2022

Judge: Hon. William Claster

Dept.: CX101

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 Plaintiff, CHRISTINA RODRIGUEZ, having learned the true names of the Defendants
3 designated in the Complaint as DOES 1 - 2, hereby substitutes the true names for the fictitious
4 names wherever they appear in the Complaint as follows:

5 DOE 1 – BENJAMIN WANG, an individual

6 DOE 2 – GILBERT WANG, an individual

7 Plaintiff therefore amends her October 28, 2022, Class Action Complaint to add
8 BENJAMIN WANG as DOE 1 and GILBERT WANG as DOE 2 as additional employers in
9 this case. SHAXON INDUSTRIES, INC., BENJAMIN WANG, and GILBERT WANG are
10 hereinafter collectively referred to as “Defendants”.

11
12 DATED: June 11, 2024

Respectfully Submitted,
13 **JCL LAW FIRM, APC**

14 By: Sydney Castillo-Johnson
15 Sydney Castillo-Johnson, Esq.
16 Attorney for PLAINTIFF
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SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

SHAXON INDUSTRIES, INC., a California corporation, and DOES
1-50, Inclusive,

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

CHRISTINA RODRIGUEZ, an individual, on behalf of herself, and on
behalf of all persons similarly situated,

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:

(El nombre y dirección de la corte es):

Orange County Superior Court - Civil Complex Center
751 West Santa Ana Blvd.
Santa Ana, CA 92701

CASE NUMBER:
(Número del Caso):

30-2022-01289124-CU-OE-CXC

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no

Shani O. Zakay, Esq. SBN:277924 Tel: (619) 255-9047 Fax: (858) 404-9203

Zakay Law Group, APLC - 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121

Judge William Claster

DATE: 10/28/2022

(Fecha)

DAVID H. YAMASAKI, Clerk of the Court

Clerk, by _____

(Secretario)

G. Ramirez, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

4. ☐ by personal delivery on (date):

[SEAL]



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Assigned for All Purposes
Judge William Claster

cx-104

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Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

CHRISTINA RODRIGUEZ, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

SHAXON INDUSTRIES, INC., a California
corporation, and DOES 1-50, Inclusive,

Defendants.

Case No: 30-2022-01289124-CU-OE-CXC

CLASS ACTION COMPLAINT FOR:

- 1) UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §17200 *et seq*;
- 2) FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
- 3) FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq*;
- 4) FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 5) FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;

- 1 6) FAILURE TO REIMBURSE EMPLOYEES
2 FOR REQUIRED EXPENSES IN
3 VIOLATION OF CAL. LAB. CODE § 2802;
4 7) FAILURE TO PROVIDE ACCURATE
5 ITEMIZED STATEMENTS IN
6 VIOLATION OF CAL. LAB. CODE § 226;
7 8) FAILURE TO PROVIDE WAGES WHEN
8 DUE IN VIOLATION OF CAL. LAB.
9 CODE §§ 201, 202 AND 203;
10 9) VIOLATION OF THE PRIVATE
11 ATTORNEYS GENERAL ACT [LABOR
12 CODE §§ 2698 ET SEQ
13

14 **DEMAND FOR A JURY TRIAL**

15 PLAINTIFF CHRISTINA RODRIGUEZ (“PLAINTIFF”), an individual, on behalf of
16 herself and all other similarly situated current and former employees, allege on information and
17 belief, except for her own acts and knowledge which are based on personal knowledge, the
18 following:
19

20 **PRELIMINARY ALLEGATIONS**

21 1. Defendant SHAXON INDUSTRIES, INC. (“DEFENDANT”) is a California
22 corporation that at all relevant times mentioned herein conducted and continues to conduct
23 substantial and regular business throughout California.
24

25 2. DEFENDANT manufactures and distributes products for the data and telephone
26 communications industry in the county of Orange, where PLAINTIFF worked.
27

28 3. PLAINTIFF was employed by DEFENDANT in California from April of 1994 to
February of 2022 as a non-exempt employee, paid in part an hourly basis and non-discretionary
bonuses, and entitled to the legally required meal and rest periods and payment of minimum and
overtime wages due for all time worked.

4. PLAINTIFF brings this Class Action on behalf of herself and a California class,
defined as all persons who are or previously were employed by DEFENDANT in California and
classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the period
beginning four (4) years prior to the filing of this Complaint and ending on the date as determined

1 by the Court (the “CLASS PERIOD”). The amount in controversy for the aggregate claim of the
2 CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

3 5. PLAINTIFF brings this Class Action on behalf of herself and a CALIFORNIA
4 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during
5 the CLASS PERIOD caused by DEFENDANT’s uniform policy and practice which failed to
6 lawfully compensate these employees. DEFENDANT’s uniform policy and practice alleged
7 herein was an unlawful, unfair, and deceptive business practice whereby DEFENDANT retained
8 and continues to retain wages due to PLAINTIFF and the other members of the CALIFORNIA
9 CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction
10 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and the
11 other members of the CALIFORNIA CLASS who have been economically injured by
12 DEFENDANT’s past and current unlawful conduct, and all other appropriate legal and equitable
13 relief.

14 6. The true names and capacities, whether individual, corporate, subsidiary,
15 partnership, associate or otherwise of DEFENDANTS DOES 1 through 50, inclusive, are
16 presently unknown to PLAINTIFF who therefore sues these DEFENDANTS by such fictitious
17 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
18 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when they are
19 ascertained. PLAINTIFF is informed and believes, and based upon that information and belief
20 alleges, that the DEFENDANTS named in this Complaint, including DOES 1 through 50,
21 inclusive, are responsible in some manner for one or more of the events and happenings that
22 proximately caused the injuries and damages hereinafter alleged.

23 7. The agents, servants and/or employees of the Defendants and each of them acting
24 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
25 agent, servant and/or employee of the Defendants, and personally participated in the conduct
26 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
27 Consequently, the acts of each Defendant are legally attributable to the other Defendants and all
28 Defendants are jointly and severally liable to PLAINTIFF and the other members of the

1 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
2 Defendants' agents, servants and/or employees.

3 8. DEFENDANTS were PLAINTIFF'S employers or persons acting on behalf of the
4 PLAINTIFF'S employer, within the meaning of California Labor Code § 558, who violated or
5 caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
6 regulating hours and days of work in any order of the Industrial Welfare Commission and, as
7 such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code § 558,
8 at all relevant times.

9 9. DEFENDANTS were PLAINTIFF'S employers or persons acting on behalf of
10 PLAINTIFF'S employer either individually or as an officer, agent, or employee of another person,
11 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any
12 employee a wage less than the minimum fixed by California state law, and as such, are subject to
13 civil penalties for each underpaid employee.

14 10. DEFENDANT's uniform policies and practices alleged herein were unlawful,
15 unfair, and deceptive business practices whereby DEFENDANT retained and continue to retain
16 wages due to PLAINTIFF and other members of the CALIFORNIA CLASS.

17 11. PLAINTIFF and other members of the CALIFORNIA CLASS seek an injunction
18 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and
19 other members of the CALIFORNIA CLASS who has been economically injured by
20 DEFENDANT's past and current unlawful conduct, and all other appropriate legal and equitable
21 relief.

22 **JURISDICTION AND VENUE**

23 12. This Court has jurisdiction over this Action pursuant to California Code of Civil
24 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This
25 action is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of
26 DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

27 13. Venue is proper in this Court pursuant to California Code of Civil Procedure,
28 Sections 395 and 395.5, because DEFENDANT operates in locations across California, employs

1 the CALIFORNIA CLASS across California, including in this County, and committed the
2 wrongful conduct herein alleged in this County against the CALIFORNIA CLASS.

3 **THE CONDUCT**

4 14. In violation of the applicable sections of the California Labor Code and the
5 requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANT as a
6 matter of company policy, practice, and procedure, intentionally, knowingly, and systematically
7 failed to provide legally compliant meal and rest periods, failed to accurately compensate
8 PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest
9 periods, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all
10 time worked, failed compensate PLAINTIFF and other members of the CALIFORNIA CLASS
11 for off-the-clock work, failed to pay PLAINTIFF and the other members of the CALIFORNIA
12 CLASS overtime at the correct regular rate of pay, failed to compensate PLAINTIFF and other
13 members of the CALIFORNIA CLASS meal rest premiums at the regular rate, failed to reimburse
14 PLAINTIFF and other CALIFORNIA CLASS Members for business expenses, and failed to issue
15 to PLAINTIFF and the members of the CALIFORNIA CLASS with accurate itemized wage
16 statements showing, among other things, all applicable hourly rates in effect during the pay
17 periods and the corresponding amount of time worked at each hourly rate. DEFENDANT’s
18 uniform policies and practices are intended to purposefully avoid the accurate and full payment
19 for all time worked as required by California law which allows DEFENDANT to illegally profit
20 and gain an unfair advantage over competitors who comply with the law. To the extent equitable
21 tolling operates to toll claims by the CALIFORNIA CLASS against DEFENDANT, the CLASS
22 PERIOD should be adjusted accordingly.

23 **A. Meal Period Violations**

24 15. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
25 required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked,
26 meaning the time during which an employee is subject to the control of an employer, including
27 all the time the employee is suffered or permitted to work. From time to time during the CLASS
28 PERIOD, DEFENDANT required PLAINTIFF and CALIFORNIA CLASS Members to work

1 without paying them for all the time they were under DEFENDANT's control. Specifically,
2 DEFENDANT required PLAINTIFF to work and maintain a cordless communication device in
3 order to receive and send work-related communications while clocked out during what was
4 supposed to be PLAINTIFF'S off-duty meal break. Indeed, there were many days where
5 PLAINTIFF did not even receive a partial lunch. As a result, the PLAINTIFF and other
6 CALIFORNIA CLASS Members forfeited minimum wage and overtime compensation by
7 regularly working without their time being accurately recorded and without compensation at the
8 applicable minimum wage and overtime rates. DEFENDANT's uniform policy and practice not
9 to pay PLAINTIFF and other CALIFORNIA CLASS Members for all time worked is evidenced
10 by DEFENDANT's business records.

11 16. From time to time during the CLASS PERIOD, as a result of their rigorous work
12 schedules and DEFENDANT's inadequate staffing practices, PLAINTIFF and other
13 CALIFORNIA CLASS Members are from time to time unable to take thirty (30) minute off duty
14 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other
15 CALIFORNIA CLASS Members are required to perform work as ordered by DEFENDANT for
16 more than five (5) hours during some shifts without receiving a meal break. Further,
17 DEFENDANT fails to provide PLAINTIFF and CALIFORNIA CLASS Members with a second
18 off-duty meal period for some workdays in which these employees are required by DEFENDANT
19 to work ten (10) hours of work. The nature of the work performed by PLAINTIFF and other
20 CALIFORNIA CLASS Members does not qualify for the limited and narrowly construed "on-
21 duty" meal period exception. When they were provided with meal periods, PLAINTIFF and other
22 CALIFORNIA CLASS Members were, from time to time, required to remain on duty and on call,
23 and required to maintain cordless communication devices on their person in order to receive and
24 send work-related communications. DEFENDANT's failure to provide PLAINTIFF and the
25 CALIFORNIA CLASS Members with legally required meal breaks is evidenced by
26 DEFENDANT's business records. PLAINTIFF and other members of the CALIFORNIA CLASS
27 therefore forfeit meal breaks without additional compensation and in accordance with
28 DEFENDANT's strict corporate policy and practice.

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3
4 **B. Rest Period Violations**

5 17. From time to time during the CLASS PERIOD, PLAINTIFF and other
6 CALIFORNIA CLASS Members were also required to work in excess of four (4) hours without
7 being provided ten (10) minute rest periods as a result of their rigorous work requirements and
8 DEFENDANT's inadequate staffing. Further, for the same reasons, these employees were denied
9 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
10 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some
11 shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and
12 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from
13 time to time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA
14 CLASS Members were, from time to time, required to remain on duty, on call, and/or maintain
15 cordless communication devices on their person in order to receive and send work-related
16 communications. PLAINTIFF and other CALIFORNIA CLASS Members were also not provided
17 with one-hour wages *in lieu* thereof. As a result of their rigorous work schedules and
18 DEFENDANT's inadequate staffing, PLAINTIFF and other CALIFORNIA CLASS Members
19 were from time to time denied their proper rest periods by DEFENDANT and DEFENDANT's
20 managers.

21 **C. Unreimbursed Business Expenses**

22 18. DEFENDANT as a matter of corporate policy, practice, and procedure,
23 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF
24 and the other CALIFORNIA CLASS Members for required business expenses incurred by the
25 PLAINTIFF and other CALIFORNIA CLASS Members in direct consequence of discharging
26 their duties on behalf of DEFENDANT. Under California Labor Code Section 2802, employers
27 are required to indemnify employees for all expenses incurred in the course and scope of their
28 employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her

1 employee for all necessary expenditures or losses incurred by the employee in direct consequence
2 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,
3 even though unlawful, unless the employee, at the time of obeying the directions, believed them
4 to be unlawful."

5 19. In the course of their employment, DEFENDANT required PLAINTIFF and other
6 CALIFORNIA CLASS Members to use their personal computers and home internet as a result of
7 and in furtherance of their job duties. Specifically, PLAINTIFF and other CALIFORNIA CLASS
8 Members were required to use their personal computers and home internet in order to perform
9 work related tasks. However, DEFENDANT unlawfully failed to reimburse PLAINTIFF and
10 other CALIFORNIA CLASS Members for the use of their personal computers and home internet.
11 As a result, in the course of their employment with DEFENDANT, the PLAINTIFF and other
12 CALIFORNIA CLASS Members incurred unreimbursed business expenses that included, but
13 were not limited to, costs related to the use of their personal computers and home internet, all on
14 behalf of and for the benefit of DEFENDANT.

15 **D. Wage Statement Violations**

16 20. California Labor Code Section 226 required an employer to furnish its employees
17 and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours
18 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,
19 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
20 name of the employee and only the last four digits of the employee's social security number or an
21 employee identification number other than a social security number, (8) the name and address of
22 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
23 period and the corresponding number of hours worked at each hourly rate by the employee.

24 21. From time to time during the CLASS PERIOD, when PLAINTIFF and other
25 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurately for
26 missed meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also
27 failed to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and
28 accurate wage statements which failed to show, among other things, all deductions, the total hours

1 worked and all applicable hourly rates in effect during the pay period, and the corresponding
2 amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed
3 meal and rest periods.

4 22. Further, from time to time, DEFENDANTS included Holiday and Vacation hours
5 into the computation of total hours worked for purposes of Cal. Lab. Code § 226(a)(2),
6 notwithstanding the fact that Holiday and Vacation hours are not considered hours worked.
7 DEFENDANTS' inclusion of Holiday and Vacation hours into the total hours worked in itemized
8 wage statements issued to PLAINTIFF and other CALIFORNIA CLASS Members violates Cal.
9 Lab. Code § 226(a)(2).

10 23. In addition to the foregoing, DEFENDANT, from time to time, failed to provide
11 PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with
12 Cal. Lab. Code § 226.

13 24. As a result, DEFENDANT issued PLAINTIFF and other members of the
14 CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further,
15 DEFENDANT's violations are knowing and intentional, were not isolated due to an unintentional
16 payroll error due to clerical or inadvertent mistake.

17 **E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

18 25. During the CLASS PERIOD, from time-to-time DEFENDANT failed and
19 continues to fail to accurately pay PLAINTIFF and other members of the CALIFORNIA CLASS
20 for all hours worked.

21 26. During the CLASS PERIOD, from time-to-time DEFENDANT required
22 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift
23 work, including but not limited to, submitting to Covid-19 health screenings. This resulted in
24 PLAINTIFF and other members of the CALIFORNIA CLASS to have to work while off-the-
25 clock.

26 27. DEFENDANT directed and directly benefited from the undercompensated off-the-
27 clock work performed by PLAINTIFF and the other CALIFORNIA CLASS Members.
28

1 28. DEFENDANT controlled the work schedules, duties, and protocols, applications,
2 assignments, and employment conditions of PLAINTIFF and the other members of the
3 CALIFORNIA CLASS.

4 29. DEFENDANT was able to track the amount of time PLAINTIFF and the other
5 members of the CALIFORNIA CLASS spent working; however, DEFENDANT failed to
6 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all
7 wages earned and owed for all the work they performed.

8 30. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-
9 exempt employees, subject to the requirements of the California Labor Code.

10 31. DEFENDANT's policies and practices deprived PLAINTIFF and the other
11 CALIFORNIA CLASS Members of all minimum regular, overtime, and double time wages owed
12 for the off-the-clock work activities. Because PLAINTIFF and the other members of the
13 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than
14 eight (8) hours per day, DEFENDANT's policies and practices also deprived them of overtime
15 pay.

16 32. DEFENDANT knew or should have known that PLAINTIFF and the other
17 members of the CALIFORNIA CLASS off-the-clock work was compensable under the law.

18 33. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
19 forfeited wages due to them for all hours worked at DEFENDANT's direction, control, and
20 benefit for the time spent working while off-the-clock, including but not limited to, time spent
21 submitting to Covid-19 health screenings. DEFENDANT's uniform policy and practice to not
22 pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours worked in
23 accordance with applicable law is evidenced by DEFENDANT's business records.

24 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums,**
25 **and Redeemed Sick Pay**

26 34. From time to time during the CLASS PERIOD, DEFENDANT failed and
27 continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS
28 Members for their overtime and double time hours worked, meal and rest period premiums, and

1 redeemed sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS Members
2 forfeited wages due to them for working overtime without compensation at the correct overtime
3 and double time rates, meal and rest period premiums, and redeemed sick pay rates.
4 DEFENDANT's uniform policy and practice not to pay the CALIFORNIA CLASS Members at
5 the correct rate for all overtime and double time worked, meal and rest period premiums, and
6 redeemed sick pay in accordance with applicable law is evidenced by DEFENDANT's business
7 records.

8 35. State law provides that employees must be paid overtime at one-and-one-half times
9 their "regular rate of pay." PLAINTIFF and other CALIFORNIA CLASS Members were
10 compensated at an hourly rate plus incentive pay that was tied to specific elements of an
11 employee's performance.

12 36. The second component of PLAINTIFF's and other CALIFORNIA CLASS
13 Members' compensation was DEFENDANTS' non-discretionary incentive program that paid
14 PLAINTIFF and other CLASS MEMBERS incentive wages based on their performance for
15 DEFENDANTS. The non-discretionary bonus program provided all employees paid on an hourly
16 basis with bonus compensation when the employees met the various performance goals set by
17 DEFENDANTS.

18 37. However, from-time-to-time, when calculating the regular rate of pay, in those pay
19 periods where PLAINTIFF and other CALIFORNIA CLASS members worked overtime, double
20 time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-
21 discretionary bonus, DEFENDANTS failed to accurately include the non-discretionary bonus
22 compensation as part of the employees' "regular rate of pay" and/or calculated all hours worked
23 rather than just all non-overtime hours worked. Management and supervisors described the
24 incentive/bonus program to potential and new employees as part of the compensation package.
25 As a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA
26 CLASS members must be included in the "regular rate of pay." The failure to do so has resulted
27 in a systematic underpayment of overtime and double time compensation, meal and rest period
28 premiums, and redeemed sick pay to PLAINTIFF and other CALIFORNIA CLASS members by

1 DEFENDANTS. Specifically, California Labor Code Section 246 mandates that paid sick time
2 for non-employees shall be calculated in the same manner as the regular rate of pay for the
3 workweek in which the non-exempt employee uses paid sick time, whether or not the employee
4 actually works overtime in that workweek. DEFENDANTS' conduct, as articulated herein, by
5 failing to include the incentive compensation as part of the "regular rate of pay" for purposes of
6 sick pay compensation was in violation of Cal. Lab. Code § 246 the underpayment of which is
7 recoverable under Cal. Labor Code Sections 201, 202, 203 and/or 204.

8 38. In violation of the applicable sections of the California Labor Code and the
9 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a
10 matter of company policy, practice, and procedure, intentionally and knowingly failed to
11 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate
12 of pay for all overtime and double time worked, meal and rest period premiums, and sick pay.
13 This uniform policy and practice of DEFENDANT is intended to purposefully avoid the payment
14 of the correct overtime and double time compensation, meal and rest period premiums, and sick
15 pay as required by California law which allowed DEFENDANT to illegally profit and gain an
16 unfair advantage over competitors who complied with the law. To the extent equitable tolling
17 operates to toll claims by the CALIFORNIA CLASS members against DEFENDANT, the
18 CLASS PERIOD should be adjusted accordingly.

19 **G. Violations for Untimely Payment of Wages**

20 39. Pursuant to California Labor Code section 204, PLAINTIFF and the
21 CALIFORNIA CLASS members were entitled to timely payment of wages during their
22 employment. PLAINTIFF and the CALIFORNIA CLASS members, from time to time, did not
23 receive payment of all wages, including, but not limited to, overtime wages, minimum wages,
24 meal period premium wages, and rest period premium wages within permissible time period.

25 **H. Unlawful Deductions**

26 40. DEFENDANTS, from time-to-time unlawfully deducted wages from PLAINTIFF
27 and CALIFORNIA CLASS Members' pay without explanations and without authorization to do
28

1 so or notice to PLAINTIFF and the CALIFORNIA CLASS Members. As a result,
2 DEFENDANTS violated Labor Code § 221.

3 41. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take
4 off duty meal and rest breaks and was not fully relieved of duty for his rest and meal periods.
5 PLAINTIFF was required to perform work as ordered by DEFENDANT for more than five (5)
6 hours during a shift without receiving an off-duty meal break. Further, DEFENDANT failed to
7 provide PLAINTIFF with a second off-duty meal period each workday in which she was required
8 by DEFENDANT to work ten (10) hours of work. When DEFENDANT provided PLAINTIFF
9 with a rest break, they required PLAINTIFF to remain on-duty and on-call for the rest break.
10 DEFENDANT policy caused PLAINTIFF to remain on-call and on-duty during what was
11 supposed to be his off-duty meal periods. PLAINTIFF therefore forfeited meal and rest breaks
12 without additional compensation and in accordance with DEFENDANT’S strict corporate policy
13 and practice. Moreover, DEFENDANT also provided PLAINTIFF with paystubs that failed to
14 comply with Cal. Lab. Code § 226. Further, DEFENDANT also failed to reimburse PLAINTIFF
15 for required business expenses related to the personal expenses incurred for the use of her personal
16 computer and home internet, on behalf of and in furtherance of his employment with
17 DEFENDANT. To date, DEFENDANT has not fully paid PLAINTIFF the minimum, overtime
18 and double time compensation still owed to her or any penalty wages owed to her under Cal. Lab.
19 Code § 203. The amount in controversy for PLAINTIFF individually does not exceed the sum or
20 value of \$75,000.

21 **CLASS ACTION ALLEGATIONS**

22 42. PLAINTIFF bring this Class Action on behalf of herself, and a California class
23 defined as all persons who are or previously were employed by DEFENDANT in California and
24 classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the period
25 beginning four (4) years prior to the filing of this Complaint and ending on the date as determined
26 by the Court (the “CLASS PERIOD”).

27 43. PLAINTIFF and the other CALIFORNIA CLASS Members have uniformly been
28 deprived of wages and penalties from unpaid wages earned and due, including but not limited to

1 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,
2 illegal meal and rest period policies, failed to reimburse for business expenses, failed compensate
3 for off-the-clock work, failure to provide accurate itemized wage statements, failure to maintain
4 required records, and interest, statutory and civil penalties, attorney's fees, costs, and expenses.

5 44. The members of the class are so numerous that joinder of all class members is
6 impractical.

7 45. Common questions of law and fact regarding DEFENDANT's conduct, including
8 but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately
9 calculate the regular rate of pay for overtime compensation, failure to accurately calculate the
10 regular rate of compensation for missed meal and rest period premiums, failing to provide legally
11 compliant meal and rest periods, failed to reimburse for business expenses, failure to provide
12 accurate itemized wage statements accurate, and failure to ensure they are paid at least minimum
13 wage and overtime, exist as to all members of the class and predominate over any questions
14 affecting solely any individual members of the class. Among the questions of law and fact
15 common to the class are:

- 16 a. Whether DEFENDANT maintained legally compliant meal period policies and
17 practices;
- 18 b. Whether DEFENDANT maintained legally compliant rest period policies and
19 practices;
- 20 c. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
21 Members accurate premium payments for missed meal and rest periods;
- 22 d. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
23 Members accurate overtime wages;
- 24 e. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
25 Members at least minimum wage for all hours worked;
- 26 f. Whether DEFENDANT failed to compensate PLAINTIFF and the CALIFORNIA
27 CLASS Members for required business expenses;
- 28 g. Whether DEFENDANT issued legally compliant wage statements;

1 h. Whether DEFENDANT committed an act of unfair competition by systematically
2 failing to record and pay PLAINTIFF and the other members of the CALIFORNIA
3 CLASS for all time worked;

4 i. Whether DEFENDANT committed an act of unfair competition by systematically
5 failing to record all meal and rest breaks missed by PLAINTIFF and other
6 CALIFORNIA CLASS Members, even though DEFENDANT enjoyed the benefit
7 of this work, required employees to perform this work and permits or suffers to
8 permit this work;

9 j. Whether DEFENDANT committed an act of unfair competition in violation of the
10 UCL, by failing to provide the PLAINTIFF and the other members of the
11 CALIFORNIA CLASS with the legally required meal and rest periods.

12 46. PLAINTIFF are members of the CALIFORNIA CLASS and suffered damages as
13 a result of DEFENDANT's conduct and actions alleged herein.

14 47. PLAINTIFF'S claims are typical of the claims of the CALIFORNIA CLASS, and
15 PLAINTIFF have the same interests as the other members of the class.

16 48. PLAINTIFF will fairly and adequately represent and protect the interests of the
17 CALIFORNIA CLASS Members.

18 49. PLAINTIFF retained able class counsel with extensive experience in class action
19 litigation.

20 50. Further, PLAINTIFF'S interests are coincident with, and not antagonistic to, the
21 interest of the other CALIFORNIA CLASS Members.

22 51. There is a strong community of interest among PLAINTIFF and the members of
23 the CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANT are
24 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
25 sustained.

26 52. The questions of law and fact common to the CALIFORNIA CLASS Members
27 predominate over any questions affecting only individual members, including legal and factual
28 issues relating to liability and damages.

53. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because joinder of all class members is impractical. Moreover, since the damages suffered by individual members of the class may be relatively small, the expense and burden of individual litigation makes it practically impossible for the members of the class individually to redress the wrongs done to them. Without class certification and determination of declaratory, injunctive, statutory, and other legal questions within the class format, prosecution of separate actions by individual members of the CALIFORNIA CLASS will create the risk of:

- a. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA CLASS which would establish incompatible standards of conduct for the parties opposing the CALIFORNIA CLASS; and/or,
- b. Adjudication with respect to individual members of the CALIFORNIA CLASS which would as a practical matter be dispositive of the interests of the other members not party to the adjudication or substantially impair or impeded their ability to protect their interests.

54. Class treatment provides manageable judicial treatment calculated to bring an efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of DEFENDANT.

FIRST CAUSE OF ACTION

Unlawful Business Practices

(Cal. Bus. And Prof. Code §§ 17200, *et seq.*)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)

55. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

56. DEFENDANT is a “person” as that term is defined under Cal. Bus. And Prof. Code § 17021.

1 57. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines
2 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203
3 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair competition
4 as follows:

5 Any person who engages, has engaged, or proposes to engage in unfair competition may
6 be enjoined in any court of competent jurisdiction. The court may make such orders or
7 judgments, including the appointment of a receiver, as may be necessary to prevent the
8 use or employment by any person of any practice which constitutes unfair competition, as
9 defined in this chapter, or as may be necessary to restore to any person in interest any
10 money or property, real or personal, which may have been acquired by means of such
11 unfair competition. (Cal. Bus. & Prof. Code § 17203).

12 58. By the conduct alleged herein, DEFENDANT has engaged and continues to
13 engage in a business practice which violates California law, including but not limited to, the
14 applicable Wage Order(s), the California Code of Regulations and the California Labor Code
15 including Sections 201, 202, 203, 204, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and
16 2802, for which this Court should issue declaratory and other equitable relief pursuant to Cal.
17 Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to
18 constitute unfair competition, including restitution of wages wrongfully withheld.

19 59. By the conduct alleged herein, DEFENDANT’s practices were unlawful and unfair
20 in that these practices violated public policy, were immoral, unethical, oppressive unscrupulous
21 or substantially injurious to employees, and were without valid justification or utility for which
22 this Court should issue equitable and injunctive relief pursuant to Section 17203 of the California
23 Business & Professions Code, including restitution of wages wrongfully withheld.

24 60. By the conduct alleged herein, DEFENDANT’s practices were deceptive and
25 fraudulent in that DEFENDANT’s uniform policy and practice failed to provide the legally
26 mandated meal and rest periods and the required amount of compensation for missed meal and
27 rest periods, failed to pay minimum and overtime wages owed, and failed to reimburse all
28 necessary business expenses incurred, due to a systematic business practice that cannot be
justified, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission
requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should

1 issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including
2 restitution of wages wrongfully withheld.

3 61. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
4 unfair, and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and the
5 other members of the CALIFORNIA CLASS to be underpaid during their employment with
6 DEFENDANT.

7 62. By the conduct alleged herein, DEFENDANT's practices were also unfair and
8 deceptive in that DEFENDANT's uniform policies, practices and procedures failed to provide
9 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members as
10 required by Cal. Lab. Code §§ 226.7 and 512.

11 63. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each
12 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal
13 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for
14 each workday in which a second off-duty meal period was not timely provided for each ten (10)
15 hours of work.

16 64. PLAINTIFF further demands on behalf of herself and on behalf of each
17 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was
18 not timely provided as required by law.

19 65. By and through the unlawful and unfair business practices described herein,
20 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and the
21 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and
22 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
23 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT
24 to unfairly compete against competitors who comply with the law.

25 66. All the acts described herein as violations of, among other things, the Industrial
26 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
27 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and
28

1 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business
2 practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

3 67. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
4 and do, seek such relief as may be necessary to restore to them the money and property which
5 DEFENDANT has acquired, or of which PLAINTIFF and the other members of the
6 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair
7 business practices, including earned but unpaid wages for all time worked.

8 68. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
9 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair,
10 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
11 engaging in any unlawful and unfair business practices in the future.

12 69. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,
13 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of
14 DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As a
15 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other
16 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal
17 and economic harm unless DEFENDANT is restrained from continuing to engage in these
18 unlawful and unfair business practices.

19 **SECOND CAUSE OF ACTION**

20 **Failure To Pay Minimum Wages**

21 **(Cal. Lab. Code §§ 1194, 1197 and 1197.1)**

22 **Alleged by PLAINTIFF and the CALIFORNIA CLASS against ALL Defendants)**

23 70. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
24 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
25 Complaint.

26 71. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
27 DEFENDANT's willful and intentional violations of the California Labor Code and the Industrial
28

1 Welfare Commission requirements for DEFENDANT's failure to accurately calculate and pay
2 minimum wages to PLAINTIFF and CALIFORNIA CLASS Members.

3 72. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public
4 policy, an employer must timely pay its employees for all hours worked.

5 73. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
6 commission is the minimum wage to be paid to employees, and the payment of a less wage than
7 the minimum so fixed is unlawful.

8 74. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
9 including minimum wage compensation and interest thereon, together with the costs of suit.

10 75. DEFENDANT maintained a uniform wage practice of paying PLAINTIFF and the
11 other members of the CALIFORNIA CLASS without regard to the correct amount of time they
12 work. As set forth herein, DEFENDANT's uniform policy and practice was to unlawfully and
13 intentionally deny timely payment of wages due to PLAINTIFF and the other members of the
14 CALIFORNIA CLASS.

15 76. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,
16 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
17 implementing a uniform policy and practice that denies accurate compensation to PLAINTIFF
18 and the other members of the CALIFORNIA CLASS in regard to minimum wage pay.

19 77. In committing these violations of the California Labor Code, DEFENDANT
20 inaccurately calculated the correct time worked and consequently underpaid the actual time
21 worked by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANT acted
22 in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of
23 the California Labor Code, the Industrial Welfare Commission requirements and other applicable
24 laws and regulations.

25 78. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
26 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
27 minimum wage compensation for their time worked for DEFENDANT.
28

1 79. During the CLASS PERIOD, PLAINTIFF and the other members of the
2 CALIFORNIA CLASS were paid less for time worked that they were entitled to, constituting a
3 failure to pay all earned wages.

4 80. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
5 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
6 time they worked, PLAINTIFF and the other members of the CALIFORNIA CLASS have
7 suffered and will continue to suffer an economic injury in amounts which are presently unknown
8 to them, and which will be ascertained according to proof at trial.

9 81. DEFENDANT knew or should have known that PLAINTIFF and the other
10 members of the CALIFORNIA CLASS were under-compensated for their time worked.
11 DEFENDANT systematically elected, either through intentional malfeasance or gross
12 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
13 and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay
14 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages
15 for their time worked.

16 82. In performing the acts and practices herein alleged in violation of California labor
17 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
18 and provide them with the requisite compensation, DEFENDANT acted and continues to act
19 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
20 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the
21 consequences to them, and with the despicable intent of depriving them of their property and legal
22 rights, and otherwise causing them injury in order to increase company profits at the expense of
23 these employees.

24 83. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
25 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the
26 assessment of any statutory penalties against DEFENDANT, in a sum as provided by the
27 California Labor Code and/or other applicable statutes. To the extent minimum wage
28 compensation is determined to be owed to the CALIFORNIA CLASS Members who have

1 terminated their employment, DEFENDANT's conduct also violates Labor Code §§ 201 and/or
2 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab.
3 Code § 203, which penalties are sought herein on behalf of these CALIFORNIA CLASS
4 Members. DEFENDANT's conduct as alleged herein was willful, intentional and not in good
5 faith. Further, PLAINTIFF and other CALIFORNIA CLASS Members are entitled to seek and
6 recover statutory costs.

7 **THIRD CAUSE OF ACTION**

8 **Failure To Pay Overtime Compensation**

9 **(Cal. Lab. Code §§ 204, 510, 1194 and 1198)**

10 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against ALL Defendants)**

11 84. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
12 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
13 Complaint.

14 85. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
15 DEFENDANT's willful and intentional violations of the California Labor Code and the Industrial
16 Welfare Commission requirements for DEFENDANT's failure to pay these employees for all
17 overtime worked, including, work performed in excess of eight (8) hours in a workday, and/or
18 twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

19 86. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public
20 policy, an employer must timely pay its employees for all hours worked.

21 87. Cal. Lab. Code § 510 provides that employees in California shall not be employed
22 more than eight (8) hours per workday and/or more than forty (40) hours per workweek unless
23 they receive additional compensation beyond their regular wages in amounts specified by law.

24 88. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
25 including minimum and overtime compensation and interest thereon, together with the costs of
26 suit. Cal. Lab. Code § 1198 further states that the employment of an employee for longer hours
27 than those fixed by the Industrial Welfare Commission is unlawful.
28

1 89. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS Members
2 were required by DEFENDANT to work for DEFENDANT and were not paid for all the time
3 they worked, including overtime work.

4 90. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,
5 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
6 implementing a uniform policy and practice that failed to accurately record overtime worked by
7 PLAINTIFF and other CALIFORNIA CLASS Members and denied accurate compensation to
8 PLAINTIFF and the other members of the CALIFORNIA CLASS for overtime worked,
9 including, the overtime work performed in excess of eight (8) hours in a workday, and/or twelve
10 (12) hours in a workday, and/or forty (40) hours in any workweek.

11 91. In committing these violations of the California Labor Code, DEFENDANT
12 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
13 PLAINTIFF and other CALIFORNIA CLASS Members. DEFENDANT acted in an illegal
14 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
15 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
16 regulations.

17 92. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
18 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
19 overtime compensation for their time worked for DEFENDANT.

20 93. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
21 from the overtime requirements of the law. None of these exemptions are applicable to
22 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the
23 other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining
24 agreement that would preclude the causes of action contained herein this Complaint. Rather,
25 PLAINTIFF bring this Action on behalf of herself, and the CALIFORNIA CLASS, based on
26 DEFENDANT's violations of non-negotiable, non-waivable rights provided by the State of
27 California.

1 94. During the CLASS PERIOD, PLAINTIFF and the other members of the
2 CALIFORNIA CLASS were paid less for overtime worked that they were entitled to, constituting
3 a failure to pay all earned wages.

4 95. DEFENDANT failed to accurately pay PLAINTIFF and the other members of the
5 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the
6 maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194, & 1198, even
7 though PLAINTIFF and the other members of the CALIFORNIA CLASS were regularly required
8 to work, and did in fact work overtime, and did in fact work overtime as to which DEFENDANT
9 failed to accurately record and pay as evidenced by DEFENDANT's business records and
10 witnessed by employees.

11 96. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
12 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
13 amount of overtime they worked, PLAINTIFF and the other members of the CALIFORNIA
14 CLASS have suffered and will continue to suffer an economic injury in amounts which are
15 presently unknown to them, and which will be ascertained according to proof at trial.

16 97. DEFENDANT knew or should have known that PLAINTIFF and the other
17 members of the CALIFORNIA CLASS were undercompensated for their time worked.
18 DEFENDANT systematically elected, either through intentional malfeasance or gross
19 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and
20 procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay PLAINTIFF
21 and the other members of the CALIFORNIA CLASS the correct overtime wages for their
22 overtime worked.

23 98. In performing the acts and practices herein alleged in violation of California labor
24 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
25 and provide them with the requisite compensation, DEFENDANT acted and continues to act
26 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
27 CALIFORNIA CLASS with a conscious of and utter disregard for their legal rights, or the
28 consequences to them, and with the despicable intent of depriving them of their property and legal

1 rights, and otherwise causing them injury in order to increase company profits at the expense of
2 these employees.

3 99. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS
4 request recovery of overtime wages, according to proof, interest, statutory costs, as well as the
5 assessment of any statutory penalties against DEFENDANT, in a sum as provided by the
6 California Labor Code and/or other applicable statutes. To the extent overtime compensation is
7 determined to be owed to the CALIFORNIA CLASS Members who have terminated their
8 employment, DEFENDANT'S conduct also violates Labor Code §§ 201 and/or 202, and therefore
9 these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which
10 penalties are sought herein. DEFENDANT's conduct as alleged herein was willful, intentional,
11 and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS Members are
12 entitled to seek and recover statutory costs.

13 **FOURTH CAUSE OF ACTION**

14 **Failure To Provide Required Meal Periods**

15 **(Cal. Lab. Code §§ 226.7 & 512)**

16 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

17 100. PLAINTIFF and the other members of the CALIFORNIA CLASS, reallege and
18 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
19 Complaint.

20 101. During the CLASS PERIOD, DEFENDANT failed to provide all the legally
21 required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS Members as
22 required by the applicable Wage Order and Labor Code. The nature of the work performed by
23 PLAINTIFF and CALIFORNIA CLASS Members did not prevent these employees from being
24 relieved of all of their duties for the legally required off-duty meal periods. As a result of their
25 rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS Members were often not
26 fully relieved of duty by DEFENDANT for their meal periods. Additionally, DEFENDANT's
27 failure to provide PLAINTIFF and the CALIFORNIA CLASS Members with legally required
28 meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANT's business

1 records. Further, DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS
2 Members with a second off-duty meal period in some workdays in which these employees were
3 required by DEFENDANT to work ten (10) hours of work. As a result, PLAINTIFF and other
4 members of the CALIFORNIA CLASS forfeited meal breaks without additional compensation
5 and in accordance with DEFENDANT's strict corporate policy and practice.

6 102. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable
7 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members
8 who were not provided a meal period, in accordance with the applicable Wage Order, one
9 additional hour of compensation at each employee's regular rate of pay for each workday that a
10 meal period was not provided.

11 103. As a proximate result of the aforementioned violations, PLAINTIFF and
12 CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial,
13 and seek all wages earned and due, interest, penalties, expenses and costs of suit.

14 **FIFTH CAUSE OF ACTION**

15 **Failure To Provide Required Rest Periods**

16 **(Cal. Lab. Code §§ 226.7 & 512)**

17 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

18 104. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
19 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
20 Complaint.

21 105. From time to time, PLAINTIFF and other CALIFORNIA CLASS Members were
22 required to work in excess of four (4) hours without being provided ten (10) minute rest periods.
23 Further, these employees were denied their first rest periods of at least ten (10) minutes for some
24 shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10)
25 minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and
26 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more.
27 PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-hour
28 wages *in lieu* thereof. As a result of their rigorous work schedules, PLAINTIFF and other

1 CALIFORNIA CLASS Members were periodically denied their proper rest periods by
2 DEFENDANT and DEFENDANT's managers. In addition, DEFENDANT failed to compensate
3 PLAINTIFF and other CALIFORNIA CLASS Members for their rest periods as required by the
4 applicable Wage Order and Labor Code. As a result, DEFENDANT's failure to provide
5 PLAINTIFF and the CALIFORNIA CLASS Members with all the legally required paid rest
6 periods is evidenced by DEFENDANT's business records.

7 106. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable
8 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members
9 who were not provided a rest period, in accordance with the applicable Wage Order, one
10 additional hour of compensation at each employee's regular rate of pay for each workday that rest
11 period was not provided.

12 107. As a proximate result of the aforementioned violations, PLAINTIFF and
13 CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial,
14 and seek all wages earned and due, interest, penalties, expenses and costs of suit.

15 **SIXTH CAUSE OF ACTION**

16 **Failure To Reimburse Employees for Required Expenses**

17 **(Cal. Lab. Code §§ 2802)**

18 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

19 108. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
20 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
21 Complaint.

22 109. Cal. Lab. Code § 2802 provides, in relevant part, that:

23 An employer shall indemnify his or her employee for all necessary expenditures or
24 losses incurred by the employee in direct consequence of the discharge of his or her
25 duties, or of his or her obedience to the directions of the employer, even though
26 unlawful, unless the employee, at the time of obeying the directions, believed them
27 to be unlawful.

28 110. From time to time during the CLASS PERIOD, DEFENDANT violated Cal. Lab.
Code § 2802, by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS
members for required expenses incurred in the discharge of their job duties for DEFENDANT's

benefit. DEFENDANT failed to reimburse PLAINTIFF and the CALIFORNIA CLASS members for expenses which included, but were not limited to, personal expenses incurred for the use of personal computers and home internet all on behalf of and for the benefit of DEFENDANT. Specifically, PLAINTIFF and other CALIFORNIA CLASS Members were required by DEFENDANT to use of their own computers and home internet to execute their essential job duties on behalf of DEFENDANT. DEFENDANT's uniform policy, practice and procedure was to not reimburse PLAINTIFF and the CALIFORNIA CLASS members for expenses resulting from the use of personal computers and home internet for DEFENDANT within the course and scope of their employment for DEFENDANT. These expenses were necessary to complete their principal job duties. DEFENDANT is estopped by DEFENDANT's conduct to assert any waiver of this expectation. Although these expenses were necessary expenses incurred by PLAINTIFF and the CALIFORNIA CLASS members, DEFENDANT failed to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS members for these expenses as an employer is required to do under the laws and regulations of California.

111. PLAINTIFF therefore demand reimbursement for expenditures or losses incurred by her and the CALIFORNIA CLASS members in the discharge of their job duties for DEFENDANT, or their obedience to the directions of DEFENDANT, with interest at the statutory rate and costs under Cal. Lab. Code § 2802.

SEVENTH CAUSE OF ACTION

Failure To Provide Accurate Itemized Statements

(Cal. Lab. Code § 226)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)

112. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

113. Cal. Labor Code § 226 provides that an employer must furnish employees with an "accurate itemized" statement in writing showing:

a. Gross wages earned,

- b. (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission,
- c. the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
- d. all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item,
- e. net wages earned,
- f. the inclusive dates of the period for which the employee is paid,
- g. the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number of an employee identification number other than social security number may be shown on the itemized statement,
- h. the name and address of the legal entity that is the employer, and
- i. all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

114. When DEFENDANT did not accurately record PLAINTIFF'S and other CALIFORNIA CLASS Members' missed meal and rest breaks, or were paid inaccurate missed meal and rest break premiums, or were not paid for all hours worked, DEFENDANT violated Cal. Lab. Code § 226 in that DEFENDANT failed to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and accurate wage statements which failed to show, among other things, all deductions, the accurate gross wages earned, net wages earned, the total hours worked and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate, and correct rates of pay for penalty payments or missed meal and rest periods.

115. Further, from time to time, DEFENDANTS included Holiday and Vacation hours into the computation of total hours worked for purposes of Cal. Lab. Code § 226(a)(2),

1 notwithstanding the fact that Holiday and Vacation hours are not considered hours worked.
2 DEFENDANTS' inclusion of Holiday and Vacation hours into the total hours worked in itemized
3 wage statements issued to PLAINTIFF and other CALIFORNIA CLASS Members violates Cal.
4 Lab. Code § 226(a)(2).

5 116. In addition to the foregoing, DEFENDANT failed to provide itemized wage
6 statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the
7 requirements of California Labor Code Section 226.

8 117. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code
9 § 226, causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA
10 CLASS. These damages include, but are not limited to, costs expended calculating the correct
11 wages for all missed meal and rest breaks and the amount of employment taxes which were not
12 properly paid to state and federal tax authorities. These damages are difficult to estimate.
13 Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to recover
14 liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the violation
15 occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period
16 pursuant to Cal. Lab. Code § 226, in an amount according to proof at the time of trial (but in no
17 event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective member
18 of the CALIFORNIA CLASS herein).

19 **EIGHTH CAUSE OF ACTION**

20 **Failure To Pay Wages When Due**

21 **(Cal. Lab. Code § 203)**

22 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

23 118. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
24 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
25 Complaint.

26 119. Cal. Lab. Code § 200 provides that:

27 As used in this article:
28

- 1 (d) "Wages" includes all amounts for labor performed by employees of every
2 description, whether the amount is fixed or ascertained by the standard of time,
3 task, piece, Commission basis, or other method of calculation.
4 (e) "Labor" includes labor, work, or service whether rendered or performed under
5 contract, subcontract, partnership, station plan, or other agreement if the to be
6 paid for is performed personally by the person demanding payment.

7 120. Cal. Lab. Code § 201 provides, in relevant part, that "If an employer discharges
8 an employee, the wages earned and unpaid at the time of discharge are due and payable
9 immediately."

10 121. Cal. Lab. Code § 202 provides, in relevant part, that:

11 If an employee not having a written contract for a definite period quits his or her
12 employment, his or her wages shall become due and payable not later than 72 hours
13 thereafter, unless the employee has given 72 hours previous notice of his or her intention
14 to quit, in which case the employee is entitled to his or her wages at the time of quitting.
15 Notwithstanding any other provision of law, an employee who quits without providing a
16 72-hour notice shall be entitled to receive payment by mail if he or she so requests and
17 designates a mailing address. The date of the mailing shall constitute the date of payment
18 for purposes of the requirement to provide payment within 72 hours of the notice of
19 quitting.

20 122. There was no definite term in PLAINTIFF'S or any CALIFORNIA CLASS
21 Members' employment contract.

22 123. Cal. Lab. Code § 203 provides:

23 If an employer willfully fails to pay, without abatement or reduction, in accordance with
24 Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who
25 quits, the wages of the employee shall continue as a penalty from the due date thereof at
26 the same rate until paid or until an action therefor is commenced; but the wages shall not
27 continue for more than 30 days.

28 124. The employment of PLAINTIFF and many CALIFORNIA CLASS Members
terminated, and DEFENDANT has not tendered payment of wages to these employees who
missed meal and rest breaks, as required by law.

125. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself and the
members of the CALIFORNIA CLASS whose employment has, PLAINTIFF demand up to thirty
(30) days of pay as penalty for not paying all wages due at time of termination for all employees
who terminated employment during the CLASS PERIOD and demand an accounting and payment
of all wages due, plus interest and statutory costs as allowed by law.

1 **NINTH CAUSE OF ACTION**

2 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

3 **(Cal. Lab. Code §§2698 et seq.)**

4 **(Alleged by PLAINTIFF against all Defendants)**

5 126. PLAINTIFF realleges and incorporates by this reference, as though fully set forth
6 herein, the prior paragraphs of this Complaint.

7 127. PAGA is a mechanism by which the State of California itself can enforce state
8 labor laws through the employee suing under the PAGA who does so as the proxy or agent of
9 the state's labor law enforcement agencies. An action to recover civil penalties under PAGA is
10 fundamentally a law enforcement action designed to protect the public and not to benefit private
11 parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means
12 of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting
13 PAGA, the California Legislature specified that "it was ... in the public interest to allow aggrieved
14 employees, acting as private attorneys general to recover civil penalties for Labor Code
15 violations ..." (Stats. 2003, ch. 906, § 1). Accordingly, PAGA claims cannot be subject to
16 arbitration.

17 128. PLAINTIFF, and such persons that may be added from time to time who satisfy
18 the requirements and exhaust the administrative procedures under the Private Attorney General
19 Act, bring this Representative Action on behalf of the State of California with respect to himself
20 and all employees who worked for Defendant in California during the time period of August 11,
21 2021 until the present (the "AGGRIEVED EMPLOYEES").

22 129. On August 11, 2022, PLAINTIFF gave written notice by certified mail to the
23 Labor and Workforce Development Agency (the "Agency") and the employer of the specific
24 provisions of this code alleged to have been violated as required by Labor Code § 2699.3. See
25 Exhibit #1, attached hereto and incorporated by this reference herein. The statutory waiting
26 period for Plaintiff to add these allegations to the Complaint has expired. As a result, pursuant
27 to Section 2699.3, Plaintiff may now commence a representative civil action under PAGA
28

1 pursuant to Section 2699 as the proxy of the State of California with respect to all AGGRIEVED
2 EMPLOYEES as herein defined.

3 130. The policies, acts and practices heretofore described were and are an unlawful
4 business act or practice because DEFENDANTS (a) failed to pay AGGRIEVED EMPLOYEES
5 minimum wages and overtime wages, (b) failed to provide AGGRIEVED EMPLOYEES legally
6 required meal and rest breaks, (c) failed to pay AGGRIEVED EMPLOYEES at the correct
7 regular rate of pay, (d) failed to pay AGGRIEVED EMPLOYEES for all time worked, and (e)
8 failed to timely pay wages, all in violation of the applicable Labor Code sections listed in Labor
9 Code §2699.5, including but not limited to Labor Code §§ 201, 201.3, 202, 203, 204, 210, 218.5,
10 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1,
11 1197.14, 1198, 1199, 2802, 2804, and the applicable Industrial Wage Order(s), and thereby gives
12 rise to statutory penalties as a result of such conduct. PLAINTIFF hereby seeks recovery of civil
13 penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the
14 representative of the State of California for the illegal conduct perpetrated on PLAINTIFF and
15 the other AGGRIEVED EMPLOYEES.

16
17 **PRAYER FOR RELIEF**

18 WHEREFORE, PLAINTIFF pray for a judgment against each Defendant, jointly and
19 severally, as follows:

20 1. On behalf of the CALIFORNIA CLASS:

- 21 a. That the Court certify the First Cause of Action asserted by the CALIFORNIA
22 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
23 b. An order temporarily, preliminarily and permanently enjoining and restraining
24 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
25 c. An order requiring DEFENDANT to pay all overtime wages and all sums
26 unlawfully withheld from compensation due to PLAINTIFF and the other members
27 of the CALIFORNIA CLASS; and
28 d. Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund

for restitution of the sums incidental to DEFENDANT's violations due to PLAINTIFF and to the other members of the CALIFORNIA CLASS.

2. On behalf of the CALIFORNIA CLASS:

- a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- b. Compensatory damages, according to proof at trial, including compensatory damages for overtime compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest thereon at the statutory rate;
- c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the applicable IWC Wage Order;
- d. 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 each member of the CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation of Cal. Lab. Code § 226
- e. The wages of all terminated employees from the CALIFORNIA CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.
- f. The amount of the expenses PLAINTIFF and each member of the CALIFORNIA CLASS incurred in the course of their job duties, plus interest, and costs of suit.

3. On behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES: Recovery of civil penalties as prescribe by the Labor Code Private Attorneys General Act of 2004;

4. On all claims:

- a. An award of interest, including prejudgment interest at the legal rate;
- b. Such other and further relief as the Court deems just and equitable; and

c. An award of penalties, attorneys' fees, and costs of suit, as allowable under the law,
including, but not limited to, pursuant to Labor Code § 218.5, § 226, and/or § 1194.

DATED: October 28, 2022

ZAKAY LAW GROUP, APLC

By: 
Shani O. Zakay
Attorney for PLAINTIFF

DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

DATED: October 28, 2022

ZAKAY LAW GROUP, APLC

By: 
Shani O. Zakay
Attorney for PLAINTIFF

EXHIBIT 1



Client # 52401

August 11, 2022

Via Online Filing to LWDA and Certified Mail to Defendant
Labor and Workforce Development Agency
Online Filing

SHAXON INDUSTRIES, INC.

c/o Bahadir Tulunay

337 West Freedom Avenue

Orange, CA 92685

Sent via Certified Mail and Return Receipt 7021 1970 0001 8870 0081

Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804, Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

Our offices represent Plaintiff CHRISTINA RODRIGUEZ (“Plaintiff”), and other aggrieved employees in a proposed lawsuit against Defendant SHAXON INDUSTRIES, INC. (“Defendant”). Plaintiff was employed by Defendant in California from April of 1994 to February of 2022 as non-exempt employees, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all of their time worked, and for all of their meal breaks and rest breaks. Further, Defendant failed to timely pay Plaintiff and other aggrieved employees for earned wages.

As a consequence, Plaintiff contends that Defendant failed to fully compensate her and other similarly situated and aggrieved employees, for all earned wages and failed to provide California-compliant meal and rest breaks and accurate wage statements. Accordingly, Plaintiff contends that Defendant’s conduct violated Labor Code sections §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, 2804, and applicable wage orders, and is therefore actionable pursuant to section 2698 *et seq.*

Plaintiff seeks to represent a group of aggrieved employees defined as all non-exempt employees who worked for Defendant in California during the relevant claim period.

A true and correct copy of the proposed Complaint is attached hereto. The Complaint (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iv) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to the

Plaintiff, and (v) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendant is on notice that Plaintiff continues her investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2695, *et seq.* The lawsuit consists of other aggrieved employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Act of 2004 on behalf of Plaintiff and all aggrieved California employees.

Your earliest response to this notice is appreciated. If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shani O. Zakay', with a stylized flourish at the end.

Shani O. Zakay
Attorney for Plaintiff

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Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

CHRISTINA RODRIGUEZ, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

SHAXON INDUSTRIES, INC., a California
corporation, and DOES 1-50, Inclusive,

Defendants.

Case No:

CLASS ACTION COMPLAINT FOR:

- 1) UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §17200 *et seq*;
- 2) FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
- 3) FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq*;
- 4) FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 5) FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;

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- 6) FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
 - 7) FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
 - 8) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203.

DEMAND FOR A JURY TRIAL

PLAINTIFF CHRISTINA RODRIGUEZ (“PLAINTIFF”), an individual, on behalf of herself and all other similarly situated current and former employees, allege on information and belief, except for her own acts and knowledge which are based on personal knowledge, the following:

PRELIMINARY ALLEGATIONS

1. Defendant SHAXON INDUSTRIES, INC. (“DEFENDANT”) is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

2. DEFENDANT manufactures and distributes products for the data and telephone communications industry in the county of Orange, where PLAINTIFF worked.

3. PLAINTIFF was employed by DEFENDANT in California from April of 1994 to February of 2022 as a non-exempt employee, paid in part an hourly basis and non-discretionary bonuses, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

4. PLAINTIFF brings this Class Action on behalf of herself and a California class, defined as all persons who are or previously were employed by DEFENDANT in California and classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the period beginning four (4) years prior to the filing of this Complaint and ending on the date as determined by the Court (the “CLASS PERIOD”). The amount in controversy for the aggregate claim of the CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

1 5. PLAINTIFF brings this Class Action on behalf of herself and a CALIFORNIA
2 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during
3 the CLASS PERIOD caused by DEFENDANT's uniform policy and practice which failed to
4 lawfully compensate these employees. DEFENDANT's uniform policy and practice alleged
5 herein was an unlawful, unfair, and deceptive business practice whereby DEFENDANT retained
6 and continues to retain wages due to PLAINTIFF and the other members of the CALIFORNIA
7 CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction
8 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and the
9 other members of the CALIFORNIA CLASS who have been economically injured by
10 DEFENDANT's past and current unlawful conduct, and all other appropriate legal and equitable
11 relief.

12 6. The true names and capacities, whether individual, corporate, subsidiary,
13 partnership, associate or otherwise of DEFENDANTS DOES 1 through 50, inclusive, are
14 presently unknown to PLAINTIFF who therefore sues these DEFENDANTS by such fictitious
15 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
16 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when they are
17 ascertained. PLAINTIFF is informed and believes, and based upon that information and belief
18 alleges, that the DEFENDANTS named in this Complaint, including DOES 1 through 50,
19 inclusive, are responsible in some manner for one or more of the events and happenings that
20 proximately caused the injuries and damages hereinafter alleged.

21 7. The agents, servants and/or employees of the Defendants and each of them acting
22 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
23 agent, servant and/or employee of the Defendants, and personally participated in the conduct
24 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
25 Consequently, the acts of each Defendant are legally attributable to the other Defendants and all
26 Defendants are jointly and severally liable to PLAINTIFF and the other members of the
27 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
28 Defendants' agents, servants and/or employees.

1 8. DEFENDANTS were PLAINTIFF’S employers or persons acting on behalf of the
2 PLAINTIFF’S employer, within the meaning of California Labor Code § 558, who violated or
3 caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
4 regulating hours and days of work in any order of the Industrial Welfare Commission and, as
5 such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code § 558,
6 at all relevant times.

7 9. DEFENDANTS were PLAINTIFF’S employers or persons acting on behalf of
8 PLAINTIFF’S employer either individually or as an officer, agent, or employee of another person,
9 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any
10 employee a wage less than the minimum fixed by California state law, and as such, are subject to
11 civil penalties for each underpaid employee.

12 10. DEFENDANT’S uniform policies and practices alleged herein were unlawful,
13 unfair, and deceptive business practices whereby DEFENDANT retained and continue to retain
14 wages due to PLAINTIFF and other members of the CALIFORNIA CLASS.

15 11. PLAINTIFF and other members of the CALIFORNIA CLASS seek an injunction
16 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and
17 other members of the CALIFORNIA CLASS who has been economically injured by
18 DEFENDANT’S past and current unlawful conduct, and all other appropriate legal and equitable
19 relief.

20 **JURISDICTION AND VENUE**

21 12. This Court has jurisdiction over this Action pursuant to California Code of Civil
22 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This
23 action is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of
24 DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

25 13. Venue is proper in this Court pursuant to California Code of Civil Procedure,
26 Sections 395 and 395.5, because DEFENDANT operates in locations across California, employs
27 the CALIFORNIA CLASS across California, including in this County, and committed the
28 wrongful conduct herein alleged in this County against the CALIFORNIA CLASS.

THE CONDUCT

14. In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANT as a matter of company policy, practice, and procedure, intentionally, knowingly, and systematically failed to provide legally compliant meal and rest periods, failed to accurately compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest periods, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked, failed compensate PLAINTIFF and other members of the CALIFORNIA CLASS for off-the-clock work, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS overtime at the correct regular rate of pay, failed to compensate PLAINTIFF and other members of the CALIFORNIA CLASS meal rest premiums at the regular rate, failed to reimburse PLAINTIFF and other CALIFORNIA CLASS Members for business expenses, and failed to issue to PLAINTIFF and the members of the CALIFORNIA CLASS with accurate itemized wage statements showing, among other things, all applicable hourly rates in effect during the pay periods and the corresponding amount of time worked at each hourly rate. DEFENDANT’s uniform policies and practices are intended to purposefully avoid the accurate and full payment for all time worked as required by California law which allows DEFENDANT to illegally profit and gain an unfair advantage over competitors who comply with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA CLASS against DEFENDANT, the CLASS PERIOD should be adjusted accordingly.

A. Meal Period Violations

15. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. From time to time during the CLASS PERIOD, DEFENDANT required PLAINTIFF and CALIFORNIA CLASS Members to work without paying them for all the time they were under DEFENDANT’s control. Specifically, DEFENDANT required PLAINTIFF to work and maintain a cordless communication device in

1 order to receive and send work-related communications while clocked out during what was
2 supposed to be PLAINTIFF'S off-duty meal break. Indeed, there were many days where
3 PLAINTIFF did not even receive a partial lunch. As a result, the PLAINTIFF and other
4 CALIFORNIA CLASS Members forfeited minimum wage and overtime compensation by
5 regularly working without their time being accurately recorded and without compensation at the
6 applicable minimum wage and overtime rates. DEFENDANT's uniform policy and practice not
7 to pay PLAINTIFF and other CALIFORNIA CLASS Members for all time worked is evidenced
8 by DEFENDANT's business records.

9 16. From time to time during the CLASS PERIOD, as a result of their rigorous work
10 schedules and DEFENDANT's inadequate staffing practices, PLAINTIFF and other
11 CALIFORNIA CLASS Members are from time to time unable to take thirty (30) minute off duty
12 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other
13 CALIFORNIA CLASS Members are required to perform work as ordered by DEFENDANT for
14 more than five (5) hours during some shifts without receiving a meal break. Further,
15 DEFENDANT fails to provide PLAINTIFF and CALIFORNIA CLASS Members with a second
16 off-duty meal period for some workdays in which these employees are required by DEFENDANT
17 to work ten (10) hours of work. The nature of the work performed by PLAINTIFF and other
18 CALIFORNIA CLASS Members does not qualify for the limited and narrowly construed "on-
19 duty" meal period exception. When they were provided with meal periods, PLAINTIFF and other
20 CALIFORNIA CLASS Members were, from time to time, required to remain on duty and on call,
21 and required to maintain cordless communication devices on their person in order to receive and
22 send work-related communications. DEFENDANT's failure to provide PLAINTIFF and the
23 CALIFORNIA CLASS Members with legally required meal breaks is evidenced by
24 DEFENDANT's business records. PLAINTIFF and other members of the CALIFORNIA CLASS
25 therefore forfeit meal breaks without additional compensation and in accordance with
26 DEFENDANT's strict corporate policy and practice.

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1 **B. Rest Period Violations**

2 17. From time to time during the CLASS PERIOD, PLAINTIFF and other
3 CALIFORNIA CLASS Members were also required to work in excess of four (4) hours without
4 being provided ten (10) minute rest periods as a result of their rigorous work requirements and
5 DEFENDANT's inadequate staffing. Further, for the same reasons, these employees were denied
6 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
7 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some
8 shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and
9 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from
10 time to time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA
11 CLASS Members were, from time to time, required to remain on duty, on call, and/or maintain
12 cordless communication devices on their person in order to receive and send work-related
13 communications. PLAINTIFF and other CALIFORNIA CLASS Members were also not provided
14 with one-hour wages *in lieu* thereof. As a result of their rigorous work schedules and
15 DEFENDANT's inadequate staffing, PLAINTIFF and other CALIFORNIA CLASS Members
16 were from time to time denied their proper rest periods by DEFENDANT and DEFENDANT's
17 managers.

18 **C. Unreimbursed Business Expenses**

19 18. DEFENDANT as a matter of corporate policy, practice, and procedure,
20 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF
21 and the other CALIFORNIA CLASS Members for required business expenses incurred by the
22 PLAINTIFF and other CALIFORNIA CLASS Members in direct consequence of discharging
23 their duties on behalf of DEFENDANT. Under California Labor Code Section 2802, employers
24 are required to indemnify employees for all expenses incurred in the course and scope of their
25 employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her
26 employee for all necessary expenditures or losses incurred by the employee in direct consequence
27 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,
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1 even though unlawful, unless the employee, at the time of obeying the directions, believed them
2 to be unlawful."

3 19. In the course of their employment, DEFENDANT required PLAINTIFF and other
4 CALIFORNIA CLASS Members to use their personal computers and home internet as a result of
5 and in furtherance of their job duties. Specifically, PLAINTIFF and other CALIFORNIA CLASS
6 Members were required to use their personal computers and home internet in order to perform
7 work related tasks. However, DEFENDANT unlawfully failed to reimburse PLAINTIFF and
8 other CALIFORNIA CLASS Members for the use of their personal computers and home internet.
9 As a result, in the course of their employment with DEFENDANT, the PLAINTIFF and other
10 CALIFORNIA CLASS Members incurred unreimbursed business expenses that included, but
11 were not limited to, costs related to the use of their personal computers and home internet, all on
12 behalf of and for the benefit of DEFENDANT.

13 **D. Wage Statement Violations**

14 20. California Labor Code Section 226 required an employer to furnish its employees
15 and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours
16 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,
17 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
18 name of the employee and only the last four digits of the employee's social security number or an
19 employee identification number other than a social security number, (8) the name and address of
20 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
21 period and the corresponding number of hours worked at each hourly rate by the employee.

22 21. From time to time during the CLASS PERIOD, when PLAINTIFF and other
23 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurately for
24 missed meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also
25 failed to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and
26 accurate wage statements which failed to show, among other things, all deductions, the total hours
27 worked and all applicable hourly rates in effect during the pay period, and the corresponding
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1 amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed
2 meal and rest periods.

3 22. Further, from time to time, DEFENDANTS included Holiday and Vacation hours
4 into the computation of total hours worked for purposes of Cal. Lab. Code § 226(a)(2),
5 notwithstanding the fact that Holiday and Vacation hours are not considered hours worked.
6 DEFENDANTS' inclusion of Holiday and Vacation hours into the total hours worked in itemized
7 wage statements issued to PLAINTIFF and other CALIFORNIA CLASS Members violates Cal.
8 Lab. Code § 226(a)(2).

9 23. In addition to the foregoing, DEFENDANT, from time to time, failed to provide
10 PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with
11 Cal. Lab. Code § 226.

12 24. As a result, DEFENDANT issued PLAINTIFF and other members of the
13 CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further,
14 DEFENDANT's violations are knowing and intentional, were not isolated due to an unintentional
15 payroll error due to clerical or inadvertent mistake.

16 **E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

17 25. During the CLASS PERIOD, from time-to-time DEFENDANT failed and
18 continues to fail to accurately pay PLAINTIFF and other members of the CALIFORNIA CLASS
19 for all hours worked.

20 26. During the CLASS PERIOD, from time-to-time DEFENDANT required
21 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift
22 work, including but not limited to, submitting to Covid-19 health screenings. This resulted in
23 PLAINTIFF and other members of the CALIFORNIA CLASS to have to work while off-the-
24 clock.

25 27. DEFENDANT directed and directly benefited from the undercompensated off-the-
26 clock work performed by PLAINTIFF and the other CALIFORNIA CLASS Members.

1 28. DEFENDANT controlled the work schedules, duties, and protocols, applications,
2 assignments, and employment conditions of PLAINTIFF and the other members of the
3 CALIFORNIA CLASS.

4 29. DEFENDANT was able to track the amount of time PLAINTIFF and the other
5 members of the CALIFORNIA CLASS spent working; however, DEFENDANT failed to
6 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all
7 wages earned and owed for all the work they performed.

8 30. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-
9 exempt employees, subject to the requirements of the California Labor Code.

10 31. DEFENDANT's policies and practices deprived PLAINTIFF and the other
11 CALIFORNIA CLASS Members of all minimum regular, overtime, and double time wages owed
12 for the off-the-clock work activities. Because PLAINTIFF and the other members of the
13 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than
14 eight (8) hours per day, DEFENDANT's policies and practices also deprived them of overtime
15 pay.

16 32. DEFENDANT knew or should have known that PLAINTIFF and the other
17 members of the CALIFORNIA CLASS off-the-clock work was compensable under the law.

18 33. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
19 forfeited wages due to them for all hours worked at DEFENDANT's direction, control, and
20 benefit for the time spent working while off-the-clock, including but not limited to, time spent
21 submitting to Covid-19 health screenings. DEFENDANT's uniform policy and practice to not
22 pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours worked in
23 accordance with applicable law is evidenced by DEFENDANT's business records.

24 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums,**
25 **and Redeemed Sick Pay**

26 34. From time to time during the CLASS PERIOD, DEFENDANT failed and
27 continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS
28 Members for their overtime and double time hours worked, meal and rest period premiums, and

1 redeemed sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS Members
2 forfeited wages due to them for working overtime without compensation at the correct overtime
3 and double time rates, meal and rest period premiums, and redeemed sick pay rates.
4 DEFENDANT's uniform policy and practice not to pay the CALIFORNIA CLASS Members at
5 the correct rate for all overtime and double time worked, meal and rest period premiums, and
6 redeemed sick pay in accordance with applicable law is evidenced by DEFENDANT's business
7 records.

8 35. State law provides that employees must be paid overtime at one-and-one-half times
9 their "regular rate of pay." PLAINTIFF and other CALIFORNIA CLASS Members were
10 compensated at an hourly rate plus incentive pay that was tied to specific elements of an
11 employee's performance.

12 36. The second component of PLAINTIFF's and other CALIFORNIA CLASS
13 Members' compensation was DEFENDANTS' non-discretionary incentive program that paid
14 PLAINTIFF and other CLASS MEMBERS incentive wages based on their performance for
15 DEFENDANTS. The non-discretionary bonus program provided all employees paid on an hourly
16 basis with bonus compensation when the employees met the various performance goals set by
17 DEFENDANTS.

18 37. However, from-time-to-time, when calculating the regular rate of pay, in those pay
19 periods where PLAINTIFF and other CALIFORNIA CLASS members worked overtime, double
20 time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-
21 discretionary bonus, DEFENDANTS failed to accurately include the non-discretionary bonus
22 compensation as part of the employees' "regular rate of pay" and/or calculated all hours worked
23 rather than just all non-overtime hours worked. Management and supervisors described the
24 incentive/bonus program to potential and new employees as part of the compensation package.
25 As a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA
26 CLASS members must be included in the "regular rate of pay." The failure to do so has resulted
27 in a systematic underpayment of overtime and double time compensation, meal and rest period
28 premiums, and redeemed sick pay to PLAINTIFF and other CALIFORNIA CLASS members by

1 DEFENDANTS. Specifically, California Labor Code Section 246 mandates that paid sick time
2 for non-employees shall be calculated in the same manner as the regular rate of pay for the
3 workweek in which the non-exempt employee uses paid sick time, whether or not the employee
4 actually works overtime in that workweek. DEFENDANTS' conduct, as articulated herein, by
5 failing to include the incentive compensation as part of the "regular rate of pay" for purposes of
6 sick pay compensation was in violation of Cal. Lab. Code § 246 the underpayment of which is
7 recoverable under Cal. Labor Code Sections 201, 202, 203 and/or 204.

8 38. In violation of the applicable sections of the California Labor Code and the
9 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a
10 matter of company policy, practice, and procedure, intentionally and knowingly failed to
11 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate
12 of pay for all overtime and double time worked, meal and rest period premiums, and sick pay.
13 This uniform policy and practice of DEFENDANT is intended to purposefully avoid the payment
14 of the correct overtime and double time compensation, meal and rest period premiums, and sick
15 pay as required by California law which allowed DEFENDANT to illegally profit and gain an
16 unfair advantage over competitors who complied with the law. To the extent equitable tolling
17 operates to toll claims by the CALIFORNIA CLASS members against DEFENDANT, the
18 CLASS PERIOD should be adjusted accordingly.

19 **G. Violations for Untimely Payment of Wages**

20 39. Pursuant to California Labor Code section 204, PLAINTIFF and the
21 CALIFORNIA CLASS members were entitled to timely payment of wages during their
22 employment. PLAINTIFF and the CALIFORNIA CLASS members, from time to time, did not
23 receive payment of all wages, including, but not limited to, overtime wages, minimum wages,
24 meal period premium wages, and rest period premium wages within permissible time period.

25 **H. Unlawful Deductions**

26 40. DEFENDANTS, from time-to-time unlawfully deducted wages from PLAINTIFF
27 and CALIFORNIA CLASS Members' pay without explanations and without authorization to do
28

1 so or notice to PLAINTIFF and the CALIFORNIA CLASS Members. As a result,
2 DEFENDANTS violated Labor Code § 221.

3 41. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take
4 off duty meal and rest breaks and was not fully relieved of duty for his rest and meal periods.
5 PLAINTIFF was required to perform work as ordered by DEFENDANT for more than five (5)
6 hours during a shift without receiving an off-duty meal break. Further, DEFENDANT failed to
7 provide PLAINTIFF with a second off-duty meal period each workday in which she was required
8 by DEFENDANT to work ten (10) hours of work. When DEFENDANT provided PLAINTIFF
9 with a rest break, they required PLAINTIFF to remain on-duty and on-call for the rest break.
10 DEFENDANT policy caused PLAINTIFF to remain on-call and on-duty during what was
11 supposed to be his off-duty meal periods. PLAINTIFF therefore forfeited meal and rest breaks
12 without additional compensation and in accordance with DEFENDANT’S strict corporate policy
13 and practice. Moreover, DEFENDANT also provided PLAINTIFF with paystubs that failed to
14 comply with Cal. Lab. Code § 226. Further, DEFENDANT also failed to reimburse PLAINTIFF
15 for required business expenses related to the personal expenses incurred for the use of her personal
16 computer and home internet, on behalf of and in furtherance of his employment with
17 DEFENDANT. To date, DEFENDANT has not fully paid PLAINTIFF the minimum, overtime
18 and double time compensation still owed to her or any penalty wages owed to her under Cal. Lab.
19 Code § 203. The amount in controversy for PLAINTIFF individually does not exceed the sum or
20 value of \$75,000.

21 **CLASS ACTION ALLEGATIONS**

22 42. PLAINTIFF bring this Class Action on behalf of herself, and a California class
23 defined as all persons who are or previously were employed by DEFENDANT in California and
24 classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the period
25 beginning four (4) years prior to the filing of this Complaint and ending on the date as determined
26 by the Court (the “CLASS PERIOD”).

27 43. PLAINTIFF and the other CALIFORNIA CLASS Members have uniformly been
28 deprived of wages and penalties from unpaid wages earned and due, including but not limited to

unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums, illegal meal and rest period policies, failed to reimburse for business expenses, failed compensate for off-the-clock work, failure to provide accurate itemized wage statements, failure to maintain required records, and interest, statutory and civil penalties, attorney's fees, costs, and expenses.

44. The members of the class are so numerous that joinder of all class members is impractical.

45. Common questions of law and fact regarding DEFENDANT's conduct, including but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately calculate the regular rate of pay for overtime compensation, failure to accurately calculate the regular rate of compensation for missed meal and rest period premiums, failing to provide legally compliant meal and rest periods, failed to reimburse for business expenses, failure to provide accurate itemized wage statements accurate, and failure to ensure they are paid at least minimum wage and overtime, exist as to all members of the class and predominate over any questions affecting solely any individual members of the class. Among the questions of law and fact common to the class are:

- a. Whether DEFENDANT maintained legally compliant meal period policies and practices;
- b. Whether DEFENDANT maintained legally compliant rest period policies and practices;
- c. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS Members accurate premium payments for missed meal and rest periods;
- d. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS Members accurate overtime wages;
- e. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS Members at least minimum wage for all hours worked;
- f. Whether DEFENDANT failed to compensate PLAINTIFF and the CALIFORNIA CLASS Members for required business expenses;
- g. Whether DEFENDANT issued legally compliant wage statements;

1 h. Whether DEFENDANT committed an act of unfair competition by systematically
2 failing to record and pay PLAINTIFF and the other members of the CALIFORNIA
3 CLASS for all time worked;

4 i. Whether DEFENDANT committed an act of unfair competition by systematically
5 failing to record all meal and rest breaks missed by PLAINTIFF and other
6 CALIFORNIA CLASS Members, even though DEFENDANT enjoyed the benefit
7 of this work, required employees to perform this work and permits or suffers to
8 permit this work;

9 j. Whether DEFENDANT committed an act of unfair competition in violation of the
10 UCL, by failing to provide the PLAINTIFF and the other members of the
11 CALIFORNIA CLASS with the legally required meal and rest periods.

12 46. PLAINTIFF are members of the CALIFORNIA CLASS and suffered damages as
13 a result of DEFENDANT's conduct and actions alleged herein.

14 47. PLAINTIFF'S claims are typical of the claims of the CALIFORNIA CLASS, and
15 PLAINTIFF have the same interests as the other members of the class.

16 48. PLAINTIFF will fairly and adequately represent and protect the interests of the
17 CALIFORNIA CLASS Members.

18 49. PLAINTIFF retained able class counsel with extensive experience in class action
19 litigation.

20 50. Further, PLAINTIFF'S interests are coincident with, and not antagonistic to, the
21 interest of the other CALIFORNIA CLASS Members.

22 51. There is a strong community of interest among PLAINTIFF and the members of
23 the CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANT are
24 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
25 sustained.

26 52. The questions of law and fact common to the CALIFORNIA CLASS Members
27 predominate over any questions affecting only individual members, including legal and factual
28 issues relating to liability and damages.

53. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because joinder of all class members is impractical. Moreover, since the damages suffered by individual members of the class may be relatively small, the expense and burden of individual litigation makes it practically impossible for the members of the class individually to redress the wrongs done to them. Without class certification and determination of declaratory, injunctive, statutory, and other legal questions within the class format, prosecution of separate actions by individual members of the CALIFORNIA CLASS will create the risk of:

- a. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA CLASS which would establish incompatible standards of conduct for the parties opposing the CALIFORNIA CLASS; and/or,
- b. Adjudication with respect to individual members of the CALIFORNIA CLASS which would as a practical matter be dispositive of the interests of the other members not party to the adjudication or substantially impair or impeded their ability to protect their interests.

54. Class treatment provides manageable judicial treatment calculated to bring an efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of DEFENDANT.

FIRST CAUSE OF ACTION

Unlawful Business Practices

(Cal. Bus. And Prof. Code §§ 17200, *et seq.*)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)

55. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

56. DEFENDANT is a “person” as that term is defined under Cal. Bus. And Prof. Code § 17021.

1 57. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines
2 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203
3 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair competition
4 as follows:

5 Any person who engages, has engaged, or proposes to engage in unfair competition may
6 be enjoined in any court of competent jurisdiction. The court may make such orders or
7 judgments, including the appointment of a receiver, as may be necessary to prevent the
8 use or employment by any person of any practice which constitutes unfair competition, as
9 defined in this chapter, or as may be necessary to restore to any person in interest any
10 money or property, real or personal, which may have been acquired by means of such
11 unfair competition. (Cal. Bus. & Prof. Code § 17203).

12 58. By the conduct alleged herein, DEFENDANT has engaged and continues to
13 engage in a business practice which violates California law, including but not limited to, the
14 applicable Wage Order(s), the California Code of Regulations and the California Labor Code
15 including Sections 201, 202, 203, 204, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and
16 2802, for which this Court should issue declaratory and other equitable relief pursuant to Cal.
17 Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to
18 constitute unfair competition, including restitution of wages wrongfully withheld.

19 59. By the conduct alleged herein, DEFENDANT’s practices were unlawful and unfair
20 in that these practices violated public policy, were immoral, unethical, oppressive unscrupulous
21 or substantially injurious to employees, and were without valid justification or utility for which
22 this Court should issue equitable and injunctive relief pursuant to Section 17203 of the California
23 Business & Professions Code, including restitution of wages wrongfully withheld.

24 60. By the conduct alleged herein, DEFENDANT’s practices were deceptive and
25 fraudulent in that DEFENDANT’s uniform policy and practice failed to provide the legally
26 mandated meal and rest periods and the required amount of compensation for missed meal and
27 rest periods, failed to pay minimum and overtime wages owed, and failed to reimburse all
28 necessary business expenses incurred, due to a systematic business practice that cannot be
justified, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission
requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should

1 issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including
2 restitution of wages wrongfully withheld.

3 61. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
4 unfair, and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and the
5 other members of the CALIFORNIA CLASS to be underpaid during their employment with
6 DEFENDANT.

7 62. By the conduct alleged herein, DEFENDANT's practices were also unfair and
8 deceptive in that DEFENDANT's uniform policies, practices and procedures failed to provide
9 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members as
10 required by Cal. Lab. Code §§ 226.7 and 512.

11 63. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each
12 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal
13 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for
14 each workday in which a second off-duty meal period was not timely provided for each ten (10)
15 hours of work.

16 64. PLAINTIFF further demands on behalf of herself and on behalf of each
17 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was
18 not timely provided as required by law.

19 65. By and through the unlawful and unfair business practices described herein,
20 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and the
21 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and
22 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
23 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT
24 to unfairly compete against competitors who comply with the law.

25 66. All the acts described herein as violations of, among other things, the Industrial
26 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
27 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and
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1 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business
2 practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

3 67. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
4 and do, seek such relief as may be necessary to restore to them the money and property which
5 DEFENDANT has acquired, or of which PLAINTIFF and the other members of the
6 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair
7 business practices, including earned but unpaid wages for all time worked.

8 68. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
9 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair,
10 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
11 engaging in any unlawful and unfair business practices in the future.

12 69. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,
13 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of
14 DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As a
15 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other
16 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal
17 and economic harm unless DEFENDANT is restrained from continuing to engage in these
18 unlawful and unfair business practices.

19 **SECOND CAUSE OF ACTION**

20 **Failure To Pay Minimum Wages**

21 **(Cal. Lab. Code §§ 1194, 1197 and 1197.1)**

22 **Alleged by PLAINTIFF and the CALIFORNIA CLASS against ALL Defendants)**

23 70. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
24 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
25 Complaint.

26 71. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
27 DEFENDANT's willful and intentional violations of the California Labor Code and the Industrial
28

1 Welfare Commission requirements for DEFENDANT's failure to accurately calculate and pay
2 minimum wages to PLAINTIFF and CALIFORNIA CLASS Members.

3 72. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public
4 policy, an employer must timely pay its employees for all hours worked.

5 73. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
6 commission is the minimum wage to be paid to employees, and the payment of a less wage than
7 the minimum so fixed is unlawful.

8 74. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
9 including minimum wage compensation and interest thereon, together with the costs of suit.

10 75. DEFENDANT maintained a uniform wage practice of paying PLAINTIFF and the
11 other members of the CALIFORNIA CLASS without regard to the correct amount of time they
12 work. As set forth herein, DEFENDANT's uniform policy and practice was to unlawfully and
13 intentionally deny timely payment of wages due to PLAINTIFF and the other members of the
14 CALIFORNIA CLASS.

15 76. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,
16 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
17 implementing a uniform policy and practice that denies accurate compensation to PLAINTIFF
18 and the other members of the CALIFORNIA CLASS in regard to minimum wage pay.

19 77. In committing these violations of the California Labor Code, DEFENDANT
20 inaccurately calculated the correct time worked and consequently underpaid the actual time
21 worked by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANT acted
22 in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of
23 the California Labor Code, the Industrial Welfare Commission requirements and other applicable
24 laws and regulations.

25 78. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
26 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
27 minimum wage compensation for their time worked for DEFENDANT.
28

1 79. During the CLASS PERIOD, PLAINTIFF and the other members of the
2 CALIFORNIA CLASS were paid less for time worked that they were entitled to, constituting a
3 failure to pay all earned wages.

4 80. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
5 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
6 time they worked, PLAINTIFF and the other members of the CALIFORNIA CLASS have
7 suffered and will continue to suffer an economic injury in amounts which are presently unknown
8 to them, and which will be ascertained according to proof at trial.

9 81. DEFENDANT knew or should have known that PLAINTIFF and the other
10 members of the CALIFORNIA CLASS were under-compensated for their time worked.
11 DEFENDANT systematically elected, either through intentional malfeasance or gross
12 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
13 and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay
14 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages
15 for their time worked.

16 82. In performing the acts and practices herein alleged in violation of California labor
17 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
18 and provide them with the requisite compensation, DEFENDANT acted and continues to act
19 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
20 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the
21 consequences to them, and with the despicable intent of depriving them of their property and legal
22 rights, and otherwise causing them injury in order to increase company profits at the expense of
23 these employees.

24 83. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
25 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the
26 assessment of any statutory penalties against DEFENDANT, in a sum as provided by the
27 California Labor Code and/or other applicable statutes. To the extent minimum wage
28 compensation is determined to be owed to the CALIFORNIA CLASS Members who have

1 terminated their employment, DEFENDANT's conduct also violates Labor Code §§ 201 and/or
2 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab.
3 Code § 203, which penalties are sought herein on behalf of these CALIFORNIA CLASS
4 Members. DEFENDANT's conduct as alleged herein was willful, intentional and not in good
5 faith. Further, PLAINTIFF and other CALIFORNIA CLASS Members are entitled to seek and
6 recover statutory costs.

7 **THIRD CAUSE OF ACTION**

8 **Failure To Pay Overtime Compensation**

9 **(Cal. Lab. Code §§ 204, 510, 1194 and 1198)**

10 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against ALL Defendants)**

11 84. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
12 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
13 Complaint.

14 85. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
15 DEFENDANT's willful and intentional violations of the California Labor Code and the Industrial
16 Welfare Commission requirements for DEFENDANT's failure to pay these employees for all
17 overtime worked, including, work performed in excess of eight (8) hours in a workday, and/or
18 twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

19 86. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public
20 policy, an employer must timely pay its employees for all hours worked.

21 87. Cal. Lab. Code § 510 provides that employees in California shall not be employed
22 more than eight (8) hours per workday and/or more than forty (40) hours per workweek unless
23 they receive additional compensation beyond their regular wages in amounts specified by law.

24 88. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
25 including minimum and overtime compensation and interest thereon, together with the costs of
26 suit. Cal. Lab. Code § 1198 further states that the employment of an employee for longer hours
27 than those fixed by the Industrial Welfare Commission is unlawful.
28

1 89. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS Members
2 were required by DEFENDANT to work for DEFENDANT and were not paid for all the time
3 they worked, including overtime work.

4 90. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,
5 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
6 implementing a uniform policy and practice that failed to accurately record overtime worked by
7 PLAINTIFF and other CALIFORNIA CLASS Members and denied accurate compensation to
8 PLAINTIFF and the other members of the CALIFORNIA CLASS for overtime worked,
9 including, the overtime work performed in excess of eight (8) hours in a workday, and/or twelve
10 (12) hours in a workday, and/or forty (40) hours in any workweek.

11 91. In committing these violations of the California Labor Code, DEFENDANT
12 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
13 PLAINTIFF and other CALIFORNIA CLASS Members. DEFENDANT acted in an illegal
14 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
15 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
16 regulations.

17 92. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
18 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
19 overtime compensation for their time worked for DEFENDANT.

20 93. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
21 from the overtime requirements of the law. None of these exemptions are applicable to
22 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the
23 other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining
24 agreement that would preclude the causes of action contained herein this Complaint. Rather,
25 PLAINTIFF bring this Action on behalf of herself, and the CALIFORNIA CLASS, based on
26 DEFENDANT's violations of non-negotiable, non-waivable rights provided by the State of
27 California.

1 94. During the CLASS PERIOD, PLAINTIFF and the other members of the
2 CALIFORNIA CLASS were paid less for overtime worked that they were entitled to, constituting
3 a failure to pay all earned wages.

4 95. DEFENDANT failed to accurately pay PLAINTIFF and the other members of the
5 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the
6 maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194, & 1198, even
7 though PLAINTIFF and the other members of the CALIFORNIA CLASS were regularly required
8 to work, and did in fact work overtime, and did in fact work overtime as to which DEFENDANT
9 failed to accurately record and pay as evidenced by DEFENDANT's business records and
10 witnessed by employees.

11 96. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
12 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
13 amount of overtime they worked, PLAINTIFF and the other members of the CALIFORNIA
14 CLASS have suffered and will continue to suffer an economic injury in amounts which are
15 presently unknown to them, and which will be ascertained according to proof at trial.

16 97. DEFENDANT knew or should have known that PLAINTIFF and the other
17 members of the CALIFORNIA CLASS were undercompensated for their time worked.
18 DEFENDANT systematically elected, either through intentional malfeasance or gross
19 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and
20 procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay PLAINTIFF
21 and the other members of the CALIFORNIA CLASS the correct overtime wages for their
22 overtime worked.

23 98. In performing the acts and practices herein alleged in violation of California labor
24 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
25 and provide them with the requisite compensation, DEFENDANT acted and continues to act
26 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
27 CALIFORNIA CLASS with a conscious of and utter disregard for their legal rights, or the
28 consequences to them, and with the despicable intent of depriving them of their property and legal

1 rights, and otherwise causing them injury in order to increase company profits at the expense of
2 these employees.

3 99. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS
4 request recovery of overtime wages, according to proof, interest, statutory costs, as well as the
5 assessment of any statutory penalties against DEFENDANT, in a sum as provided by the
6 California Labor Code and/or other applicable statutes. To the extent overtime compensation is
7 determined to be owed to the CALIFORNIA CLASS Members who have terminated their
8 employment, DEFENDANT'S conduct also violates Labor Code §§ 201 and/or 202, and therefore
9 these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which
10 penalties are sought herein. DEFENDANT's conduct as alleged herein was willful, intentional,
11 and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS Members are
12 entitled to seek and recover statutory costs.

13 **FOURTH CAUSE OF ACTION**

14 **Failure To Provide Required Meal Periods**

15 **(Cal. Lab. Code §§ 226.7 & 512)**

16 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

17 100. PLAINTIFF and the other members of the CALIFORNIA CLASS, reallege and
18 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
19 Complaint.

20 101. During the CLASS PERIOD, DEFENDANT failed to provide all the legally
21 required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS Members as
22 required by the applicable Wage Order and Labor Code. The nature of the work performed by
23 PLAINTIFF and CALIFORNIA CLASS Members did not prevent these employees from being
24 relieved of all of their duties for the legally required off-duty meal periods. As a result of their
25 rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS Members were often not
26 fully relieved of duty by DEFENDANT for their meal periods. Additionally, DEFENDANT's
27 failure to provide PLAINTIFF and the CALIFORNIA CLASS Members with legally required
28 meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANT's business

1 records. Further, DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS
2 Members with a second off-duty meal period in some workdays in which these employees were
3 required by DEFENDANT to work ten (10) hours of work. As a result, PLAINTIFF and other
4 members of the CALIFORNIA CLASS forfeited meal breaks without additional compensation
5 and in accordance with DEFENDANT's strict corporate policy and practice.

6 102. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable
7 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members
8 who were not provided a meal period, in accordance with the applicable Wage Order, one
9 additional hour of compensation at each employee's regular rate of pay for each workday that a
10 meal period was not provided.

11 103. As a proximate result of the aforementioned violations, PLAINTIFF and
12 CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial,
13 and seek all wages earned and due, interest, penalties, expenses and costs of suit.

14 **FIFTH CAUSE OF ACTION**

15 **Failure To Provide Required Rest Periods**

16 **(Cal. Lab. Code §§ 226.7 & 512)**

17 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

18 104. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
19 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
20 Complaint.

21 105. From time to time, PLAINTIFF and other CALIFORNIA CLASS Members were
22 required to work in excess of four (4) hours without being provided ten (10) minute rest periods.
23 Further, these employees were denied their first rest periods of at least ten (10) minutes for some
24 shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10)
25 minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and
26 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more.
27 PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-hour
28 wages *in lieu* thereof. As a result of their rigorous work schedules, PLAINTIFF and other

1 CALIFORNIA CLASS Members were periodically denied their proper rest periods by
2 DEFENDANT and DEFENDANT's managers. In addition, DEFENDANT failed to compensate
3 PLAINTIFF and other CALIFORNIA CLASS Members for their rest periods as required by the
4 applicable Wage Order and Labor Code. As a result, DEFENDANT's failure to provide
5 PLAINTIFF and the CALIFORNIA CLASS Members with all the legally required paid rest
6 periods is evidenced by DEFENDANT's business records.

7 106. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable
8 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members
9 who were not provided a rest period, in accordance with the applicable Wage Order, one
10 additional hour of compensation at each employee's regular rate of pay for each workday that rest
11 period was not provided.

12 107. As a proximate result of the aforementioned violations, PLAINTIFF and
13 CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial,
14 and seek all wages earned and due, interest, penalties, expenses and costs of suit.

15 **SIXTH CAUSE OF ACTION**

16 **Failure To Reimburse Employees for Required Expenses**

17 **(Cal. Lab. Code §§ 2802)**

18 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

19 108. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
20 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
21 Complaint.

22 109. Cal. Lab. Code § 2802 provides, in relevant part, that:

23 An employer shall indemnify his or her employee for all necessary expenditures or
24 losses incurred by the employee in direct consequence of the discharge of his or her
25 duties, or of his or her obedience to the directions of the employer, even though
26 unlawful, unless the employee, at the time of obeying the directions, believed them
27 to be unlawful.

28 110. From time to time during the CLASS PERIOD, DEFENDANT violated Cal. Lab.
Code § 2802, by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS
members for required expenses incurred in the discharge of their job duties for DEFENDANT's

benefit. DEFENDANT failed to reimburse PLAINTIFF and the CALIFORNIA CLASS members for expenses which included, but were not limited to, personal expenses incurred for the use of personal computers and home internet all on behalf of and for the benefit of DEFENDANT. Specifically, PLAINTIFF and other CALIFORNIA CLASS Members were required by DEFENDANT to use of their own computers and home internet to execute their essential job duties on behalf of DEFENDANT. DEFENDANT's uniform policy, practice and procedure was to not reimburse PLAINTIFF and the CALIFORNIA CLASS members for expenses resulting from the use of personal computers and home internet for DEFENDANT within the course and scope of their employment for DEFENDANT. These expenses were necessary to complete their principal job duties. DEFENDANT is estopped by DEFENDANT's conduct to assert any waiver of this expectation. Although these expenses were necessary expenses incurred by PLAINTIFF and the CALIFORNIA CLASS members, DEFENDANT failed to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS members for these expenses as an employer is required to do under the laws and regulations of California.

111. PLAINTIFF therefore demand reimbursement for expenditures or losses incurred by her and the CALIFORNIA CLASS members in the discharge of their job duties for DEFENDANT, or their obedience to the directions of DEFENDANT, with interest at the statutory rate and costs under Cal. Lab. Code § 2802.

SEVENTH CAUSE OF ACTION

Failure To Provide Accurate Itemized Statements

(Cal. Lab. Code § 226)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)

112. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

113. Cal. Labor Code § 226 provides that an employer must furnish employees with an "accurate itemized" statement in writing showing:

a. Gross wages earned,

- b. (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission,
- c. the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
- d. all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item,
- e. net wages earned,
- f. the inclusive dates of the period for which the employee is paid,
- g. the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number of an employee identification number other than social security number may be shown on the itemized statement,
- h. the name and address of the legal entity that is the employer, and
- i. all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

114. When DEFENDANT did not accurately record PLAINTIFF'S and other CALIFORNIA CLASS Members' missed meal and rest breaks, or were paid inaccurate missed meal and rest break premiums, or were not paid for all hours worked, DEFENDANT violated Cal. Lab. Code § 226 in that DEFENDANT failed to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and accurate wage statements which failed to show, among other things, all deductions, the accurate gross wages earned, net wages earned, the total hours worked and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate, and correct rates of pay for penalty payments or missed meal and rest periods.

115. Further, from time to time, DEFENDANTS included Holiday and Vacation hours into the computation of total hours worked for purposes of Cal. Lab. Code § 226(a)(2),

1 notwithstanding the fact that Holiday and Vacation hours are not considered hours worked.
2 DEFENDANTS' inclusion of Holiday and Vacation hours into the total hours worked in itemized
3 wage statements issued to PLAINTIFF and other CALIFORNIA CLASS Members violates Cal.
4 Lab. Code § 226(a)(2).

5 116. In addition to the foregoing, DEFENDANT failed to provide itemized wage
6 statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the
7 requirements of California Labor Code Section 226.

8 117. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code
9 § 226, causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA
10 CLASS. These damages include, but are not limited to, costs expended calculating the correct
11 wages for all missed meal and rest breaks and the amount of employment taxes which were not
12 properly paid to state and federal tax authorities. These damages are difficult to estimate.
13 Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to recover
14 liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the violation
15 occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period
16 pursuant to Cal. Lab. Code § 226, in an amount according to proof at the time of trial (but in no
17 event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective member
18 of the CALIFORNIA CLASS herein).

19 **EIGHTH CAUSE OF ACTION**

20 **Failure To Pay Wages When Due**

21 **(Cal. Lab. Code § 203)**

22 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

23 118. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
24 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
25 Complaint.

26 119. Cal. Lab. Code § 200 provides that:

27 As used in this article:
28

- 1 (d) "Wages" includes all amounts for labor performed by employees of every
2 description, whether the amount is fixed or ascertained by the standard of time,
3 task, piece, Commission basis, or other method of calculation.
4 (e) "Labor" includes labor, work, or service whether rendered or performed under
5 contract, subcontract, partnership, station plan, or other agreement if the to be
6 paid for is performed personally by the person demanding payment.

7 120. Cal. Lab. Code § 201 provides, in relevant part, that "If an employer discharges
8 an employee, the wages earned and unpaid at the time of discharge are due and payable
9 immediately."

10 121. Cal. Lab. Code § 202 provides, in relevant part, that:

11 If an employee not having a written contract for a definite period quits his or her
12 employment, his or her wages shall become due and payable not later than 72 hours
13 thereafter, unless the employee has given 72 hours previous notice of his or her intention
14 to quit, in which case the employee is entitled to his or her wages at the time of quitting.
15 Notwithstanding any other provision of law, an employee who quits without providing a
16 72-hour notice shall be entitled to receive payment by mail if he or she so requests and
17 designates a mailing address. The date of the mailing shall constitute the date of payment
18 for purposes of the requirement to provide payment within 72 hours of the notice of
19 quitting.

20 122. There was no definite term in PLAINTIFF'S or any CALIFORNIA CLASS
21 Members' employment contract.

22 123. Cal. Lab. Code § 203 provides:

23 If an employer willfully fails to pay, without abatement or reduction, in accordance with
24 Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who
25 quits, the wages of the employee shall continue as a penalty from the due date thereof at
26 the same rate until paid or until an action therefor is commenced; but the wages shall not
27 continue for more than 30 days.

28 124. The employment of PLAINTIFF and many CALIFORNIA CLASS Members
terminated, and DEFENDANT has not tendered payment of wages to these employees who
missed meal and rest breaks, as required by law.

125. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself and the
members of the CALIFORNIA CLASS whose employment has, PLAINTIFF demand up to thirty
(30) days of pay as penalty for not paying all wages due at time of termination for all employees
who terminated employment during the CLASS PERIOD and demand an accounting and payment
of all wages due, plus interest and statutory costs as allowed by law.

///

1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFF pray for a judgment against each Defendant, jointly and
3 severally, as follows:

4 1. On behalf of the CALIFORNIA CLASS:

- 5 a. That the Court certify the First Cause of Action asserted by the CALIFORNIA
6 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
7 b. An order temporarily, preliminarily and permanently enjoining and restraining
8 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
9 c. An order requiring DEFENDANT to pay all overtime wages and all sums
10 unlawfully withheld from compensation due to PLAINTIFF and the other members
11 of the CALIFORNIA CLASS; and
12 d. Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund
13 for restitution of the sums incidental to DEFENDANT's violations due to
14 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

15 2. On behalf of the CALIFORNIA CLASS:

- 16 a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth
17 Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant
18 to Cal. Code of Civ. Proc. § 382;
19 b. Compensatory damages, according to proof at trial, including compensatory
20 damages for overtime compensation due to PLAINTIFF and the other members of
21 the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest
22 thereon at the statutory rate;
23 c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
24 the applicable IWC Wage Order;
25 d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
26 which a violation occurs and one hundred dollars (\$100) per each member of the
27 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding
28 an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for

violation of Cal. Lab. Code § 226

e. The wages of all terminated employees from the CALIFORNIA CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.

f. The amount of the expenses PLAINTIFF and each member of the CALIFORNIA CLASS incurred in the course of their job duties, plus interest, and costs of suit.

3. On all claims:

a. An award of interest, including prejudgment interest at the legal rate;

b. Such other and further relief as the Court deems just and equitable; and

c. An award of penalties, attorneys' fees, and costs of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code § 218.5, § 226, and/or § 1194.

DATED: August 11, 2022

ZAKAY LAW GROUP, APLC

By: 
Shani O. Zakay
Attorney for PLAINTIFF

DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

DATED: August 11, 2022

ZAKAY LAW GROUP, APLC

By: 
Shani O. Zakay
Attorney for PLAINTIFF

EXHIBIT 3

EXHIBIT 4

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291

FIRM RESUME

Areas of Practice: Employee Class Actions, Wage and Hour Class Actions, Civil Litigation, and Unlawful Housing Practices.

ATTORNEY BIOGRAPHIES

Jean-Claude Lapuyade, Esq.
California Bar Number 248676
Founding Partner

Biography:

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of \$200 million in monetary awards for his clients.

Mr. Lapuyade served as co-editor of the Insurance Column for Consumer Attorneys of San Diego from 2011 to 2014. As editor, Mr. Lapuyade was responsible for publishing monthly articles in the Trial Bar News periodical analyzing complex insurance coverage issues. Mr. Lapuyade is a four-time recipient of the Super Lawyers Rising Star by Thomson Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to 5 percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California
- U.S. District Court Central District of California
- U.S. District Court Eastern District of California
- U.S. District Court Northern District of California

Professional Associations:

- California Employment Lawyers Association, 2007 to Present
- Consumer Attorneys of San Diego, 2007 to 2020
- American Bar Association, Section of Litigation, Member, 2007 to 2020
- American Bar Association, Labor & Employment Section, Member, 2007 to 2020
- American Bar Association, Tort, Trial & Insurance Section, Member, 2007 to 2020
- California Bar Association, Labor & Employment Section, Member, 2007 to Present
- California Bar Association, Litigation Section, Member, 2007 to Present

Education:

- **California Western School of Law**
 - J.D. - 2006
 - Honors: Deans Merit Scholarship, California Western School of Law 2005 - 2006
- **University of Arizona**
 - B.A. - 2001
 - Major: History

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2015 – 2018
- Super Lawyers 2025 - 2026
- Distinguished Advocate Award for Outstanding Oral Advocacy, 2005 – 2006

Perssia Razma, Esq.
California Bar Number 351398
Associate Attorney

Biography:

Ms. Razma is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Razma's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Perssia was born and raised in Los Angeles, California. She earned a Bachelor of Arts in 2020 at San Diego State University in Psychology. In 2023, Perssia earned her Juris Doctor from the University of San Diego School of Law.

Education:

- **University of San Diego School of Law**
 - J.D. - 2023
- **San Diego State University**
 - B.A. – 2020
 - Major: Psychology

Sydney Castillo-Johnson, Esq.
California Bar Number 343881
Associate Attorney

Biography:

Ms. Castillo-Johnson is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Castillo-Johnson's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Castillo-Johnson volunteered her time at California Western School of Law first as a student intern and later as a student manager with the Community Law Project which offers legal services to the low-income community of San Diego.

Education:

- **California Western School of Law**
 - J.D.- 2022
 - Honors:
 - Dean's Honor List: Spring 2021, Fall 2021
 - Public Service Honor Society Fall 2021
 - 3L Academic Merit Scholarship
 - Dean's Diversity, Service, and Leadership Scholarship
 - Activities: Community Law Project Student Manager
- **Azusa Pacific University**
 - B.A. – 2018
 - Major: Criminal Justice

JCL Law Firm, APC - REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521 (2017).
- *Duran v. Employbridge Holding Co.*, 92 Cal.App.5th 59 (2023).

EXAMPLES OF THE JCL LAW FIRM'S REPRESENTATIVE CLASS ACTION & REPRESENTATIVE CASES

- *Ware v. Shake Shack Enterprises, LLC*, Alameda Superior Court Case No. 21CV002063 (October 19, 2023) Hon. Brad Seligman approved a \$1,330,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Trinh v. Precision Metal Products, Inc., et al.*, San Diego Superior Court Case No. 37-2022-00000965-CU-OE-CTL (October 16, 2023) Hon. Matthew C. Braner approved a \$450,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off the clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Anderson v. Barton Myers Associates, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV43314 (October 12, 2023) Hon. Elihu M. Berl approved a \$900,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *DeSanctis v. Douglas Products and Packaging Company, LLC*, Contra Costa Superior Court Case No. C21-01874 (October 11, 2023) Hon. Charles S. Treat approved a \$372,500.00 class action and PAGA action settlement for, *inter alia*, failure to pay for all hours worked. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Jackson v. White Fir, LLC, et al.*, Sacramento Superior Court Case No. 34-2021-00301656 (October 6, 2023) Hon. Lauri A. Damrell approved a \$750,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Kneisly v. SR Machining, Inc., et al.*, Riverside Superior Court Case No. CVRI2201491 (October 5, 2023) Hon. Harold W. Hopp approved a \$220,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Mendez v. Bondz, Inc., et al.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0007486 (September 14, 2023) Hon. George J. Abdallah, Jr. approved a \$180,000.00 class action and PAGA action settlement for, *inter alia*, failure to comply with piece-rate laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Baray v. Curation Foods, Inc., et al.*, Santa Barbara Superior Court Case No. 21CV02834 (August 29, 2023) Hon. James F. Rigali approved a \$495,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez, et al. v. Ferma Greenbox, Inc., et al.*, Alameda Superior Court Case No. RG21101104 (August 23, 2023) Hon. Evelio Grillo approved a \$200,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *O'Quinn v. Laugh Factory, Inc.*, Los Angeles Superior Court Case No. 19STCV28155 (August 1, 2023) Hon. Carolyn B. Kuhl approved a \$144,000.00 class action and PAGA action settlement for, *inter alia*, unlawful tip pooling. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Toler v. Total Testing Solutions, LLC*, Los Angeles Superior Court Case No. 21STCV38452 (July 27, 2023) Hon. Elihu M. Berle approved a \$160,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez v. EAH, Inc.*, Santa Cruz Superior Court Case No. 21CV00884 (July 25, 2023) Hon. Marjorie Carter approved a \$1,450,000.00 class action and PAGA action settlement for, *inter alia*, failure to compensate overtime and redeemed sick pay at the regular rate of pay. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Neutall v. Urban Alchemy*, San Francisco Superior Court Case No. CGC-20-588622 (July 13, 2023) Hon. Richard B. Ulmer approved a \$980,000.00 class action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel.
- *Rodriguez v. RM Parks Place, Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2021-6050 (June 7, 2023) Hon. Erin Guy Castillo approved a \$175,000.00 class action and PAGA action settlement for, *inter*

alia, wage statement violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.

- *Chrestensen v. Northeastern Rural Health Clinics* Lassen, Superior Court Case No. 63703 (April 13, 2023) Hon. Leonard J. La Casse approved a \$270,000.00 class action and PAGA action settlement for, *inter alia*, unpaid overtime wages. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Hernandez, et al. v. Parenting Network, Inc.*, Tulare Superior Court Case No. VCU287027 (March 14, 2023) Hon. Bret Hilman approved a \$225,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Sarmiento v. Caduceus Healthcare Inc.*, San Diego Superior Court Case No. 37-2021-00002597 (March 10, 2023) Hon. Richard S. Whitney approved a \$315,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a \$300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.*, Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a \$585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.*, Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a \$250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC*, San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a \$160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.
- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage

statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)

- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.
- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval

for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)

- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);
- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);

EXHIBIT 5



Quotation Request:
 Esbeidy Campos
 JCL Law Firm, A.P.C.
 ecampos@jcl-lawfirm.com
 888.498.6999

Case Name: Rodriguez v. Shaxon Industries, Inc.
Date: Friday, May 16, 2025
RFP Number: 12570006

Prepared By:
 Sean Hartranft
 Apex Class Action LLC
 Sean@apexclassaction.com
 949.878.3676

Settlement Specifications	
Estimated Class Size:	132
Certified Language Translation:	Yes
Static Settlement Website	No
Percentage of Undeliverable Mail	15%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	1	\$125.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$425.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	132	\$198.00
USPS First Class Postage	Per Piece	\$0.78	132	\$102.96
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	20	\$39.60
Receive and Process Undeliverable Mail	Per Hour	\$75.00	1	\$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	1	\$75.00
NCOA Address Update (USPS)	Static Rate	\$45.00	1	\$45.00
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	\$1,200.00
Sub Total:				\$1,855.56

Project Management				
Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$620.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$52.08	1	\$52.08
Settlement Status Reports	Static Rate	\$750.00	1	Waived
			Sub Total:	\$52.08

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	2	\$240.00
Account Management and Reconciliation	Per Hour	\$140.00	2	\$280.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.50	132	\$198.00
USPS First Class Postage	Per Piece	\$0.78	132	\$102.96
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.00	13	\$26.40
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	4	\$400.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$500.00	1	\$500.00
			Sub Total:	\$2,997.36

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	1	\$135.00
Project Management Reconciliation	Per Hour	\$100.00	1	\$100.00
Declarations	Per Hour	\$120.00	2	\$240.00
			Sub Total:	\$475.00

WILL NOT EXCEED:				\$6,425.00
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Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's reworking, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.