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Attorneys for Plaintiff MICHAEL HARRINGTON

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF ALAMEDA**

MICHAEL HARRINGTON, an individual, in  
his representative capacity on behalf of the  
State of California and fellow Aggrieved  
Employees,

Plaintiff,

vs.

GENESIS PRIVATE SECURITY, INC., (fka  
ATLAS PRIVATE SECURITY, INC.), a  
California Corporation; ATLAS PRIVATE  
SECURITY, INC., a California Corporation;  
and DOES 1-50, Inclusive;

Defendants.

Case No. RG21105476

**DECLARATION OF JEAN-CLAUDE  
LAPUYADE, ESQ. IN SUPPORT OF  
PLAINTIFF'S MOTION TO APPROVE  
PAGA SETTLEMENT**

Hearing Date: September 15, 2023  
Hearing Time: 9:00 A.M.

Judge: Hon. Grillo  
Dept.: 21

Reservation ID: 154134417178

1 I, JEAN-CLAUDE LAPUYADE, declare as follows:

2 1. I am the managing partner of the law firm of JCL Law Firm, APC, co-lead counsel of  
3 record for Plaintiff MICHAEL HARRINGTON (“Plaintiff”) in this matter. As such, I am fully familiar  
4 with the facts, pleadings and history of the matter. The following facts are within my own personal  
5 knowledge, and if called as a witness, I could testify competently to the matters stated herein.

6 2. This declaration is being submitted in support of the Motion for Approval of PAGA  
7 Settlement with Defendants GENESIS PRIVATE SECURITY, INC., (*fka* ATLAS PRIVATE  
8 SECURITY, INC.) and ATLAS PRIVATE SECURITY, INC. (“Defendants”).

9 3. A true and correct copy of the fully executed PAGA Settlement Agreement  
10 (“Agreement”) is attached hereto as Exhibit #1.

11 4. A true and correct copy of Plaintiff’s May 10, 2021, PAGA Notice is attached hereto as  
12 Exhibit #2.

13 5. A true and correct copy of the August 22, 2023, proof of filing of Motion for Approval  
14 of PAGA Settlement, is attached hereto as Exhibit #3.

15 6. A true and correct copy of the JCL Law Firm, APC, “Time and Billing Journal” as of  
16 August 17, 2023, is attached hereto as Exhibit #4.

17 7. A true and correct copy of the JCL Law Firm, APC, “Transaction Summary” as of August  
18 17, 2023, is attached hereto as Exhibit #5.

19 8. A true and correct copy of the JCL Law Firm, APC, Firm Resume is attached hereto as  
20 Exhibit #6.

## 21 INTRODUCTION

22 9. An objective evaluation of the proposed Settlement confirms that the relief negotiated on  
23 behalf of the Aggrieved Employees and the LWDA is fair and reasonable. The Settlement is a product  
24 of informed, adversarial, and non-collusive and mediated negotiations between experienced counsel.  
25 The proposed Settlement satisfies all criteria for PAGA settlement approval. Accordingly, Plaintiff’s  
26 Counsel respectfully request this Court grant approval of the Agreement. Plaintiff’s Counsel’s  
27 Qualifications are set forth in the attached Resume attached hereto as Exhibit #6.

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11. The 65-day “waiting period” on Plaintiff’s right to file a civil action under PAGA, *see* Cal. Lab. Code § 2699.3(a)(2)(A), lapsed without the LWDA notifying Plaintiff that they intended to investigate the claims in the PAGA Notice. To date, the LWDA still has not advised Plaintiff of any intent to take action with respect to the claims in the PAGA Notice.

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1           13. On February 14, 2022, the Parties attended a full-day mediation with experienced wage  
2 and hour class and PAGA action mediator Lynn Frank, Esq. In advance of the mediation, Defendants  
3 provided Plaintiff with sufficient information to properly evaluate Defendants' liability exposure for  
4 civil penalties to the Aggrieved Employees. Among the data and documents Defendants produced  
5 included, but was not limited to, the total number Aggrieved Employees, pay periods, written wage and  
6 hour policies, employee handbooks, and a sample of all time and payroll records for the Aggrieved  
7 Employees.

8           14. At the conclusion of the mediation, and with the assistance of the mediator, the Parties  
9 reached a settlement. The Parties subsequently executed a binding and enforceable Memorandum of  
10 Understanding ("MOU"). After reaching an agreement in the principle, the Parties drafted and  
11 negotiated a long-form Settlement which is the subject of the instant motion. The Settlement was  
12 negotiated in light of all known facts and circumstances and the uncertainty associated with litigation –  
13 including the risk of Plaintiff not being able to maintain representative claims and establishing  
14 manageability, the difficulty of proving Plaintiff's claims in a manageable trial, the merits of  
15 Defendants' potential defenses, and the significant delay and potential appellate issues inherent to  
16 litigation – and was reached after extensive arm's length negotiations, with the assistance of mediator.

17           15. The Settlement is intended to fully and finally resolve the Released PAGA Claims  
18 asserted by Plaintiff on behalf of the Aggrieved Employees and State of California. This is only a  
19 settlement of the PAGA claims for civil penalties and is not a class settlement and does not release the  
20 individual claims, if any, of the Aggrieved Employees. This Settlement does not release any claim that  
21 is not a PAGA claim. Nor does this Settlement waive Defendants' right to assert *res judicata* or other  
22 available defense to any asserted claim or lawsuit.

23           16. Pursuant to California Labor Code Section 2699(1), Plaintiff is providing a copy of the  
24 Settlement Agreement and this motion to the LWDA concurrently with the filing of the instant motion  
25 for settlement approval as set forth in the accompanying proof of service. Additionally, Plaintiff will  
26 submit to the LWDA a copy of the Court's judgment and order approving the Settlement Agreement  
27 within ten (10) days after entry of judgment or order.

28       ///

1                                   **THE SETTLEMENT IS FAIR AND REASONABLE**

2           17.    The Gross Settlement Amount of \$1,475,000.00 is fair and reasonable and, therefore,  
3 should be approved.

4           18.    Here, *without stacking* the PAGA penalties, Defendants' *maximum* liability exposure is  
5 estimated at approximately \$3,542,000 in PAGA penalties. If derivative penalties are included (or  
6 "stacked"), Defendants' maximum liability exposure is estimated at approximately \$5,742,000. The  
7 Gross Settlement Amount is approximately 41.6% of Defendants' potential unstacked PAGA exposure,  
8 and 25.6% of Defendants' potential stacked PAGA exposure. The Gross Settlement Amount compares  
9 favorably to the likely recovery of PAGA penalties through continued litigation.

10          19.    Plaintiff's consultant estimated Defendants' exposure as follows:

11

| Claim                                                                                                | Penalty Amount | Number of Pay Periods w/ Violation | Violation Rate           | Total Penalties |
|------------------------------------------------------------------------------------------------------|----------------|------------------------------------|--------------------------|-----------------|
| <b><i>Meal Period Violations</i></b><br>Cal. Labor Code §§ 226.7 and 512                             | \$50           | 7,920                              | 36% of PAGA Pay Periods  | \$396,000       |
| <b><i>Rest Period Violations</i></b><br>Cal. Labor Code §§ 226.7 and 512                             | \$50           | 7,920                              | 36% of PAGA Pay Periods  | \$396,000       |
| <b><i>Unpaid Wages</i></b><br>Cal. Labor Code §§ 201, 202, 203, 204, 1194, 1197, 1997.1 1198 and 558 | \$100          | 22,000                             | 100% of PAGA Pay Periods | \$2,200,000     |
| <b><i>Business Reimbursement Violations</i></b><br>Cal. Labor Code § 2802                            | \$100          | 5,500                              | 25% of PAGA Pay Periods  | \$550,000       |
| <b><i>Derivative Wage Statement Violations</i></b><br>Cal. Labor Code § 226(a)                       | \$100          | 22,000                             | 100% of PAGA Pay Periods | \$2,200,000     |

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23

24          20.    Plaintiff alleged that Defendants unlawfully required all non-exempt security guards,  
25 including Plaintiff, to remain at their post and on-call or on-duty during their 10-minute rest breaks.

26          21.    Here, Defendants maintained a written on-duty meal period policy that stated that there  
27 are some positions/sites that prevent an employee from being relieved for a meal break. Plaintiff  
28 alleged that off-duty rest periods could not be provided under the same circumstances that required on-

1 duty meal periods. Plaintiff was also unable to find any evidence of an attempt by Defendants to apply  
2 to the Department of Industrial Relations for an exemption from the provision of the Industrial Welfare  
3 Commission requiring off-duty breaks. Defendants argued that its written policies encouraged rest  
4 breaks and moreover, that it adopted new policies related to rest and meal breaks in 2021, about one  
5 year into the PAGA Period. Defendants also argued that Plaintiff's rest break claim would have mainly  
6 relied on the testimony of Aggrieved Employees, making it a riskier claim.

7 22. Establishing liability likely would have entailed competing testimony stating either rest  
8 breaks were taken, or rest breaks were voluntarily waived. *See, e.g., Ordonez v. Radio Shack, Inc.* (C.D.  
9 Cal. Jan. 17, 2013) 2013 WL 210223, at \*11 ("Because of the competing testimony before the Court,  
10 plaintiff's evidence that defendant may have an illegal, written rest break policy is insufficient for this  
11 Court to find that common issues predominate."); *Villa v. United Site Servs. of California, Inc.* (N.D.  
12 Cal. Nov. 13, 2012) 2012 WL 5503550, at \*8 ("Indeed, Plaintiff's own evidence confirms that the  
13 written policy does not generate uniform practices.").

14 23. Taking into account the new policies implemented in 2021, Plaintiff estimates that his  
15 claim for rest period violations was potentially worth approximately \$396,000. This was calculated by  
16 multiplying 36% of the number of total pay periods by a violation rate of \$50. The 36% violation rate  
17 reflects Defendants' argument that it implemented revised, compliant meal and rest break policies  
18 approximately one year into the 33-month PAGA Period.

19 24. The \$50 penalty rate was used for a number of reasons in this instance. First, Defendants  
20 argued that increased civil penalties for subsequent violations do not apply unless the plaintiff can  
21 present evidence that the Labor Commission or a court notified the employer that it was in violation of  
22 the Labor Code. *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1209 ["Until the employer  
23 has been notified that it is violating a Labor Code provision ... the employer cannot be presumed to be  
24 aware that its continuing underpayment of employees is a 'violation' subject to penalties."].) Separately,  
25 Defendants also argued that courts have considerable discretion to reduce the penalty  
26 awards under PAGA. *See, e.g. Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504 (reducing the  
27 maximum PAGA penalty amount by 90%, at \$5 per pay period). Accordingly, it is unlikely that  
28 Plaintiff would recover full penalty amounts even if they prevailed in establishing the underlying Labor

1 Code violations. Pursuant to California Labor Code section 558(a)(1), an employer is subject to a  
2 penalty of \$50 for violations of a Labor Code section regulating hours and days of work, including meal  
3 period and rest period violations. Thus, because section 558(a)(1) specifically provides for a civil  
4 penalty, Plaintiff used a \$50 penalty per violation for the meal and rest break claims.

5 25. Plaintiff also alleges that Defendants unlawfully required blanket on-duty meal break  
6 waivers in advance from non-exempt security guards, regardless of the working conditions at particular  
7 sites. Defendants argued that it adopted new, compliant policies related to rest and meal breaks in 2021,  
8 about one year into the PAGA Period.

9 26. Plaintiff's expert estimated the damages for Plaintiff's meal break claim at \$396,000.  
10 This number was calculated by multiplying a 36% violation rate of the number of total pay periods by  
11 a violation rate of \$50. The 36% violation rate and \$50 penalty rate were used for the same reasons as  
12 stated in paragraph 24, above.

13 27. Plaintiff alleged unpaid minimum wages based on two separate theories: First, Plaintiff  
14 alleged that Defendants required employees to undergo mandatory COVID screenings including a  
15 temperature check and completing a questionnaire before being allowed to clock in for their shifts.  
16 Accordingly, employees were not compensated for this time, even though this time was spent at  
17 Defendants' direction and under Defendants' control. Such practice runs afoul of California law  
18 requiring employees to be compensated for all time spent under an employer's control.

19 28. Second, Plaintiff alleged that Defendants failed to properly record and maintain records  
20 of the actual hours worked by their employees. Specifically, the records provided by Defendant show  
21 a rounded total of either eight or ten hours worked per employee per day. Plaintiff alleged that  
22 Defendants not only rounded time, but failed to maintain any records of the actual time worked by  
23 employees. Accordingly, Plaintiff contended that Defendants "rounding" practice is neither fair nor  
24 neutral because Plaintiff and Aggrieved Employees forfeited compensation for all hours worked,  
25 resulting in a direct benefit to Defendant. Defendants argued that the Aggrieved Employees were tasked  
26 with including the accurate number of hours worked on their own timesheets, thus Defendants did not  
27 employ a rounding system, and to the extent time was in fact rounded, this was done so by the employees  
28 themselves.

1           29. Plaintiff's expert estimated that Defendants' total exposure for this claim was  
2 approximately \$2,200,000 in penalties. This was calculated by assuming that each of the 22,000 pay  
3 periods worked in total during the PAGA Period by the Aggrieved Employees included at least one  
4 instance in which the Aggrieved Employee was not paid minimum wage.

5           30. Plaintiff alleged that Defendants required Plaintiff and the Aggrieved Employees to  
6 maintain uniforms that are neat, clean, and wrinkle free. In order to do so, Plaintiff and the Aggrieved  
7 Employees were required to incur additional expenses to maintain the uniforms for which they were  
8 not reimbursed or compensated. Defendants denied any liability for this claim. Defendants argued that  
9 on the rare occasions where employees did incur business expenses, these expenses were fully  
10 reimbursed.

11           31. Plaintiff's expert estimated that Defendants' total exposure for this claim was  
12 approximately \$550,000 in penalties. This was calculated by multiplying 25% by the total number of  
13 pay periods by a violation rate of \$100 per pay period. Plaintiff used a 25% violation rate for this claim  
14 to reflect its belief that Aggrieved Employees incurred expenses to clean and maintain their uniforms  
15 approximately once per month.

16           32. Plaintiff alleged that Defendants failed to provide accurate itemized wage statements that  
17 include all items required by Labor Code § 226(a)(1-9). As a result of the failure to pay employees for  
18 all time worked, and failure to pay for all premiums owed, the wage statements issued by Defendants  
19 do not indicate the correct number of hours worked, the amount of gross wages earned, or net wages  
20 earned during each pay period. Plaintiff's expert estimated that Defendant could be liable for  
21 \$2,200,000 in *derivative* PAGA penalties as a result of these violations.

22           33. Defendants' maximum exposure to PAGA penalties is not a realistic outcome of the  
23 litigation because it fails to account for the risks of continued litigation including, but not limited to,  
24 Defendants' defenses. Here, Defendants argued that it can only be assessed civil penalties for actual  
25 violations of the Labor Code. *See* Lab. Code § 2699(f)(2). In other words, to recover any civil penalties,  
26 Plaintiff would be required to prove the underlying Labor Code violations. (*Cardenas v. McLane*  
27 *Foodservice, Inc.*, 2011 U.S. Dist. LEXIS 13126, \*10 (C.D. Cal. 2011) ["Given the statutory language  
28 [of PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven

1 suffered a violation of the Labor Code by the defendant.”].) To do this, Plaintiff would need to prove  
2 each Aggrieved Employee was subject to the alleged Labor Code violation.

3 34. Defendants contended that Plaintiff would be required to “prove Labor Code violations  
4 with respect to each and every individual on whose behalf plaintiff seeks to recover civil penalties under  
5 PAGA.” *Hibbs-Rines v. Seagate Technologies*, 2009 WL 513496, \*4 (N.D. Cal. Mar. 2, 2009). When  
6 “determining whether the employer committed Labor Code violations with respect to each employee”  
7 is impractical, the PAGA action can be dismissed. *Wesson v. Staples the Off. Superstore*, 2021 WL  
8 4099059, \*11 (Cal. Ct. App. Sept. 9, 2021).

9 35. Second, Defendants contended that PAGA actions with numerous employees, many  
10 locations, and different types of employees are not manageable and may be dismissed on that basis. *See*,  
11 *Wesson v. Staples the Office Superstore*, (2021) 68 Cal.App.5th 746 (holding that courts can dismiss  
12 PAGA claims if significant variation exists among aggrieved employees, who have unique factual  
13 situations) *see also*, *Ortiz v. CVS Caremark Corp.* (N.D. Cal. 2014) 2014 U.S. Dist. LEXIS 36833  
14 (dismissing PAGA claim as unmanageable because “a multitude of individualized assessments would  
15 be necessary”); *Lifty v. Merrill Lynch & Co.* (C.D. Cal. 2014) 2014 U.S. Dist. LEXIS 160448 (striking  
16 PAGA claim as unmanageable because “individualized issues predominate in this action” and a  
17 “multitude of individualized assessments would be necessary”); *Amiri v. Cox Communs. Cal., LLC*  
18 (C.D. Cal.) 272 F.Supp.3d 1187, 1194 (striking PAGA claim as unmanageable).

19 36. Here, with nearly 1,000 Aggrieved Employees working at different locations and in  
20 different types of jobs, Defendants asserted that Plaintiff’s theories were unmanageable. *Cf. Estrada v.*  
21 *Royalty Carpet Mills, Inc.*, (Cal.App. 4th Dist. March 30, 2022) (disagreeing with *Wesson* and creating  
22 a split among the Courts of Appeal on whether manageability is a prerequisite to bringing a PAGA  
23 claim).

24 37. Third, a ballot initiative to eliminate PAGA has qualified for the 2024 ballot.  
25 See [https://news.ballotpedia.org/2022/07/26/california-ballot-initiative-to-repeal-paga-qualifies-for-](https://news.ballotpedia.org/2022/07/26/california-ballot-initiative-to-repeal-paga-qualifies-for-2024-ballot/)  
26 [2024-ballot/](https://news.ballotpedia.org/2022/07/26/california-ballot-initiative-to-repeal-paga-qualifies-for-2024-ballot/). If this initiative passes, it will effectively repeal PAGA by taking away the ability to pursue  
27 civil penalties via a representative action. Plaintiff views this initiative as a significant additional risk  
28

1 due to the potential limitation on their ability to recover penalties against Defendants should litigation  
2 continue.

3 38. Finally, the maximum penalty figure does not consider that Courts have complete  
4 discretion to “award a lesser amount than the maximum civil penalty amount specified [by PAGA] if,  
5 based on the facts and circumstances of the particular case, to do otherwise would result in an award  
6 that is unjust, arbitrary and oppressive, or confiscatory.” (Cal. Lab. Code § 2699(e)(2)).

7 39. The gross amount obtained by Plaintiff’s Counsel is reasonable in light Defendants’  
8 arguments. Further, the adverse decision in *Wesson* poses very significant, and even fatal, risk to  
9 Plaintiff’s case.

10 40. Given Defendants’ defenses to the claimed Labor Code violations at issue, and the risks  
11 and costs of continued litigation, Plaintiff and Plaintiff’s Counsel believe that the Gross Settlement  
12 Amount is fair and reasonable. This settlement was negotiated by experienced counsel at arm’s length.

13 41. The LWDA has been provided notice of this motion and the PAGA settlement, and the  
14 decision of LWDA to accept the PAGA settlement and not oppose the motion should be given  
15 considerable weight. Moreover, the LWDA is a sophisticated government entity that can assert and  
16 protect its own rights.

17 **THE ATTORNEYS’ FEES AND EXPENSES FAIR AND REASONABLE**

18 42. The requested Attorneys’ Fee of \$491,666.66 and reimbursement of Attorneys’ Expenses  
19 of up to \$20,000.00 is fair, reasonable, and justified by the result achieved.

20 43. Plaintiff’s Counsel negotiated a recovery of \$1,475,000.00, and this result justifies the  
21 requested fees equal to one third of this recovery. This percentage is the standard contingent recovery  
22 percentage of one-third, and this percentage is what was expressly approved by the Supreme Court in  
23 *Laffitte v. Robert Half Int’l Inc.*, 1 Cal.5th 480, 504, (2016). At the time this case was brought, the result  
24 was far from certain. Defendants’ defenses to the merits of the case created difficulties with proof and  
25 complex legal issues for Plaintiff’s Counsel to overcome. Here, several defenses asserted by Defendants  
26 present serious threats to the claims of Plaintiff and the Aggrieved Employees. While Plaintiff believes  
27 that these defenses could be overcome, Defendants maintain that these defenses have merit and  
28 therefore present a serious risk to recovery. The Settlement was possible because, in Plaintiff’s

1 Counsels' eyes, Plaintiff's Counsel was able to persuade Defendants that there was an appreciable risk  
2 that Plaintiff would prevail on the factual and legal issues underlying liability and overcome difficulties  
3 in proof as to monetary relief.

4 44. Attached hereto as Exhibit #4 is a true and correct copy of the JCL Law Firm, APC, Time  
5 and Billing Journal as of August 17, 2023. The time and billing journal includes time for Managing  
6 Attorney Jean-Claude Lapuyade, Esq., Associate Attorney Sydney Castillo-Johnson, Sr. Associate  
7 Attorney Monnett De La Torre, Esq., and, staff paralegals Tesla Stone and Maria Watters. To the best  
8 of my knowledge, each entry was made contemporaneously and in the ordinary and usual course of  
9 business. The attached Billing Journal shows that the JCL Law Firm, APC billed a total of 391.18 hours  
10 for a total of \$193,069.17 successfully litigating this action at rates of \$150 - \$175 (paralegal), \$300  
11 (Associate Attorney), \$500 (Sr. Associate) and \$550 (Managing Attorney).

12 45. The JCL Law Firm's rates are comparable to those judicially approved for other  
13 plaintiff's firms, such as Baron & Budd (rates ranging from \$775 for the requested partner to \$390-  
14 \$630 for non-partners), Western Comden Casselman & Essensten (rates ranging from \$670-\$750 for  
15 partners and \$300-\$500 for associates), and Blood Hurst & Rearden (\$510-\$6N95 for partners). See  
16 Aarons v. BMW of North America, No. 11-7667-PSG, 2014 U.S. Dist. LEXIS 118442, \*40-41 (C.D.  
17 Cal. Apr. 29, 2014). Other Southern California courts have approved hourly rates in the requested range.  
18 See e.g., *Kearney v. Hyundai Motor Am.*, 2013 U.S. Dist. LEXIS 91636, \*24 (C.D. Cal. June 28, 2013)  
19 (approving hourly rates of \$650 -\$800 for senior attorneys in consumer class action); *Parkinson v.*  
20 *Hyundai Motor America*, 796 F.Supp.2d 1160, 1172 (C.D. Cal. 2010)(approving hourly rates between  
21 \$445 and \$675); *Faigman v. AT&T Mobility, LLC*, 2011 U.S. Dist. LEXIS 15825, \*2 (N.D. Cal. Feb.  
22 15, 2011)(Approving hourly rates of \$650 an hour for partners and \$500 for associates); *Richard v.*  
23 *Ameri-Force Mgmt. Servs., Inc.*, No 37-2008-00096019 (San Diego Superior Court, August 27,  
24 2010)(\$695 to \$750 an hour for partners and \$495 for associates); *Barrera v. Gamestop*, No. CV 09-  
25 1399 (C.D. Cal. Nov. 29, 2010)(\$700 for partners and \$475 for associates); *Anderson v. Nextel Retail*  
26 *Stores, LLC*, No. CV 07-4480 (C.D. Cal. June 20, 2010)(\$655- \$750 for partners and \$300 – 515 for  
27 associates); *Luquetta v. Regents of Cal.*, CGC-05-443007 (San Francisco Sup. Ct.) (approving 2012  
28 partner rates between \$550 and \$850 per hour); and *Holoway v. Best Buy Co.*, C-05-5056-PJH

(MEJ)(N.D. Cal.)(approving 2011 partner rates between \$825 and \$700, and associates hourly rates between \$355 and \$405 an hour).

46. Moreover, JCL Law Firm, APC's billing rates have been approved multiple times within the last twelve months by California Superior Court judges. (See Exhibit #6.)

47. Additionally, the attorneys and staff at co-counsel the Zakay Law Group, APLC ("ZLG"), billed \$109,501.50 for 209 hours successfully litigating this action. A true and accurate copy of the ZLG time and billing entries is attached to the Declaration of Shani O. Zakay, Esq. filed concurrently herewith.

48. Collectively, Plaintiff's Counsel spent a total of 600.18 hours successfully litigating this matter for a total combined loadstar of \$302,570.67. Thus, the Attorneys' Fee request is equal to Class Counsel's loadstar with a modest 1.6 multiplier.

49. Class Counsel's loadstar is summarized by firm below:

| <u>FIRM</u>       | <u>Hours</u> | <u>Total</u> |
|-------------------|--------------|--------------|
| JCL Law Firm, APC | 391.18       | \$193,069.17 |
| ZLG               | 209          | \$109,501.50 |
| Total             | 600.18       | \$302,570.67 |

#### **THE ATTORNEYS' EXPENSES SHOULD BE APPROVED**

50. Prior to incurring costs for filing of this motion, PAGA Counsel collectively expended \$12,510.70 prosecuting this action (JCL Law Firm, APC - \$6,982.42 and Zakay Law Group, APLC - \$5,528.28).

///

51. Plaintiff's Counsel's out-of-pocket expenses are the types of expenses normally charged to paying clients including the following: filing fees; copying; postage; factual and legal research charges; mediation fees; and expert costs, which were all incurred during, and were necessary for the successful prosecution of, the litigation and, therefore, should be reimbursed.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 22nd day of August 2023, at San Diego, California.

**JCL LAW FIRM, APC**

By: Jean-Claude Lapuyade, Esq.

# **EXHIBIT 1**

**JCL LAW FIRM, APC**

Jean-Claude Lapuyade (State Bar #248676)  
Sydney Castillo-Johnson (State Bar #343881)  
Monnett De La Torre (State Bar #272884)  
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF ALAMEDA**

MICHAEL HARRINGTON, an individual, in  
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GENESIS PRIVATE SECURITY, INC. (fka  
ATLAS PRIVATE SECURITY, INC.), a  
California Corporation; ATLAS PRIVATE  
SECURITY, INC., a California Corporation;  
and DOES 1-50, Inclusive,

Defendants.

Case No. RG21105476

[Action Filed 07/16/2021]

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

Judge:  
Dept.:

Hon. Evelio Grillo  
21

1 This Stipulation of Settlement of PAGA Action and Release of PAGA Claims is entered into  
2 by and between plaintiff MICHAEL HARRINGTON (hereinafter “Plaintiff”), in his representative  
3 capacity on behalf of the State of California and fellow Aggrieved Employees, and defendants  
4 Genesis Private Security, Inc. and Atlas Private Security, Inc. (hereinafter “Defendant” or  
5 “Defendants”):

6 **I. DEFINITIONS**

- 7 A. “Action” shall mean the case of *Harrington v. Genesis Private Security, Inc., f.k.a.*  
8 *Atlas Private Security, Inc.*, filed on July 16, 2021, in Alameda Superior Court, Case  
9 No. RG21105476.  
10  
11 B. “Aggrieved Employees” shall mean all current and former non-exempt employees  
12 employed by Defendant in California during the PAGA Period.  
13  
14 C. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of  
15 PAGA Action and Release of PAGA Claims.  
16  
17 D. “Court” means the Superior Court for the State of California, County of Alameda  
18 presiding over the Action.  
19  
20 E. “Defendants” shall mean Genesis Private Security, Inc. and Atlas Private Security,  
21 Inc.  
22  
23 F. “Effective Date” means the date upon which the Court enters the order approving the  
24 settlement of the PAGA penalties as described in this Agreement.  
25  
26 G. “Employee Data” means information regarding the Aggrieved Employees that  
27 Defendants will in good faith compile from its records and provide to the Settlement  
28 Administrator. It shall be formatted in the manner requested by the Settlement

1 Administrator and shall include sufficient information to effectuate this settlement,  
2 including but not limited to: each Aggrieved Employee's full name; last known  
3 address; Social Security Number; and the number of Pay Periods worked during the  
4 PAGA Period.  
5

6 H. "Funding Date" shall mean the date on which the Gross Settlement Amount is funded  
7 in full by Defendants in accordance with paragraph III(I) hereinbelow.  
8

9 I. "Gross Settlement Amount" means One Million Four Hundred Seventy-Five  
10 Thousand Dollars and Zero Cents (\$1,475,000.00), which Defendants shall pay into  
11 the QSF in connection with this Settlement, inclusive of the LWDA Payment,  
12 Aggrieved Employee Payment, Plaintiff's Counsel Award, and the Settlement  
13 Administration Costs.  
14

15 J. "LWDA" means the California Labor and Workforce Development Agency.  
16

17 K. "LWDA Notice" means Plaintiff's May 5, 2021, Notice of Violations of California  
18 Labor Code sent to the LWDA attached hereto as **Exhibit #1**. ("LWDA Notice")  
19

20 L. "Net Settlement Amount" or "NSA" means the amount remaining from the Gross  
21 Settlement Amount after deducting the Settlement Administration Cost and the  
22 Plaintiff's Counsel Award. The NSA shall be used to satisfy Plaintiff's claims for  
23 civil penalties arising under PAGA asserted on behalf of the Aggrieved Employees  
24 and the LWDA. Twenty-five percent (25%) of the NSA shall be allocated to the  
25 Aggrieved Employees ("Aggrieved Employee Payment") and distributed based on  
26 the pro rata number of Pay Periods worked by each Aggrieved Employee during the  
27  
28

1           PAGA Period. Seventy-five percent (75%) of the NSA shall be paid to the LWDA  
2           ("LWDA Payment").

3  
4           M.    "Notice of PAGA Settlement" means the notice to be provided to the Aggrieved  
5           Employees by the Settlement Administrator in the form set forth as **Exhibit #2** to this  
6           Agreement.

7  
8           N.    "PAGA" means the California Labor Code Private Attorneys General Act of 2004,  
9           Labor Code § 2698, *et seq.*

10  
11          O.    "PAGA Payment Ratio" means the respective Pay Periods worked during the PAGA  
12          Period for each Aggrieved Employee divided by the total of the Pay Periods for all  
13          Aggrieved Employees during the PAGA Period.

14  
15          P.    "PAGA Period" means the period between May 10, 2020 to April 14, 2023.

16          Q.    "Parties" means Plaintiff and Defendants, collectively, and "Party" shall mean either  
17          Plaintiff or Defendants, individually.

18  
19          R.    "Pay Period" for purposes of calculating the distribution of the Aggrieved Employee  
20          Payment, as defined herein, means any weekly pay period in which Aggrieved  
21          Employees received wages during their employment with Defendants during the  
22          PAGA Period.

23  
24          S.    "Plaintiff" or "PAGA Representative" shall mean MICHAEL HARRINGTON.

25  
26          T.    "Plaintiff's Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC  
27          ("JCL") and Shani Zakay, Esq. of the Zakay Law Group, APLC ("ZLG").  
28

1 U. "Plaintiff's Counsel Award" means the award of attorneys' fees and reimbursement  
2 of litigation expenses that the Court authorizes to be paid to Plaintiff's Counsel for  
3 the services they have rendered to Plaintiff, the State of California, and the Aggrieved  
4 Employees consisting of attorneys' fees not to exceed one-third of the Gross  
5 Settlement Amount, currently estimated to be Four Hundred Ninety-One Thousand  
6 Six Hundred and Sixty-Six Dollars and Sixty-Six Cents (\$491,666.66) **plus** actually  
7 incurred litigation costs up to \$20,000.00 as documented by Plaintiff Counsels' billing  
8 records. Plaintiff Counsel's application for the Plaintiff's Counsel Award is subject  
9 to Court approval, and a reduction in attorneys' fees or costs awarded by the Court is  
10 not a basis for Plaintiff to void, rescind, or terminate this Agreement. Plaintiff's  
11 Counsel's award of attorneys' fees shall be divided by Plaintiff's Counsel as follows:  
12 50% to JCL, and 50% to ZLG.  
13  
14

15 V. "QSF" means the Qualified Settlement Fund established, designated, and maintained  
16 by the Settlement Administrator to fund the Gross Settlement Amount.  
17

18 W. "Released PAGA Claims" shall mean all claims for civil penalties arising under  
19 PAGA that were alleged or could reasonably have been alleged based on the facts in  
20 the operative complaint and/or Plaintiff's LWDA Notice which occurred during the  
21 PAGA Period. The release of claims for PAGA penalties shall bind only the named  
22 Plaintiff, the Aggrieved Employees, and the State of California. The release excludes  
23 claims for unpaid wages, wrongful termination, discrimination, unemployment  
24 insurance, disability, workers' compensation, and claims outside of the PAGA Period.  
25

26  
27 X. "Released Parties" shall mean Defendants and their subsidiaries, parents, affiliates,  
28 and their agents, employees, successors, assigns, officers, officials, directors,

attorneys, and representatives.

Y. “Settlement” means the disposition of the Action pursuant to this Agreement.

Z. “Settlement Administrator” means ILYM Group Inc., 14771 Plaza Drive, Ste. L, Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. The Settlement Administrator establishes, designates, and maintains 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 in the Action on behalf of the LWDA and the Aggrieved Employees. 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 Aggrieved Employees as part of their respective share of the Aggrieved Employee Payment.***

AA. “Settlement Administration Costs” means the amount to be paid for the costs of administration of the Settlement from the Gross Settlement Amount not to exceed \$10,000.00.

## **II. RECITALS**

A. On May 5, 2019, Plaintiff filed the LWDA with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants.

B. On July 16, 2021, Plaintiff filed the class action lawsuit for:

1. Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq*;

2. Failure to Pay Minimum Wages in Violation of Cal. Labor Code §§ 1194, 1197 and 1197.1;
3. Failure to Pay Overtime Wages in Violation of California Labor Code §§ 510 *et seq*;
4. Failure to Provide Required Meal Periods in Violation of California Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order;
5. Failure to Provide Required Rest Periods in Violation of California Labor Code sections 226.7 and 512 and the applicable IWC Wage Order;
6. Failure to Provide Accurate Itemized Wage Statements in Violation of California Labor Code §§ 226 and 226.2;
7. Failure to Reimburse Employees for Required Expenses in Violation of California Labor Code § 2802;
8. Failure to Provide Wages When Due in Violation of California Labor Code §§ 201, 202 and 203; and
9. Violation of the Private Attorneys General Act [ Labor Code section 2698, *et seq.*].

C. On January 10, 2022, Plaintiff filed the operative First Amended Complaint which dismissed the first eight causes of action leaving a single cause of action for Violations of the Private Attorney General Act at Labor Code Sections 2698 *et seq.*

1 D. On February 14, 2022, the Parties participated in mediation presided over by Lynn  
2 Frank, Esq., an experienced mediator of class and PAGA actions. The mediation  
3 concluded with both sides accepting a mediator's proposal to resolve the Action  
4 which was memorialized in the form of a Memorandum of Understanding ("MOU").  
5

6 E. This Agreement replaces and supersedes the MOU and any other agreements,  
7 understandings, or representations between the Parties. This Agreement represents a  
8 compromise and settlement of highly disputed claims. Nothing in this Agreement is  
9 intended or will be construed as an admission by Defendants that the claims in the  
10 Action of Plaintiff or the Aggrieved Employees have merit or that Defendants bear  
11 any liability to Plaintiff or the Aggrieved Employees on those claims or any other  
12 claims, or as an admission by Plaintiff that Defendants' defenses in the Action have  
13 merit.  
14

15  
16 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

17  
18 **III. TERMS OF AGREEMENT**

19 A. Settlement Consideration and Settlement Payments by Defendants.

- 20  
21 1. Settlement Consideration. In full and complete settlement of the Action, and  
22 in exchange for the releases set forth below, Defendants and the Released  
23 Parties will pay the Gross Settlement Amount of One Million Four Hundred  
24 Seventy-Five Thousand Dollars and Zero Cents (\$1,475,000.00). The Parties  
25 agree that this is a non-reversionary Settlement and that no portion of the  
26 Gross Settlement Amount shall revert to Defendants. The Gross Settlement  
27 Amount is exclusive of and separate from any individual settlement by and  
28

1 between Defendants and Plaintiff intended to resolve Plaintiff's individual  
2 claims. Except as provided for in Section III(A)(2) and pursuant to any  
3 individual settlement with Plaintiff, Defendants shall not be required to pay  
4 more or less than the Gross Settlement Amount.  
5

6 2. Number of Aggrieved Employees and Pay Periods. It is estimated that there  
7 are approximately 904 Aggrieved Employees who worked an aggregate total  
8 of 22,000 Pay Periods during the PAGA Period. Defendants will provide a  
9 declaration, under oath, confirming the number of applicable Aggrieved  
10 Employees and Pay Periods worked during the PAGA Period in support of  
11 Plaintiff's motion for approval. If the declaration states that the Pay Periods  
12 during the PAGA Period exceed more than 10% of the estimate stated herein  
13 (i.e., 24,200), then Gross Settlement Amount will increase proportionally with  
14 the added Pay Periods.  
15

16  
17 3. Settlement Payment. Defendants shall pay, via wire transfer or check, the  
18 Gross Settlement Amount to the Settlement Administrator on or before the  
19 Funding Date.  
20

21 B. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the  
22 consideration set forth in this Agreement, the Plaintiff, Aggrieved Employees, the  
23 LWDA and the State of California shall release the Released Parties from the PAGA  
24 Released Claims for the PAGA Period.  
25  
26  
27  
28

1 C. Conditions Precedent: This Settlement will become final and effective only upon (1)  
2 the Court entering an order approving the Settlement, and (2) Defendants fully funding  
3 the Gross Settlement Amount.

4  
5 D. Nullification of Settlement Agreement. If this Settlement Agreement is not approved  
6 by the Court, fails to become effective, or is reversed, withdrawn, or in any way  
7 prevents or prohibits Defendants from obtaining a complete resolution of the Released  
8 PAGA Claims, or if Defendants fails to fully fund the Gross Settlement Amount:

9  
10 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,  
11 and shall not be admissible in any judicial, administrative or arbitral  
12 proceeding for any purpose or with respect to any issue, substantive or  
13 procedural; and

14  
15 2. None of the Parties to this Settlement will be deemed to have waived any  
16 claims, objections, defenses or arguments in the Action.

17  
18 E. Tax Liability. The Parties make no representations as to the tax treatment or legal  
19 effect of the payments called for in this Agreement. The Aggrieved Employees are  
20 not relying on any statement or representation by the Parties in this regard. Aggrieved  
21 Employees understand and agree that they will be responsible for the payment of any  
22 taxes and penalties assessed on their respective share of the Aggrieved Employee  
23 Payments and will be solely responsible for any penalties or other obligations resulting  
24 from their personal tax reporting of the Aggrieved Employees Payments.

25  
26  
27 F. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,  
28 the “acknowledging party” and each Party to this Agreement other than the

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

20 G. Settlement Administrator. The Settlement Administrator shall be responsible for:  
21 establishing and administering the QSF; calculating, processing and mailing payments  
22 to Plaintiff’s Counsel, LWDA, and Aggrieved Employees; printing and mailing the  
23 Notice of PAGA Settlement to the Aggrieved Employees as directed by the Court;  
24 performing skip trace searches to identify last known addresses for all Aggrieved  
25 Employees where necessary to ensure delivery of each Aggrieved Employee Payment,  
26 calculating and distributing tax forms for the Aggrieved Employee Payments;  
27 providing declaration(s) as necessary in support of approval of this Settlement and to  
28

report on the distribution of the funds; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities.

H. Employee Data. No later than fifteen (15) calendar days after the Effective Date, Defendants shall provide the Settlement Administrator with the Employee Data.

I. Funding and Allocation of the Gross Settlement Amount. Defendants are required to pay the Gross Settlement Amount as follows: (1) 50% of the Gross Settlement Amount shall be paid within ten (10) calendar days of the Effective Date, and (2) the remaining 50% of the Gross Settlement Amount shall be paid by the earlier of March 22, 2024 or 14 days after Defendant's receipt of its 2021 tax refunds.

1. Calculation of Individual Payments to the Aggrieved Employees. Using the Employee Data, the Settlement Administrator shall add up the total number of Pay Periods for all Aggrieved Employees during the PAGA Period. The respective Pay Periods for each Aggrieved Employee will be divided by the total Pay Periods for all Aggrieved Employees, resulting in the "PAGA Payment Ratio" for each Aggrieved Employee. Each Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the Aggrieved Employee Payment to calculate each Aggrieved Employee's estimated share of the Aggrieved Employee Payment.

2. Allocation of Individual Aggrieved Employee Payments. For tax purposes, individual Aggrieved Employee Payments shall be allocated and treated 100%

1 as penalties and interest. The individual Aggrieved Employee Payments shall  
2 not be subject to wage withholdings and shall be reported on IRS Form 1099.

3  
4 3. No Credit Toward Benefit Plans. The individual Aggrieved Employee  
5 Payments made to the Aggrieved Employees under this Settlement  
6 Agreement, as well as any other payments made pursuant to this Settlement  
7 Agreement, will not be utilized to calculate any additional benefits under any  
8 benefit plans to which any Aggrieved Employee may be eligible, including,  
9 but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock  
10 purchase plans, vacation plans, sick leave plans, PTO plans, and any other  
11 benefit plan. Rather, it is the Parties' intention that this Settlement Agreement  
12 will not affect any rights, contributions, or amounts to which any Aggrieved  
13 Employee may be entitled under any benefit plans.

14  
15  
16 4. Mailing. Individual Aggrieved Employee Payments shall be mailed by  
17 regular First-Class U.S. Mail to the Aggrieved Employees' last known mailing  
18 address no later than fifteen (15) calendar days after the Funding Date.

19  
20 5. Expiration. Any checks issued to Aggrieved Employees shall remain valid  
21 and negotiable for one hundred and eighty (180) days from the date of their  
22 issuance. If an Aggrieved Employee does not cash his or her settlement check  
23 within 90 days, the Settlement Administrator will send a letter to such persons,  
24 advising that the check will expire after the 180<sup>th</sup> day, and invite that  
25 Aggrieved Employee to request reissuance in the event the check was  
26 destroyed, lost or misplaced. In the event Aggrieved Employee Payment  
27 checks have not been cashed within one hundred and eighty (180) days, such  
28

1 funds will escheat to the State of California's Controller, to be held in the  
2 name of each expired check payee, pursuant to applicable unclaimed property  
3 laws. The Parties agree that this disposition results in no "unpaid residue"  
4 under California Civil Procedure Code section 384 as the entire Net  
5 Settlement Amount will be paid out to Aggrieved Employees, whether or not  
6 they all cash their settlement checks.  
7

8  
9 6. LWDA Payment. The Settlement Administrator shall transmit the LWDA  
10 Payment to the LWDA as one lump sum payment within fifteen (15) calendar  
11 days of the Funding Date. If the funds are transmitted by check, the Settlement  
12 Administrator shall send the funds via certified mail with return receipt  
13 requested to Plaintiff's Counsel.  
14

15 7. Plaintiff's Counsel Award. Defendants understand a request by Plaintiff's  
16 Counsel for attorneys' fees not to exceed one-third of the Gross Settlement  
17 Amount (currently estimated to be \$491,666.66) plus costs and expenses  
18 supported by declaration not to exceed Twenty Thousand Dollars  
19 (\$20,000.00), from the Gross Settlement Amount will be made. Any portion  
20 of the requested Plaintiff's Counsel Award that is not awarded to Plaintiff's  
21 Counsel shall be part of the Net Settlement Amount and shall be distributed  
22 to the LWDA and the Aggrieved Employees as provided in this Agreement.  
23 The Settlement Administrator shall distribute and pay the Plaintiff's Counsel  
24 Award to Plaintiff's Counsel from the Gross Settlement Amount no later than  
25 fifteen (15) calendar days after the Funding Date. Plaintiff's Counsel shall be  
26 solely and legally responsible to pay all applicable taxes on the payment made  
27  
28

pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff's Counsel for the payments made pursuant to this paragraph. If the Court reduces or does not approve the requested Plaintiff's Counsel Award, Plaintiff and Plaintiff's Counsel shall not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

8. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Settlement Administration Costs is \$10,000.00. The Settlement Administrator shall be paid the Settlement Administration Costs no later than fifteen (15) calendar days after the Funding Date.

J. Approval Motion. Plaintiff's Counsel and Plaintiff shall use their best efforts to file with the Court a Motion for Approval of PAGA Settlement within thirty (30) days following the execution of this Agreement.

K. Notice of Settlement to LWDA. In connection with the Motion for Approval of PAGA Settlement, Plaintiff's Counsel shall submit this Agreement to the LWDA pursuant to California Labor Code section 2699(1)(2). Plaintiff's Counsel shall within ten (10) days after the entry of the judgment or order approving this Settlement, submit the order approving the Settlement to the LWDA pursuant to California Labor Code section 2699(1)(3).

N. Review of Motion for Settlement Approval. Plaintiff Counsel will provide an opportunity for Counsel for Defendants to review the Motion for Approval of PAGA

1 Settlement and the proposed Judgment and Order Granting Approval of the PAGA  
2 Settlement before filing with the Court. The Parties and their counsel will cooperate  
3 with each other and use their best efforts to obtain the Court's approval of the Motion  
4 for Approval of PAGA Settlement, and entry of Judgment.  
5

6 O. Cooperation. The Parties and their counsel will cooperate with each other and use  
7 their best efforts to implement the Settlement.  
8

9 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,  
10 except such proceedings necessary to implement and complete the Settlement.  
11

12 Q. Amendment or Modification. This Agreement may be amended or modified only by  
13 a written instrument signed by counsel for all Parties or their successors-in-interest.  
14

15 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire  
16 Agreement among these Parties, and no oral or written representations, warranties or  
17 inducements have been made to any Party concerning this Agreement or its Exhibit  
18 other than the representations, warranties and covenants contained and memorialized  
19 in this Agreement and its Exhibit.  
20

21 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and  
22 represent they are expressly authorized by the Parties whom they represent to negotiate  
23 this Agreement and to take all appropriate Action required or permitted to be taken by  
24 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other  
25 documents required to effectuate the terms of this Agreement. The person signing this  
26 Agreement on behalf of Defendants represent and warrant that they are authorized to  
27 sign this Agreement on behalf of Defendants. Plaintiff represents and warrants that  
28

1 she is authorized to sign this Agreement and that she has not assigned any claim, or  
2 part of a claim, covered by this Settlement to a third-party.

3  
4 T. No Public Comment: The Parties and their counsel agree that they will not issue any  
5 press releases, initiate any contact with the press, respond to any press inquiry, or have  
6 any communication with the press about the fact, amount or terms of the Settlement  
7 Agreement. Plaintiff's Counsel further agrees not to use the Settlement Agreement or  
8 any of its terms for any marketing or promotional purposes. Nothing herein will restrict  
9 Plaintiff's Counsel from including publicly available information regarding this  
10 settlement in future judicial submissions regarding Plaintiff Counsel's qualifications  
11 and experience. Further, Plaintiff Counsel will not include, reference or use the  
12 Settlement Agreement for any marketing or promotional purposes, either before or  
13 after the Motion for Settlement Approval is filed.

14  
15  
16 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure  
17 to the benefit of, the successors or assigns of the Parties, as previously defined.

18  
19 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes  
20 shall be governed by and interpreted according to the laws of the State of California.

21 W. Counterparts. This Agreement may be executed in one or more counterparts. All  
22 executed counterparts and each of them shall be deemed to be one and the same  
23 instrument provided that counsel for the Parties to this Agreement shall exchange  
24 among themselves copies or originals of the signed counterparts. A signature made  
25 on a faxed or electronically mailed copy of the Settlement Agreement or a signature  
26  
27  
28

transmitted by facsimile or electronic mail shall have the same effect as the original signature.

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 pursuant to CCP section 664.6 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 Admissions by the Parties. Plaintiff has claimed and continues to claim that the Released PAGA Claims have merit and give rise to liability on the part of Defendants. Defendants contends that the Released PAGA Claims have no merit and do not give rise to 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

Defendants or Plaintiff or Plaintiff's 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/his own attorney's fees and costs.

BB. Judgement To Be Entered on The PAGA Action. All claims released under the Released PAGA Claims shall be deemed adjudicated and extinguished with prejudice as to Plaintiff, all of the other Aggrieved Employees, and the State of California, and any final approval order or judgement shall result in dismissal with prejudice of the Action.

CC. Plaintiff's Individual Settlement. Plaintiff is entering into a separate, confidential, individual settlement agreement, which shall provide for an Individual Settlement Payment, and which shall provide for a broad release, including a waiver of Civil Code 1542. This release, waiver and discharge of all claims, include, but will not be limited to, any and all claims arising out of the Action, and specifically excludes a waiver of any claims under workers compensation law. The Individual Settlement Agreement shall be confidential, but may be submitted to the Court for an in-camera review for purposes of approval of this Settlement.

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

DATED: Jul 6, 2023

  
Michael Harrington (Jul 6, 2023 08:39 PDT)

MICHAEL HARRINGTON

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

DATED: 7/11/2023

DocuSigned by:  
  
6C0692331D7E48F

ATLAS PRIVATE SECURITY, INC.

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Chris de Guzman

Printed Name

President

DATED: 7/11/2023

Title

DocuSigned by:

Chris de Guzman

GENESIS PRIVATE SECURITY, INC.

Chris de Guzman

Printed Name

President

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: July 6, 2023

JCL LAW FIRM, A.P.C.

By:



Attorneys for the Plaintiff and the Aggrieved Employees

DATED: July 6, 2023

ZAKAY LAW GROUP, A.P.L.C.

By:



Attorneys for the Plaintiff and the Aggrieved Employees

DATED: July 11, 2023

BRADLEY, GMELICH & WELLERSTEIN, LLP

By:



Attorneys for Defendants

# **EXHIBIT 1**



## ZAKAY LAW GROUP

A PROFESSIONAL LAW CORPORATION

May 10, 2021

**Via Online Filing to LWDA and Certified Mail to Defendants**

**Labor and Workforce Development Agency**

Online Filing

|                                                                                                                                                                                                                          |                                                                                                                                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Labor & Workforce Development Agency<br>Attn. PAGA Administrator<br>1515 Clay Street, Ste. 801<br>Oakland, CA 94612<br>PAGA@dir.ca.gov<br><b><i>Via Online Submission</i></b>                                            | <b>Atlas Private Security, Inc.</b><br>Kaye Franklin Foster<br>1735 N. 1 <sup>st</sup> Street, Suite 104<br>San Jose, CA 95112<br><b><i>Via Certified Mail with Return Receipt No.<br/>7021 0350 0001 8165 1828</i></b> |
| <b>Genesis Private Security, Inc.</b><br>c/o Chris De Guzman<br>1735 N. 1 <sup>st</sup> Street, Suite 104<br>San Jose, CA 95112<br><b><i>Via Certified Mail with Return Receipt No.<br/>7021 0350 0001 8165 1866</i></b> |                                                                                                                                                                                                                         |

**Re: Notice of Violations of California Labor Code Sections §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2802, and 2804 Applicable Industrial Welfare Commission Wage Orders, and Pursuant to California Labor Code Section 2699.3.**

Dear Sir/Madam:

Our offices represent Plaintiff Michael Harrington (“Plaintiff”), and other aggrieved employees in a proposed lawsuit against Genesis Private Security, Inc. (fka Atlas Private Security, Inc), and Atlas Private Security, Inc. (Hereinafter referred to as “Defendants”). Plaintiff was employed by Defendants in California between July 2020 to September of 2020. Plaintiff was paid on an hourly basis and entitled to legally required meal and rest periods. At all times during his employment, Defendants failed to, among other things, provide Plaintiff, and all those similarly situated, with all legally mandated off-duty meal and rest periods, with payment of all minimum wages and overtime wages owed, and with accurate wage statements.

As a consequence, Plaintiff contends that Defendants failed to fully compensate him, and other aggrieved employees, for all earned wages and failed to provide accurate wage statements. Accordingly, Plaintiff contends that Defendants’ conduct violated Labor Code sections §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5,

1194, 1197, 1197.1, 1198, 1199, 2802, and 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 and exempt employees who worked for either or both Defendants during the relevant claim period.**

A true and correct copy of the proposed Complaint for the class action 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 Defendants. 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. The class action lawsuit consists of a class of other aggrieved employees. As class counsel, our intention is to vigorously prosecute the class wide claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Act of 2004 on behalf of Plaintiffs and all aggrieved California employees and Class Members

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

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Attorneys for Plaintiffs

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

MICHAEL HARRINGTON, on behalf of  
himself and on behalf of all persons similarly  
situated,

Plaintiff,

v.

GENESIS PRIVATE SECURITY, INC (fka.  
ATLAS PRIVATE SECURITY, INC), a  
California Corporation; ATLAS PRIVATE  
SECURITY, INC, ATLAS PRIVATE  
SECURITY, INC., a California Corporation;  
and DOES 1-50, Inclusive,

Defendant.

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;
- 6) FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE §§226 and 226.2;
- 7) FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
- 8) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203.

**DEMAND FOR A JURY TRIAL**

1 Plaintiff Michael Harrington an individual, (“PLAINTIFF”), on behalf of himself, and all  
2 other similarly situated current and former employees, allege on information and belief, except  
3 for their own acts and knowledge which are based on personal knowledge, the following:

4 **PRELIMINARY ALLEGATIONS**

5 1. Defendant GENESIS PRIVATE SECURITY, INC. (“DEFENDANT GENESIS”) is a California Corporation and at all relevant times mentioned herein conducted and continues to  
6 conduct substantial and regular business throughout California. Defendant ATLAS PRIVATE  
7 SECURITY, INC. (“DEFENDANT ATLAS”) is a California Corporation and at all relevant  
8 times mentioned herein conducted and continues to conduct substantial and regular business  
9 throughout California. DEFENDANT GENESIS and DEFENDANT ATLAS are collectively  
10 referred to herein as “DEFENDANT” or “DEFENDANTS.”

11 2. DEFENDANT GENESIS and DEFENDANT ATLAS were the joint employers of  
12 PLAINTIFF as evidenced by the contracts signed and by the company the PLAINTIFF performed  
13 work for respectively, and are therefore jointly responsible as employers for the conduct alleged  
14 herein and collectively referred to herein as “DEFENDANTS”.

15 3. DEFENDANT provides private security services throughout the State of  
16 California, including the Fremont, California location where PLAINTIFF worked.

17 4. PLAINTIFF was employed by DEFENDANT in California as a non-exempt  
18 employee entitled to minimum wages, overtime pay and meal and rest periods from July 2020 to  
19 September 2020.

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

27 6. PLAINTIFF brings this Class Action on behalf of himself and a CALIFORNIA  
28 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during

1 the CALIFORNIA CLASS PERIOD caused by DEFENDANT’S uniform policy and practice  
2 which failed to lawfully compensate these employees for all their time worked. DEFENDANT’S  
3 uniform policy and practice alleged herein is an unlawful, unfair and deceptive business practice  
4 whereby DEFENDANTS retained and continues to retain wages due to PLAINTIFF and the other  
5 members of the CALIFORNIA CLASS. PLAINTIFF and the other members of the  
6 CALIFORNIA CLASS seek an injunction enjoining such conduct by DEFENDANTS in the  
7 future, relief for the named PLAINTIFF and the other members of the CALIFORNIA CLASS  
8 who have been economically injured by DEFENDANT’S past and current unlawful conduct, and  
9 all other appropriate legal and equitable relief.

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

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

## **THE CONDUCT**

9. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were required to pay PLAINTIFF and the 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, DEFENDANTS required PLAINTIFF and CALIFORNIA CLASS Members to work without paying them for all the time they were under DEFENDANT'S control. Specifically, DEFENDANTS required PLAINTIFFS to work while clocked out during what was supposed to be PLAINTIFF'S off-duty meal break. PLAINTIFF were often interrupted by work assignments. Indeed there were many days where PLAINTIFF did not even receive a partial lunch. As a result, the PLAINTIFF and other CALIFORNIA CLASS Members forfeited minimum wage and overtime compensation by regularly working without their time being accurately recorded and without compensation at the applicable minimum wage and overtime rates. DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA CLASS Members for all time worked is evidenced by DEFENDANT'S business records.

10. During the CALIFORNIA CLASS PERIOD, DEFENDANTS did not have in place an immutable timekeeping system to accurately record and pay PLAINTIFFS and other CALIFORNIA CLASS Members for the actual time these employees worked each day, including overtime hours. As a result DEFENDANTS were able to and did in fact unlawfully, and unilaterally alter the time recorded in DEFENDANTS' timekeeping system for PLAINTIFFS and the members of the CALIFORNIA CLASS in order to avoid paying these employees the applicable overtime compensation for overtime worked and to avoid paying these employees for missed meal breaks. As a result, PLAINTIFFS and other CALIFORNIA CLASS Members, from time to time, forfeited time worked by working without their time being accurately recorded and without compensation at the applicable rates.

11. The mutability of the timekeeping system also allowed DEFENDANTS to alter employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANTS' timekeeping system so as to create the appearance that PLAINTIFFS and other CALIFORNIA

1 CLASS Members clocked out for a thirty (30) minute meal break when in fact the employees  
2 were not at all times provided an off-duty meal break. This practice is a direct result of  
3 DEFENDANTS' uniform policy and practice of denying employees uninterrupted thirty (30)  
4 minute off-duty meal breaks each day or otherwise compensate them for missed meal breaks.

5 12. DEFENDANTS consistently required PLAINTIFF and CALIFORNIA CLASS  
6 Members to work off the clock without paying them for all the time they were under  
7 DEFENDANTS' control performing pre-shift and post-shift duties. Before PLAINTIFF and  
8 CALIFORNIA CLASS Members' "scheduled" start times, PLAINTIFF and CALIFORNIA  
9 CLASS Members performed work for DEFENDANTS, but that work was rounded out and  
10 PLAINTIFF and CALIFORNIA CLASS Members did not receive compensation for that time.

11 13. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA  
12 CLASS Members were also from time to time unable to take off duty meal breaks and were not  
13 fully relieved of duty for meal periods. Specifically, PLAINTIFF and CALIFORNIA CLASS  
14 Members were from time to time interrupted during their off-duty meal breaks to complete tasks  
15 for DEFENDANTS. PLAINTIFF and other CALIFORNIA CLASS Members were required to  
16 perform work as ordered by DEFENDANTS for more than five (5) hours during a shift without  
17 receiving an off-duty meal break. Further, DEFENDANTS failed to provide PLAINTIFF and  
18 CALIFORNIA CLASS Members with a second off-duty meal period each workday in which  
19 these employees were required by DEFENDANTS to work ten (10) hours of work.  
20 DEFENDANTS' policy caused PLAINTIFF and other CALIFORNIA CLASS Members to  
21 remain on-call and on-duty during what was supposed to be their off-duty meal periods.  
22 PLAINTIFF and the other CALIFORNIA CLASS Members therefore forfeited meal breaks  
23 without additional compensation and in accordance with DEFENDANTS' strict corporate policy  
24 and practice.

25 14. During the CALIFORNIA CLASS PERIOD, from time to time, PLAINTIFF and  
26 other CALIFORNIA CLASS Members were also required to work in excess of four (4) hours  
27 without being provided ten (10) minute rest periods. Further, these employees were denied their  
28 first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4)

1 hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between  
2 six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for  
3 some shifts worked of ten (10) hours or more. When they did have an opportunity to take their  
4 rest breaks, PLAINTIFF and the CALIFORNIA CLASS Members were often interrupted and  
5 required by DEFENDANTS to work during their rest breaks. When they did have an opportunity  
6 to take their rest breaks, PLAINTIFF and the CALIFORNIA CLASS Members were required to  
7 on-duty and on-call and subject to DEFENDANTS' control in accordance with DEFENDANTS'  
8 policy. PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one  
9 hour wages in lieu thereof. DEFENDANTS' policy caused PLAINTIFF and other CALIFORNIA  
10 CLASS Members to remain on-call and on-duty during what was supposed to be their off-duty  
11 rest periods. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA  
12 CLASS Members were periodically denied their proper rest periods by DEFENDANTS and  
13 DEFENDANTS' managers.

14 15. Under California law, every employer shall pay to each employee, on the  
15 established payday for the period involved, not less than the applicable minimum wage for all  
16 hours worked in the payroll period, whether the remuneration is measured by time, piece,  
17 commission, or otherwise. Hours worked is defined in the applicable Wage Order as "the time  
18 during which an employee is subject to the control of an employer and includes all the time the  
19 employee is suffered or permitted to work, whether or not required to do so." PLAINTIFF and  
20 other CALIFORNIA CLASS Members were from time to time required to perform work for  
21 DEFENDANTS before and after their scheduled shifts, as well as during their off-duty meal  
22 breaks. DEFENDANTS failed to compensate PLAINTIFF and other CALIFORNIA CLASS  
23 Members for any of the time spent under DEFENDANTS' control while working off-the-clock.  
24 As such, DEFENDANTS failed to pay PLAINTIFF and other CALIFORNIA CLASS Members  
25 the applicable minimum wage for all hours worked in a payroll period.

26 16. In violation of the applicable sections of the California Labor Code and the  
27 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a  
28 matter of company policy, practice and procedure, intentionally and knowingly failed to

1 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for all time  
2 worked. This uniform policy and practice of DEFENDANTS is intended to purposefully avoid  
3 the payment of the correct compensation as required by California law which allowed  
4 DEFENDANTS to illegally profit and gain an unfair advantage over competitors who complied  
5 with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA CLASS  
6 against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted accordingly.

7 17. From time to time, when PLAINTIFF and other CALIFORNIA CLASS Members  
8 worked during what was supposed to be their meal breaks or otherwise off the clock, and/or when  
9 DEFENDANT unlawfully rounded PLAINTIFF's and other CALIFORNIA CLASS Members'  
10 time, DEFENDANTS also failed to provide PLAINTIFF and the other members of the  
11 CALIFORNIA CLASS with complete and accurate wage statements which failed to show, among  
12 other things, the correct time worked, including, and the gross wages paid for those periods during  
13 the pay period, and the correct penalty payments or missed meal and rest periods in violation of  
14 California Labor Code Sections 226 and 226.2.

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

23 19. Aside from the violations listed herein, DEFENDANTS failed to issue to  
24 PLAINTIFF an itemized wage statement that lists all the requirements under California Labor  
25 Code 226 *et seq.* From time to time DEFENDANTS violated California Labor Code Section  
26 226(a)(2) by failing to provide an accurate amount of total hours worked by PLAINTIFF and  
27 other members of the CALIFORNIA CLASS. As a result, from time to time DEFENDANTS  
28

1 provided PLAINTIFF and the other members of the CALIFORNIA CLASS with wage statements  
2 which violated Cal. Lab. Code § 226.

3         20. DEFENDANTS as a matter of corporate policy, practice and procedure,  
4 intentionally, knowingly and systematically failed to reimburse and indemnify the PLAINTIFF  
5 and the other CALIFORNIA CLASS Members for required business expenses incurred by the  
6 PLAINTIFF and other CALIFORNIA CLASS Members in direct consequence of discharging  
7 their duties on behalf of DEFENDANTS. Under California Labor Code Section 2802, employers  
8 are required to indemnify employees for all expenses incurred in the course and scope of their  
9 employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her  
10 employee for all necessary expenditures or losses incurred by the employee in direct consequence  
11 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,  
12 even though unlawful, unless the employee, at the time of obeying the directions, believed them  
13 to be unlawful."

14         21. In the course of their employment, PLAINTIFF and other CALIFORNIA CLASS  
15 Members as a business expense, were required by DEFENDANTS to use their own personal  
16 cellular phones as a result of and in furtherance of their job duties as employees for  
17 DEFENDANTS but were not reimbursed or indemnified by DEFENDANTS for the cost  
18 associated with the use of their personal cellular phones for DEFENDANTS' benefit. Specifically,  
19 PLAINTIFFS and other CALIFORNIA CLASS Members were required by DEFENDANTS to  
20 use their personal cell phones for work related issues. As a result, in the course of their  
21 employment with DEFENDANTS the PLAINTIFFS and other members of the CALIFORNIA  
22 CLASS incurred unreimbursed business expenses which included, but were not limited to, costs  
23 related to the use of their personal cellular phones all on behalf of and for the benefit of  
24 DEFENDANTS.

25         22. By reason of this uniform conduct applicable to PLAINTIFF and all  
26 CALIFORNIA CLASS Members, DEFENDANTS committed acts of unfair competition in  
27 violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the  
28 "UCL"), by engaging in a company-wide policy and procedure which failed to accurately

1 calculate and record the correct time worked by PLAINTIFF and other CALIFORNIA CLASS  
2 Members. The proper calculation of these employees' time is the DEFENDANTS' burden. As  
3 a result of DEFENDANTS' intentional disregard of the obligation to meet this burden,  
4 DEFENDANTS failed to properly calculate and/or pay all required compensation for work  
5 performed by the members of the CALIFORNIA CLASS and violated the California Labor Code  
6 and regulations promulgated thereunder as herein alleged.

7       23. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take  
8 off duty meal and rest breaks and was not fully relieved of duty for her rest and meal periods.  
9 PLAINTIFF was required to perform work as ordered by DEFENDANTS for more than five (5)  
10 hours during a shift without receiving an off-duty meal break. Further, DEFENDANTS failed to  
11 provide PLAINTIFF with a second off-duty meal period each workday in which he was required  
12 by DEFENDANT to work ten (10) hours of work. When DEFENDANTS provided PLAINTIFF  
13 with a rest break, they required PLAINTIFF to remain on-duty and on-call for the rest break.  
14 DEFENDANTS' policy caused PLAINTIFF to remain on-call and on-duty during what was  
15 supposed to be PLAINTIFF's off-duty meal periods. PLAINTIFF therefore forfeited meal and  
16 rest breaks without additional compensation and in accordance with DEFENDANTS' strict  
17 corporate policy and practice. Moreover, DEFENDANTS also provided PLAINTIFF with a  
18 paystub that failed to accurately display PLAINTIFF's correct time worked and wages, as well as  
19 payments for missed meal and rest periods for certain pay periods in violation of Cal. Lab. Code  
20 § 226(a). To date, DEFENDANTS have not fully paid PLAINTIFF the overtime compensation  
21 still owed to him or any penalty wages owed to him under Cal. Lab. Code § 203. The amount in  
22 controversy for PLAINTIFF individually does not exceed the sum or value of \$75,000.

### 23                                   **JURISDICTION AND VENUE**

24       24. This Court has jurisdiction over this Action pursuant to California Code of Civil  
25 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This  
26 action is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of  
27 DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.  
28

1           25.     Venue is proper in this Court pursuant to California Code of Civil Procedure,  
2 Sections 395 and 395.5, because DEFENDANTS (i) currently maintain and at all relevant times  
3 maintained offices and facilities in this County and/or conduct substantial business in this County,  
4 and (ii) committed the wrongful conduct herein alleged in this County against members of the  
5 CALIFORNIA CLASS and CALIFORNIA LABOR SUB-CLASS.

6                                   **THE CALIFORNIA CLASS**

7           26.     PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and Deceptive  
8 Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL") as a Class  
9 Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as all  
10 individuals who are or previously were employed by DEFENDANT ATLAS and/or  
11 DEFENDANT GENESIS in California and classified as non-exempt employees (the  
12 "CALIFORNIA CLASS") at any time during the period beginning four (4) years prior to the filing  
13 of the original complaint and ending on the date as determined by the Court (the "CALIFORNIA  
14 CLASS PERIOD"). The amount in controversy for the aggregate claim of CALIFORNIA  
15 CLASS Members is under five million dollars (\$5,000,000.00).

16           27.     To the extent equitable tolling operates to toll claims by the CALIFORNIA  
17 CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted  
18 accordingly.

19           28.     DEFENDANTS, as a matter of company policy, practice and procedure, and in  
20 violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order  
21 requirements, and the applicable provisions of California law, intentionally, knowingly, and  
22 willfully, engaged in a practice whereby DEFENDANTS systematically failed to record all meal  
23 and rest breaks missed by PLAINTIFF and the other members of the CALIFORNIA CLASS,  
24 even though DEFENDANTS enjoyed the benefit of this work, required employees to perform  
25 this work and permitted or suffered to permit this work.

26           29.     DEFENDANTS have the legal burden to establish that each and every  
27 CALIFORNIA CLASS Member was paid accurately and was provided all meal and rest breaks  
28 missed as required by California laws. DEFENDANTS, however, as a matter of uniform and

1 systematic policy and procedure failed to have in place during the CALIFORNIA CLASS  
2 PERIOD and still fails to have in place a policy or practice to ensure that each and every  
3 CALIFORNIA CLASS Member is paid as required by law, so as to satisfy its burden. This  
4 common business practice applicable to each and every CALIFORNIA CLASS Member can be  
5 adjudicated on a class-wide basis as unlawful, unfair, and/or deceptive under Cal. Business &  
6 Professions Code §§ 17200, *et seq.* (the “UCL”) as causation, damages, and reliance are not  
7 elements of this claim.

8 30. The CALIFORNIA CLASS is so numerous that joinder of all CALIFORNIA  
9 CLASS Members is impracticable.

10 31. DEFENDANTS uniformly violated the rights of the CALIFORNIA CLASS under  
11 California law by:

- 12 a. Violating the California Unfair Competition Laws, Cal. Bus. & Prof. Code §§  
13 17200, *et seq.*, by unlawfully, unfairly and/or deceptively having in place company  
14 policies, practices and procedures that failed to pay all wages due the  
15 CALIFORNIA CLASS for all time worked;
- 16 b. Committing an act of unfair competition in violation of the California Unfair  
17 Competition Laws, Cal. Bus. & Prof. Code §§ 17200, *et seq.*, by failing to provide  
18 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS  
19 members;
- 20 c. Committing an act of unfair competition in violation of the California Unfair  
21 Competition Laws, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, by violating Cal. Lab.  
22 Code § 2802 by failing to reimburse PLAINTIFFS and the CALIFORNIA CLASS  
23 members with necessary expenses incurred in the discharge of their job duties; and
- 24 d. Committing an act of unfair competition in violation of, Cal. Bus. & Prof. Code  
25 §§ 17200, *et seq.*, by unlawfully, unfairly and/or deceptively having in place  
26 company policies, practices and procedures that uniformly and systematically  
27 failed to record and pay PLAINTIFF and other members of the CALIFORNIA  
28

1 CLASS for all time worked, including minimum wages owed and overtime wages  
2 owed for work performed by these employees.

3 32. The Class Action meets the statutory prerequisites for the maintenance of a Class  
4 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 5 a. The persons who comprise the CALIFORNIA CLASS are so numerous that the  
6 joinder of all such persons is impracticable and the disposition of their claims as a  
7 class will benefit the parties and the Court;
- 8 b. Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are  
9 raised in this Complaint are common to the CALIFORNIA CLASS will apply  
10 uniformly to every member of the CALIFORNIA CLASS;
- 11 c. The claims of the representative PLAINTIFF are typical of the claims of each  
12 member of the CALIFORNIA CLASS. PLAINTIFF, like all the other members of  
13 the CALIFORNIA CLASS, were classified as a non- exempt employee paid on an  
14 hourly basis who was subjected to the DEFENDANTS' deceptive practice and  
15 policy which failed to pay for all time worked and failed to provide the legally  
16 required meal and rest periods to the CALIFORNIA CLASS and thereby  
17 systematically underpaid compensation to PLAINTIFF and CALIFORNIA  
18 CLASS. PLAINTIFF sustained economic injury as a result of DEFENDANTS'  
19 employment practices. PLAINTIFF, like all the other members of the  
20 CALIFORNIA CLASS, were subjected to the uniform employment practices of  
21 DEFENDANTS and was a non-exempt employee paid on an hourly basis who was  
22 subjected to the DEFENDANTS' practice and policy which failed to pay all wages  
23 due to the CALIFORNIA CLASS for all time worked by the CALIFORNIA  
24 CLASS and thereby systematically underpays the CALIFORNIA CLASS.  
25 PLAINTIFF and the members of the CALIFORNIA CLASS were and are  
26 similarly or identically harmed by the same unlawful, deceptive, unfair and  
27 pervasive pattern of misconduct engaged in by DEFENDANTS; and  
28

1 d. The representative PLAINTIFF will fairly and adequately represent and protect  
2 the interest of the CALIFORNIA CLASS, and has retained counsel who are  
3 competent and experienced in Class Action litigation. There are no material  
4 conflicts between the claims of the representative PLAINTIFF and the members  
5 of the CALIFORNIA CLASS that would make class certification inappropriate.  
6 Counsel for the CALIFORNIA CLASS will vigorously assert the claims of all  
7 CALIFORNIA CLASS Members.

8 33. In addition to meeting the statutory prerequisites to a Class Action, this action is  
9 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

10 a. Without class certification and determination of declaratory, injunctive, statutory  
11 and other legal questions within the class format, prosecution of separate actions  
12 by individual members of the CALIFORNIA CLASS will create the risk of:

13 i. Inconsistent or varying adjudications with respect to individual members  
14 of the CALIFORNIA CLASS which would establish incompatible  
15 standards of conduct for the parties opposing the CALIFORNIA CLASS;  
16 and/or;

17 ii. Adjudication with respect to individual members of the CALIFORNIA  
18 CLASS which would as a practical matter be dispositive of interests of the  
19 other members not party to the adjudication or substantially impair or  
20 impede their ability to protect their interests.

21 b. The parties opposing the CALIFORNIA CLASS have acted or refused to act on  
22 grounds generally applicable to the CALIFORNIA CLASS, making appropriate  
23 class-wide relief with respect to the CALIFORNIA CLASS as a whole in that  
24 DEFENDANT uniformly failed to pay all wages due for all time worked by the  
25 members of the CALIFORNIA CLASS as required by law;

26 i. With respect to the First Cause of Action, the final relief on behalf of the  
27 CALIFORNIA CLASS sought does not relate exclusively to restitution  
28 because through this claim PLAINTIFF seek declaratory relief holding that

1 the DEFENDANTS' policy and practices constitute unfair competition,  
2 along with declaratory relief, injunctive relief, and incidental equitable  
3 relief as may be necessary to prevent and remedy the conduct declared to  
4 constitute unfair competition;

5 c. Common questions of law and fact exist as to the members of the CALIFORNIA  
6 CLASS, with respect to the practices and violations of California law as listed  
7 above, and predominate over any question affecting only individual  
8 CALIFORNIA CLASS Members, and a Class Action is superior to other available  
9 methods for the fair and efficient adjudication of the controversy, including  
10 consideration of:

11 i. The interests of the members of the CALIFORNIA CLASS in individually  
12 controlling the prosecution or defense of separate actions in that the  
13 substantial expense of individual actions will be avoided to recover the  
14 relatively small amount of economic losses sustained by the individual  
15 CALIFORNIA CLASS Members when compared to the substantial  
16 expense and burden of individual prosecution of this litigation;

17 ii. Class certification will obviate the need for unduly duplicative litigation  
18 that would create the risk of:

19 1. Inconsistent or varying adjudications with respect to individual  
20 members of the CALIFORNIA CLASS, which would establish  
21 incompatible standards of conduct for the DEFENDANTS; and/or;

22 2. Adjudications with respect to individual members of the  
23 CALIFORNIA CLASS would as a practical matter be dispositive  
24 of the interests of the other members not parties to the adjudication  
25 or substantially impair or impede their ability to protect their  
26 interests;

27 iii. In the context of wage litigation, because a substantial number of  
28 individual CALIFORNIA CLASS Members will avoid asserting their legal

1 rights out of fear of retaliation by DEFENDANTS, which may adversely  
2 affect an individual's job with DEFENDANTS or with a subsequent  
3 employer, the Class Action is the only means to assert their claims through  
4 a representative; and

5 iv. A class action is superior to other available methods for the fair and  
6 efficient adjudication of this litigation because class treatment will obviate  
7 the need for unduly and unnecessary duplicative litigation that is likely to  
8 result in the absence of certification of this action pursuant to Cal. Code of  
9 Civ. Proc. § 382.

10 34. The Court should permit this action to be maintained as a Class Action pursuant  
11 to Cal. Code of Civ. Proc. § 382 because:

- 12 a. The questions of law and fact common to the CALIFORNIA CLASS predominate  
13 over any question affecting only individual CALIFORNIA CLASS Members  
14 because the DEFENDANTS' employment practices are uniform and  
15 systematically applied with respect to the CALIFORNIA CLASS.
- 16 b. A Class Action is superior to any other available method for the fair and efficient  
17 adjudication of the claims of the members of the CALIFORNIA CLASS because  
18 in the context of employment litigation a substantial number of individual  
19 CALIFORNIA CLASS Members will avoid asserting their rights individually out  
20 of fear of retaliation or adverse impact on their employment;
- 21 c. The members of the CALIFORNIA CLASS are so numerous that it is impractical  
22 to bring all members of the CALIFORNIA CLASS before the Court;
- 23 d. PLAINTIFF, and the other CALIFORNIA CLASS Members, will not be able to  
24 obtain effective and economic legal redress unless the action is maintained as a  
25 Class Action;
- 26 e. There is a community of interest in obtaining appropriate legal and equitable relief  
27 for the acts of unfair competition, statutory violations and other improprieties, and  
28

1 in obtaining adequate compensation for the damages and injuries which  
2 DEFENDANTS' actions have inflicted upon the CALIFORNIA CLASS;

3 f. There is a community of interest in ensuring that the combined assets of  
4 DEFENDANTS are sufficient to adequately compensate the members of the  
5 CALIFORNIA CLASS for the injuries sustained;

6 g. DEFENDANTS have acted or refused to act on grounds generally applicable to  
7 the CALIFORNIA CLASS, thereby making final class-wide relief appropriate  
8 with respect to the CALIFORNIA CLASS as a whole;

9 h. The members of the CALIFORNIA CLASS are readily ascertainable from the  
10 business records of DEFENDANTS; and

11 i. Class treatment provides manageable judicial treatment calculated to bring an  
12 efficient and rapid conclusion to all litigation of all wage and hour related claims  
13 arising out of the conduct of DEFENDANTS as to the members of the  
14 CALIFORNIA CLASS.

15 35. DEFENDANTS maintain records from which the Court can ascertain and identify  
16 by job title each of DEFENDANTS' employees who as have been systematically, intentionally  
17 and uniformly subjected to DEFENDANTS' company policy, practices and procedures as herein  
18 alleged. PLAINTIFF will seek leave to amend the Complaint to include any additional job titles  
19 of similarly situated employees when they have been identified.

20 **THE CALIFORNIA LABOR SUB-CLASS**

21 36. PLAINTIFF further bring the Second, Third, Fourth, Fifth, Sixth, Seventh, and  
22 Eighth causes of Action on behalf of a California sub-class, defined as all members of the  
23 CALIFORNIA CLASS classified as non-exempt employees (the "CALIFORNIA LABOR SUB-  
24 CLASS") at any time during the period three (3) years prior to the filing of the original complaint  
25 and ending on the date as determined by the Court (the "CALIFORNIA LABOR SUB-CLASS  
26 PERIOD") pursuant to Cal. Code of Civ. Proc. § 382. The amount in controversy for the  
27 aggregate claim of CALIFORNIA LABOR SUB-CLASS Members is under five million dollars  
28 (\$5,000,000.00).

1           37. DEFENDANTS, as a matter of company policy, practice and procedure, and in  
2 violation of the applicable Labor Code, Industrial Welfare Commission (“IWC”) Wage Order  
3 requirements, and the applicable provisions of California law, intentionally, knowingly, and  
4 willfully, engaged in a practice whereby DEFENDANTS failed to correctly pay for the time  
5 worked by PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS, and  
6 other wages and premiums owed to these employees, even though DEFENDANTS enjoyed the  
7 benefit of this work, required employees to perform this work and permitted or suffered to permit  
8 this overtime work. DEFENDANTS have uniformly denied these CALIFORNIA LABOR SUB-  
9 CLASS Members wages to which these employees are entitled in order to unfairly cheat the  
10 competition and unlawfully profit. To the extent equitable tolling operates to toll claims by the  
11 CALIFORNIA LABOR SUB-CLASS against DEFENDANT, the CALIFORNIA LABOR SUB-  
12 CLASS PERIOD should be adjusted accordingly.

13           38. DEFENDANTS maintain records from which the Court can ascertain and identify  
14 by name and job title, each of DEFENDANTS’ employees who have been systematically,  
15 intentionally and uniformly subjected to DEFENDANT’S company policy, practices and  
16 procedures as herein alleged. PLAINTIFF will seek leave to amend the Complaint to include any  
17 additional job titles of similarly situated employees when they have been identified.

18           39. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all  
19 CALIFORNIA LABOR SUB-CLASS Members is impracticable

20           40. Common questions of law and fact exist as to members of the CALIFORNIA  
21 LABOR SUB-CLASS, including, but not limited, to the following:

- 22           a. Whether DEFENDANTS unlawfully failed to correctly calculate and pay  
23           compensation due to members of the CALIFORNIA LABOR SUB- CLASS for  
24           missed meal and rest breaks in violation of the California Labor Code and  
25           California regulations and the applicable California Wage Order;
- 26           b. Whether DEFENDANTS failed to provide PLAINTIFF and the other members of  
27           the CALIFORNIA LABOR SUB-CLASS with legally required uninterrupted  
28           thirty (30) minute meal breaks and rest periods;

- 1 c. Whether DEFENDANTS failed to provide PLAINTIFF and the other members of  
2 the CALIFORNIA LABOR SUB-CLASS with accurate itemized wage  
3 statements;
- 4 d. Whether DEFENDANTS unlawfully failed to pay the CALIFORNIA LABOR  
5 SUB-CLASS for all time worked in violation of the California Labor Code and  
6 California regulations and the applicable California Wage Order;
- 7 e. Whether the members of the CALIFORNIA LABOR SUB-CLASS are entitled to  
8 compensation for time worked, including overtime worked, under the overtime  
9 pay requirements of California law;
- 10 f. Whether DEFENDANTS have engaged in unfair competition by the above-listed  
11 conduct;
- 12 g. The proper measure of damages and penalties owed to the members of the  
13 CALIFORNIA LABOR SUB-CLASS; and
- 14 h. Whether DEFENDANTS' conduct was willful.
- 15 41. DEFENDANTS violated the rights of the CALIFORNIA LABOR SUB-CLASS  
16 under California law by:
- 17 a. Violating Cal. Lab. Code §§ 510, *et seq.*, by failing to correctly pay PLAINTIFF  
18 and the members of the CALIFORNIA LABOR SUB-CLASS all wages due for  
19 overtime worked, for which DEFENDANTS are liable pursuant to Cal. Lab. Code  
20 § 1194;
- 21 b. Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq.*, by failing to accurately  
22 pay PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS  
23 the correct minimum wage pay for which DEFENDANTS are liable pursuant to  
24 Cal. Lab. Code §§ 1194 and 1197;
- 25 c. Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide PLAINTIFF and  
26 the other members of the CALIFORNIA CLASS with all legally required off-duty,  
27 uninterrupted thirty (30) minute meal breaks and the legally required rest breaks;  
28

- 1 d. Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and the  
2 members of the CALIFORNIA LABOR SUB-CLASS with an accurate itemized  
3 statement in writing showing all accurate rates in effect during the pay period and  
4 the corresponding amount of time worked at each rate by the employee;
- 5 e. Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF and the  
6 CALIFORNIA CLASS members with necessary expenses incurred in the  
7 discharge of their job duties;
- 8 f. Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that when an  
9 employee is discharged or quits from employment, the employer must pay the  
10 employee all wages due without abatement, by failing to tender full payment  
11 and/or restitution of wages owed or in the manner required by California law to  
12 the members of the CALIFORNIA LABOR SUB-CLASS who have terminated  
13 their employment.

14 42. This Class Action meets the statutory prerequisites for the maintenance of a Class  
15 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 16 a. The persons who comprise the CALIFORNIA LABOR SUB-CLASS are so  
17 numerous that the joinder of all CALIFORNIA LABOR SUB-CLASS Members  
18 is impracticable and the disposition of their claims as a class will benefit the parties  
19 and the Court;
- 20 b. Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are  
21 raised in this Complaint are common to the CALIFORNIA LABOR SUB-CLASS  
22 and will apply uniformly to every member of the CALIFORNIA LABOR SUB-  
23 CLASS;
- 24 c. The claims of the representative PLAINTIFF are typical of the claims of each  
25 member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF, like all the  
26 other members of the CALIFORNIA LABORSUB-CLASS, was a non-exempt  
27 employee paid on an hourly basis who was subjected to the DEFENDANTS'  
28 practice and policy which failed to calculate the time worked and pay the correct

1 total amount of wages due to the CALIFORNIA LABOR SUB-CLASS.  
2 PLAINTIFF sustained economic injury as a result of DEFENDANTS'  
3 employment practices. PLAINTIFF and the members of the CALIFORNIA  
4 LABOR SUB-CLASS were and are similarly or identically harmed by the same  
5 unlawful, deceptive, unfair and pervasive pattern of misconduct engaged in by  
6 DEFENDANTS; and

- 7 d. The representative PLAINTIFF will fairly and adequately represent and protect  
8 the interest of the CALIFORNIA LABOR SUB-CLASS, and has retained counsel  
9 who are competent and experienced in Class Action litigation. There are no  
10 material conflicts between the claims of the representative PLAINTIFF and the  
11 members of the CALIFORNIA LABOR SUB-CLASS that would make class  
12 certification inappropriate. Counsel for the CALIFORNIA LABOR SUB-CLASS  
13 will vigorously assert the claims of all CALIFORNIA LABOR SUB-CLASS  
14 Members.

15 43. In addition to meeting the statutory prerequisites to a Class Action, this action is  
16 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- 17 a. Without class certification and determination of declaratory, injunctive, statutory  
18 and other legal questions within the class format, prosecution of separate actions  
19 by individual members of the CALIFORNIA LABOR SUB-CLASS will create  
20 the risk of:
- 21 i. Inconsistent or varying adjudications with respect to individual members  
22 of the CALIFORNIA LABOR SUB-CLASS which would establish  
23 incompatible standards of conduct for the parties opposing the  
24 CALIFORNIA LABOR SUB-CLASS; or
- 25 ii. Adjudication with respect to individual members of the CALIFORNIA  
26 LABOR SUB-CLASS which would as a practical matter be dispositive of  
27 interests of the other members not party to the adjudication or substantially  
28 impair or impede their ability to protect their interests.

- 1           b. The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted or  
2           refused to act on grounds generally applicable to the CALIFORNIA LABOR  
3           SUB-CLASS, making appropriate class-wide relief with respect to the  
4           CALIFORNIA LABOR SUB-CLASS as a whole in that DEFENDANT uniformly  
5           failed to pay all wages due for all time worked by the members of the  
6           CALIFORNIA LABOR SUB-CLASS as required by law;
- 7           c. Common questions of law and fact predominate as to the members of the  
8           CALIFORNIA LABOR SUB-CLASS, with respect to the practices and violations  
9           of California Law as listed above, and predominate over any question affecting  
10          only individual CALIFORNIA LABOR SUB-CLASS Members, and a Class  
11          Action is superior to other available methods for the fair and efficient adjudication  
12          of the controversy, including consideration of:
- 13               i. The interests of the members of the CALIFORNIA LABOR SUB-CLASS  
14               in individually controlling the prosecution or defense of separate actions in  
15               that the substantial expense of individual actions will be avoided to recover  
16               the relatively small amount of economic losses sustained by the individual  
17               CALIFORNIA LABOR SUB-CLASS Members when compared to the  
18               substantial expense and burden of individual prosecution of this litigation;
- 19               ii. Class certification will obviate the need for unduly duplicative litigation  
20               that would create the risk of:
- 21                     1. Inconsistent or varying adjudications with respect to individual  
22                     members of the CALIFORNIA LABOR SUB-CLASS, which  
23                     would establish incompatible standards of conduct for the  
24                     DEFENDANTS; and/or,
- 25                     2. Adjudications with respect to individual members of the  
26                     CALIFORNIA LABOR SUB-CLASS would as a practical matter  
27                     be dispositive of the interests of the other members not parties to  
28

1 the adjudication or substantially impair or impede their ability to  
2 protect their interests;

3 iii. In the context of wage litigation because a substantial number of individual  
4 CALIFORNIA LABOR SUB-CLASS Members will avoid asserting their  
5 legal rights out of fear of retaliation by DEFENDANTS, which may  
6 adversely affect an individual's job with DEFENDANTS or with a  
7 subsequent employer, the Class Action is the only means to assert their  
8 claims through a representative; and,

9 iv. A class action is superior to other available methods for the fair and  
10 efficient adjudication of this litigation because class treatment will obviate  
11 the need for unduly and unnecessary duplicative litigation that is likely to  
12 result in the absence of certification of this action pursuant to Cal. Code of  
13 Civ. Proc. § 382.

14 44. This Court should permit this action to be maintained as a Class Action pursuant  
15 to Cal. Code of Civ. Proc. § 382 because:

- 16 a. The questions of law and fact common to the CALIFORNIA LABOR SUB-  
17 CLASS predominate over any question affecting only individual CALIFORNIA  
18 LABOR SUB-CLASS Members;
- 19 b. A Class Action is superior to any other available method for the fair and efficient  
20 adjudication of the claims of the members of the CALIFORNIA LABOR SUB-  
21 CLASS because in the context of employment litigation a substantial number of  
22 individual CALIFORNIA LABOR SUB-CLASS Members will avoid asserting  
23 their rights individually out of fear of retaliation or adverse impact on their  
24 employment;
- 25 c. The members of the CALIFORNIA LABOR SUB-CLASS are so numerous that  
26 it is impractical to bring all members of the CALIFORNIA LABOR SUB-CLASS  
27 before the Court;
- 28

- 1 d. PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS Members, will  
2 not be able to obtain effective and economic legal redress unless the action is  
3 maintained as a Class Action;
- 4 e. There is a community of interest in obtaining appropriate legal and equitable relief  
5 for the acts of unfair competition, statutory violations and other improprieties, and  
6 in obtaining adequate compensation for the damages and injuries which  
7 DEFENDANTS' actions have inflicted upon the CALIFORNIA LABOR SUB-  
8 CLASS;
- 9 f. There is a community of interest in ensuring that the combined assets of  
10 DEFENDANTS are sufficient to adequately compensate the members of the  
11 CALIFORNIA LABOR SUB-CLASS for the injuries sustained;
- 12 g. DEFENDANTS have acted or refused to act on grounds generally applicable to  
13 the CALIFORNIA LABOR SUB-CLASS, thereby making final class-wide relief  
14 appropriate with respect to the CALIFORNIA LABOR SUB-CLASS as a whole;
- 15 h. The members of the CALIFORNIA LABOR SUB-CLASS are readily  
16 ascertainable from the business records of DEFENDANTS. The CALIFORNIA  
17 LABOR SUB-CLASS consists of all CALIFORNIA CLASS Members classified  
18 as non-exempt employees during the CALIFORNIA LABOR SUB-CLASS  
19 PERIOD; and
- 20 i. Class treatment provides manageable judicial treatment calculated to bring an  
21 efficient and rapid conclusion to all litigation of all wage and hour related claims  
22 arising out of the conduct of DEFENDANTS as to the members of the  
23 CALIFORNIA LABOR SUB-CLASS.

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1 **FIRST CAUSE OF ACTION**

2 **UNLAWFUL BUSINESS PRACTICES**

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

4 **(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all DEFENDANTS)**

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

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

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

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

21 48. By the conduct alleged herein, DEFENDANTS have engaged and continues to  
22 engage in a business practice which violates California law, including but not limited to, the  
23 applicable Wage Order(s), the California Code of Regulations and the California Labor Code  
24 including Sections 201, 202, 203, 204, 206.5, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198,  
25 and 2802 for which this Court should issue declaratory and other equitable relief pursuant to Cal.  
26 Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to  
27 constitute unfair competition, including restitution of wages wrongfully withheld.

28 49. By the conduct alleged herein, DEFENDANTS’ practices were unlawful and  
unfair in that these practices violated public policy, were immoral, unethical, oppressive  
unscrupulous or substantially injurious to employees, and were without valid justification or  
utility for which this Court should issue equitable and injunctive relief pursuant to Section 17203

1 of the California Business & Professions Code, including restitution of wages wrongfully  
2 withheld.

3 50. By the conduct alleged herein, DEFENDANTS' practices were deceptive and  
4 fraudulent in that DEFENDANTS' uniform policy and practice failed to pay PLAINTIFF, and  
5 other members of the CALIFORNIA CLASS, wages due, failed to accurately to record the time  
6 worked, and failed to reimburse for expenses due to a systematic practice that cannot be justified,  
7 pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission requirements in  
8 violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should issue injunctive  
9 and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of wages  
10 wrongfully withheld.

11 51. By the conduct alleged herein, DEFENDANTS' practices were also unlawful,  
12 unfair and deceptive in that DEFENDANTS' employment practices caused PLAINTIFF and the  
13 other members of the CALIFORNIA CLASS to be underpaid during their employment with  
14 DEFENDANTS.

15 52. By the conduct alleged herein, DEFENDANTS' practices were also unfair and  
16 deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to provide  
17 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members.

18 53. Therefore, PLAINTIFF demands on behalf of himself and on behalf of each  
19 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal  
20 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for  
21 each workday in which a second off-duty meal period was not timely provided for each ten (10)  
22 hours of work.

23 54. PLAINTIFF further demands on behalf of himself and on behalf of each  
24 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was  
25 not timely provided as required by law.

26 55. By and through the unlawful and unfair business practices described herein,  
27 DEFENDANTS have obtained valuable property, money and services from PLAINTIFF and the  
28 other members of the CALIFORNIA CLASS, including earned wages, and has deprived them of

1 valuable rights and benefits guaranteed by law and contract, all to the detriment of these  
2 employees and to the benefit of DEFENDANTS so as to allow DEFENDANT to unfairly compete  
3 against competitors who comply with the law.

4 56. All the acts described herein as violations of, among other things, the Industrial  
5 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor  
6 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive and  
7 unscrupulous, were deceptive, and thereby constitute unlawful, unfair and deceptive business  
8 practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

9 57. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,  
10 and do, seek such relief as may be necessary to restore to them the money and property which  
11 DEFENDANTS have acquired, or of which PLAINTIFF and the other members of the  
12 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair  
13 business practices, including earned but unpaid wages.

14 58. PLAINTIFF and the other members of the CALIFORNIA CLASS are further  
15 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair  
16 and deceptive, and that injunctive relief should be issued restraining DEFENDANTS from  
17 engaging in any unlawful and unfair business practices in the future.

18 59. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,  
19 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of  
20 DEFENDANTS. Further, the practices herein alleged presently continue to occur unabated. As a  
21 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other  
22 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal  
23 and economic harm unless DEFENDANTS are restrained from continuing to engage in these  
24 unlawful and unfair business practices.

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**SECOND CAUSE OF ACTION**

**FAILURE TO PAY MINIMUM WAGES  
(Cal. Lab. Code §§ 1194, 1197 and 1197.1)**

**(Alleged By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS against ALL  
DEFENDANTS)**

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

61. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS bring a claim for DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial Welfare Commission requirements for DEFENDANTS' failure to accurately calculate and pay minimum wages to PLAINTIFF and CALIFORNIA CLASS Members.

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

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

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

65. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct amount of time they work. As set forth herein, DEFENDANT'S uniform policy and practice was to unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS.

66. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of implementing a uniform policy and practice that denies accurate compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS in regards to minimum wage pay.

1           67. In committing these violations of the California Labor Code, DEFENDANTS  
2 inaccurately calculated the correct time worked and consequently underpaid the actual time  
3 worked by PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS.  
4 DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages, and other  
5 benefits in violation of the California Labor Code, the Industrial Welfare Commission  
6 requirements and other applicable laws and regulations.

7           68. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,  
8 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did not receive  
9 the correct minimum wage compensation for their time worked for DEFENDANTS.

10           69. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the  
11 other members of the CALIFORNIA LABOR SUB-CLASS were paid less for time worked than  
12 they were entitled to, constituting a failure to pay all earned wages.

13           70. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned  
14 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS  
15 for the true time they worked, PLAINTIFF and the other members of the CALIFORNIA LABOR  
16 SUB-CLASS have suffered and will continue to suffer an economic injury in amounts which are  
17 presently unknown to them and which will be ascertained according to proof at trial.

18           71. DEFENDANTS knew or should have known that PLAINTIFF and the other  
19 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for their time  
20 worked. DEFENDANTS systematically elected, either through intentional malfeasance or gross  
21 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice  
22 and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay  
23 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS the correct  
24 minimum wages for their time worked.

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

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

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

### 14 **THIRD CAUSE OF ACTION**

#### 15 **FAILURE TO PAY OVERTIME COMPENSATION** 16 **(Cal. Lab. Code §§ 204, 510, 1194 and 1198)**

17 **(Alleged By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS against ALL**  
18 **DEFENDANTS)**

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

22 75. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS  
23 bring a claim for DEFENDANTS' willful and intentional violations of the California Labor Code  
24 and the Industrial Welfare Commission requirements for DEFENDANTS' failure to for all  
25 overtime worked by PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS  
26 and DEFENDANTS' failure to properly compensate the members of the CALIFORNIA LABOR  
27 SUB-CLASS for overtime worked, including, work performed in excess of eight (8) hours in a  
28 workday and/or forty (40) hours in any workweek.

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

3           77. Cal. Lab. Code § 510 further provides that employees in California shall not be  
4 employed more than eight (8) hours per workday and/or more than forty (40) hours per workweek  
5 unless they receive additional compensation beyond their regular wages in amount specified by  
6 law.

7           78. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,  
8 including overtime compensation and interest thereon, together with the costs of suit. Cal. Lab.  
9 Code § 1198 further states that the employment of an employee for longer hours than those fixed  
10 by the Industrial Welfare Commission is unlawful.

11           79. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF and  
12 the other members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct  
13 amount of time worked. As set forth herein, DEFENDANTS' uniform policy and practice was to  
14 unlawfully and intentionally deny timely payment of wages due for the overtime worked by  
15 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS, and  
16 DEFENDANTS in fact failed to pay these employees the correct applicable overtime wages for  
all overtime worked.

17           80. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,  
18 without limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result  
19 of implementing a uniform policy and practice that denied accurate compensation to PLAINTIFF  
20 and the other members of the CALIFORNIA LABOR SUB-CLASS for all overtime worked,  
21 including, the work performed in excess of eight (8) hours in a workday and/or forty (40) hours  
22 in any workweek.

23           81. In committing these violations of the California Labor Code, DEFENDANTS  
24 inaccurately calculated the amount of overtime worked and the applicable overtime rates and  
25 consequently underpaid the actual time worked by PLAINTIFF and other members of the  
26 CALIFORNIA LABOR SUB-CLASS. DEFENDANTS acted in an illegal attempt to avoid the  
27 payment of all earned wages, and other benefits in violation of the California Labor Code, the  
28 Industrial Welfare Commission requirements and other applicable laws and regulations.

1           82. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,  
2 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did not receive  
3 full compensation for all overtime worked.

4           83. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from  
5 the overtime requirements of the law. None of these exemptions are applicable to PLAINTIFF  
6 and the other members of the CALIFORNIA LABOR SUB-CLASS. Further PLAINTIFF and the  
7 other members of the CALIFORNIA LABOR SUB-CLASS are not subject to a valid collective  
8 bargaining agreement that would preclude the causes of action contained herein this Complaint.  
9 Rather, PLAINTIFF brings this Action on behalf of himself and the CALIFORNIA LABOR  
10 SUB-CLASS based on DEFENDANTS' violations of non-negotiable, non-waivable rights  
11 provided by the State of California.

12           84. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the  
13 other members of the CALIFORNIA LABOR SUB-CLASS were paid less for time worked than  
14 they were entitled to, constituting a failure to pay all earned wages.

15           85. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of the  
16 CALIFORNIA LABOR SUB-CLASS overtime wages for the time they worked which was in  
17 excess of the maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194 &  
18 1198, even though PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-  
19 CLASS were required to work, and did in fact work, overtime as to which DEFENDANT failed  
20 to accurately record and pay using the applicable overtime rate as evidenced by DEFENDANT'S  
21 business records and witnessed by employees.

22           86. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned  
23 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS  
24 for the true time they worked, PLAINTIFF and the other members of the CALIFORNIA LABOR  
25 SUB-CLASS have suffered and will continue to suffer an economic injury in amounts which are  
26 presently unknown to them and which will be ascertained according to proof at trial.

27           87. DEFENDANTS knew or should have known that PLAINTIFF and the other  
28 members of the CALIFORNIA LABOR SUB-CLASS are under compensated for their overtime  
worked. DEFENDANTS systematically elected, either through intentional malfeasance or gross  
nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice

1 and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay  
2 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS the applicable  
3 overtime rate.

4 88. In performing the acts and practices herein alleged in violation of California labor  
5 laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for  
6 all time worked and provide them with the requisite overtime compensation, DEFENDANTS  
7 acted and continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and  
8 the other members of the CALIFORNIA LABOR SUB-CLASS with a conscious and utter  
9 disregard for their legal rights, or the consequences to them, and with the despicable intent of  
10 depriving them of their property and legal rights, and otherwise causing them injury in order to  
11 increase company profits at the expense of these employees.

12 89. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS  
13 therefore request recovery of all unpaid wages, including overtime wages, according to proof,  
14 interest, statutory costs, as well as the assessment of any statutory penalties against  
15 DEFENDANTS, in a sum as provided by the California Labor Code and/or other applicable  
16 statutes. To the extent overtime compensation is determined to be owed to the CALIFORNIA  
17 LABOR SUB-CLASS Members who have terminated their employment, DEFENDANTS'  
18 conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be  
19 entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein  
20 on behalf of these CALIFORNIA LABOR SUB-CLASS Members. DEFENDANTS' conduct as  
21 alleged herein was willful, intentional and not in good faith. Further, PLAINTIFF and other  
22 CALIFORNIA LABOR SUB-CLASS Members are entitled to seek and recover statutory costs.

#### 23 **FOURTH CAUSE OF ACTION**

##### 24 **FAILURE TO PROVIDE REQUIRED MEAL PERIODS**

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

26 **(Alleged by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and against all**  
27 **DEFENDANTS)**

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

1           91. During the CALIFORNIA CLASS PERIOD, DEFENDANT failed to provide all  
2 the legally required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA LABOR  
3 SUB-CLASS Members as required by the applicable Wage Order and Labor Code. The nature of  
4 the work performed by PLAINTIFF and CALIFORNIA LABOR SUB-CLASS MEMBERS did  
5 not prevent these employees from being relieved of all of their duties for the legally required off-  
6 duty meal periods. As a result of their rigorous work schedules, PLAINTIFF and other  
7 CALIFORNIA LABOR SUB-CLASS Members were often not fully relieved of duty by  
8 DEFENDANTS for their meal periods. Additionally, DEFENDANTS' failure to provide  
9 PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS Members with legally required meal  
10 breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANTS' business records.  
11 As a result, PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS  
12 therefore forfeited meal breaks without additional compensation and in accordance with  
13 DEFENDANTS' strict corporate policy and practice.

14           92. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable  
15 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR SUB-  
16 CLASS Members who were not provided a meal period, in accordance with the applicable Wage  
17 Order, one additional hour of compensation at each employee's regular rate of pay for each  
18 workday that a meal period was not provided.

19           93. As a proximate result of the aforementioned violations, PLAINTIFF and  
20 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according to  
21 proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

22                           **FIFTH CAUSE OF ACTION**

23                           **FAILURE TO PROVIDE REQUIRED REST PERIODS**

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

25                           **(Alleged by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and against all**  
26                           **DEFENDANTS)**

27           94. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,  
28 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of  
this Complaint.

1           95.     PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were  
2 required to work in excess of four (4) hours without being provided ten (10) minute rest periods.  
3 Further, these employees were denied their first rest periods of at least ten (10) minutes for some  
4 shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10)  
5 minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and  
6 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more.  
7 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were also not provided  
8 with one hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF  
9 and other CALIFORNIA LABOR SUB-CLASS Members were periodically denied their proper  
10 rest periods by DEFENDANTS and DEFENDANTS' managers. When DEFENDANTS provided  
11 PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS Members with rest break, they  
12 required PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS Members to stay on  
13 DEFENDANTS' premises for those rest breaks.

14           96.     DEFENDANTS further violated California Labor Code §§ 226.7 and the  
15 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR  
16 SUB-CLASS Members who were not provided a rest period, in accordance with the applicable  
17 Wage Order, one additional hour of compensation at each employee's regular rate of pay for each  
18 workday that rest period was not provided.

19           97.     As a proximate result of the aforementioned violations, PLAINTIFF and  
20 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according to  
21 proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

22                           **SIXTH CAUSE OF ACTION**

23                           **FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS**

24                           **(Cal. Lab. Code §§ 226 and 226.2)**

25                           **(Alleged by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and against all**  
26                           **DEFENDANTS)**

27           98.     PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,  
28 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of  
this Complaint.

1           99.     Cal. Labor Code § 226 provides that an employer must furnish employees with an  
2 “accurate itemized” statement in writing showing:

- 3           a.   Gross wages earned;
- 4           b.   Total hours worked by the employee, except for any employee whose  
5                compensation is solely based on a salary and who is exempt from payment of  
6                overtime under subdivision (a) of Section 515 or any applicable order of the  
7                Industrial Welfare Commission;
- 8           c.   The number of piece rate units earned and any applicable piece rate if the employee  
9                is paid on a piece-rate basis;
- 10          d.   All deductions, provided that all deductions made on written orders of the  
11                employee may be aggregated and shown as one item;
- 12          e.   Net wages earned;
- 13          f.   The inclusive dates of the period for which the employee is paid;
- 14          g.   The name of the employee and his or her social security number, except that by  
15                January 1, 2008, only the last four digits of his or her social security number or an  
16                employee identification number other than a social security number may be shown  
17                on the itemized statement;
- 18          h.   The name and address of the legal entity that is the employer; and
- 19          i.   All applicable hourly rates in effect during the pay period and the corresponding  
20                number of hours worked at each hourly rate by the employee.

21           100.   When DEFENDANTS did not accurately record PLAINTIFF’S and other  
22 CALIFORNIA CLASS Members’ wages, including overtime wages, owed, DEFENDANTS also  
23 failed to provide PLAINTIFF and the other members of the CALIFORNIA CLASS with complete  
24 and accurate wage statements which failed to show, among other things, the correct number of  
25 hours worked, missed meal and rest periods, owed to PLAINTIFF and other CALIFORNIA  
26 CLASS Members. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or  
27 her employees with an accurate itemized wage statement in writing showing, among other things,  
28 gross wages earned and all applicable hourly rates in effect during the pay period and the

1 corresponding amount of time worked at each hourly rate. Aside from the violations listed above  
2 in this paragraph, DEFENDANTS failed to issue to PLAINTIFF an itemized wage statement that  
3 lists all the requirements under California Labor Code 226 *et seq.* Further, DEFENDANTS from  
4 time to time failed to issue an itemized wage statement to PLAINTIFF and other members of the  
5 CALIFORNIA CLASS that included the total hours worked and/or the applicable hourly rates in  
6 effect during the pay period and the corresponding number of hours worked at each hourly rate  
7 by PLAINTIFF and other members of the CALIFORNIA CLASS. As a result, from time to time  
8 DEFENDANTS provided PLAINTIFF and the other members of the CALIFORNIA CLASS with  
9 wage statements which violated Cal. Lab. Code § 226.

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

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**SEVENTH CAUSE OF ACTION**

**FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRES EXPENSES**

**(Cal. Lab. Code §§ 2802)**

**(Alleged by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and against all  
DEFENDANTS)**

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

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

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

104. At all relevant times herein, DEFENDANTS violated Cal. Lab. Code § 2802, by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for required expenses incurred in the discharge of their job duties for DEFENDANT's benefit. DEFENDANTS failed to reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for expenses which included, but were not limited to, costs related to using their personal cellular phones all on behalf of and for the benefit of DEFENDANTS. Specifically, PLAINTIFF and other CALIFORNIA CLASS Members were required by DEFENDANTS to use their personal cell phones for work related issues. DEFENDANTS' uniform policy, practice and procedure was to not reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for expenses resulting from using their personal cellular phones for DEFENDANTS within the course and scope of their employment for DEFENDANTS. These expenses were necessary to complete their principal job duties. DEFENDANTS is estopped by DEFENDANTS' conduct to assert any waiver of this expectation. Although these expenses were necessary expenses incurred by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members, DEFENDANTS failed to indemnify and reimburse PLAINTIFFS and the CALIFORNIA

LABOR SUB-CLASS members for these expenses as an employer is required to do under the laws and regulations of California.

105. PLAINTIFF therefore demands reimbursement for expenditures or losses incurred by them and the CALIFORNIA LABOR SUB-CLASS members in the discharge of their job duties for DEFENDANTS, or their obedience to the directions of DEFENDANTS, with interest at the statutory rate and costs under Cal. Lab. Code § 2802.

**EIGHTH CAUSE OF ACTION**  
**FAILURE TO PAY WAGES WHEN DUE**  
**(Cal. Lab. Code §§201, 202, 203)**

**(Alleged by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and against all DEFENDANTS)**

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

107. Cal. Lab. Code § 200 provides that:

As used in this article:(a) "Wages" includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, Commission basis, or other method of calculation. (b) "Labor" includes labor, work, or service whether rendered or performed under contract, subcontract, partnership, station plan, or other agreement if the labor to be paid for is performed personally by the person demanding payment.

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

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

If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. 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

1 mailing shall constitute the date of payment for purposes of the requirement to  
2 provide payment within 72 hours of the notice of quitting.

3 110. There was no definite term in PLAINTIFF's or any CALIFORNIA LABOR SUB-  
4 CLASS Members' employment contract.

5 111. Cal. Lab. Code § 203 provides:

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

11 112. The employment of PLAINTIFF and many CALIFORNIA LABOR SUB-CLASS  
12 Members terminated and DEFENDANTS have not tendered payment of wages, to these  
13 employees who missed meal and rest breaks, as required by law.

14 113. Therefore, as provided by Cal Lab. Code § 203, on behalf of himself and the  
15 members of the CALIFORNIA LABOR SUB-CLASS whose employment has, PLAINTIFF  
16 demands up to thirty days of pay as penalty for not paying all wages due at time of termination  
17 for all employees who terminated employment during the CALIFORNIA LABOR SUB-CLASS  
18 PERIOD, and demands an accounting and payment of all wages due, plus interest and statutory  
19 costs as allowed by law.

### 20 **PRAYER FOR RELIEF**

21 WHEREFORE, PLAINTIFF pray for a judgment against each DEFENDANTS, jointly  
22 and severally, as follows:

23 1. On behalf of the CALIFORNIA CLASS:

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

1 for restitution of the sums incidental to DEFENDANTS' violations due to  
2 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

3 2. On behalf of the CALIFORNIA LABOR SUB-CLASS:

- 4 a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth  
5 Causes of Action asserted by the CALIFORNIA LABOR SUB-CLASS as a class  
6 action pursuant to Cal. Code of Civ. Proc. § 382;
- 7 b. Compensatory damages, according to proof at trial, including compensatory  
8 damages for minimum wages, overtime wages, unreimbursed expenses, and other  
9 compensation due to PLAINTIFF and the other members of the CALIFORNIA  
10 LABOR SUB-CLASS, during the applicable CALIFORNIA LABOR SUB-  
11 CLASS PERIOD plus interest thereon at the statutory rate;
- 12 c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and  
13 the applicable IWC Wage Order;
- 14 d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in  
15 which a violation occurs and one hundred dollars (\$100) per member of the  
16 CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay  
17 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and  
18 an award of costs for violation of Cal. Lab. Code § 226; and,
- 19 e. The wages of all terminated employees from the CALIFORNIA LABOR SUB-  
20 CLASS as a penalty from the due date thereof at the same rate until paid or until an  
21 action therefore is commenced, in accordance with Cal. Lab. Code § 203.

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1 3. On all claims:

- 2 a. An award of interest, including prejudgment interest at the legal rate;
- 3 b. Such other and further relief as the Court deems just and equitable; and
- 4 c. An award of penalties, attorneys' fees and costs of suit, as allowable under the law,
- 5 including, but not limited to, pursuant to Labor Code § 218.5, § 226, §1194, §1197
- 6 and/or §2802.

7

8 DATED: \_\_\_\_\_, 2021

9

10 **ZAKAY LAW GROUP, APLC**

11 By: \_\_\_\_\_

12 Shani O. Zakay  
13 Attorney for Plaintiffs

14 **DEMAND FOR A JURY TRIAL**

15

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

17 DATED: \_\_\_\_\_, 2021

18 **ZAKAY LAW GROUP, APLC**

19

20 By: \_\_\_\_\_

21

22 Shani O. Zakay  
23 Attorney for Plaintiffs

# **EXHIBIT 2**

**[Administrator Notice]**

You have been identified as a person employed by Genesis Private Security, Inc. and/or Atlas Private Security, Inc. ("Defendants") in a non-exempt position in California between May 10, 2020 and April 14, 2023 ("Aggrieved Employee").

You are receiving this payment because of a lawsuit brought by a former California employee, Michael Harrington ("Plaintiff") against Defendants for civil penalties pursuant to the Private Attorneys General Act, Labor Code § 2698 et seq. ("PAGA"). Plaintiff claimed that Defendants failed to maintain business records. Plaintiff also claimed that he and other employees were not provided legally compliant meal and rest periods, not properly paid minimum, regular and overtime wages and separately compensate rest breaks at the regular rate of pay, not provided with accurate wage statements, not reimbursed for personally incurred business expenses, and not timely paid final wages. Plaintiff is solely seeking civil penalties on behalf of the California Labor and Workforce Development Agency ("LWDA") and other aggrieved employees under the PAGA, such that 75% of the penalties collected will be paid to the LWDA.

Defendants denied and continue to deny Plaintiff's allegations and dispute all of Plaintiff's claims and maintain they were in compliance with the California Labor Code at all times. The Lawsuit was litigated and following an investigation and a mediation before a third-party mediator, the Parties reached a settlement which takes into account the uncertainties, challenges and risks of proceeding with litigation.

The Alameda Superior Court approved the settlement on \_\_\_\_\_, 2023 and has determined that the settlement is fair and reasonable. The Court has not made a determination about Plaintiff's allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim. The payment which accompanies this notice represents a pro rata share of the settlement, calculated by taking the number of pay periods you worked during the time period from May 10, 2020, to April 14, 2023, and dividing that by the total number of pay periods worked by all Aggrieved Employees during that time period.

The Court-approved settlement contains the following release of claims, to which you are bound: Plaintiff, all Aggrieved Employees, and the State of California shall be deemed to have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties (defined as Genesis Private Security, Inc. and Atlas Private Security, Inc. and their subsidiaries, parents, affiliates, agents, employees, successors, assigns, officers, officials, directors, attorneys, and representatives, from the Released PAGA Claims (defined as all claims for civil penalties arising under PAGA that were alleged or could reasonably have been alleged based on the facts in the operative complaint and/or Plaintiff's LWDA Notice which occurred during the PAGA Period) that arose during the Release Period (May 10, 2020 and April 14, 2023).

This payment is taxable income for federal, state, and local tax purposes and may be reported to the appropriate taxing authorities. You may be required to make additional tax payments. Please consult a tax advisor to determine your individual tax payment and reporting situation. You will be mailed appropriate tax forms in January 2024. Please notify us of any address changes so that any necessary tax forms can be mailed to your most current address.

If you have any questions about your award, please contact the **[insert administrator information]**.

# **EXHIBIT 2**



May 10, 2021

**Via Online Filing to LWDA and Certified Mail to Defendants**

**Labor and Workforce Development Agency**

Online Filing

|                                                                                                                                                                                                                          |                                                                                                                                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Labor & Workforce Development Agency<br>Attn. PAGA Administrator<br>1515 Clay Street, Ste. 801<br>Oakland, CA 94612<br>PAGA@dir.ca.gov<br><b><i>Via Online Submission</i></b>                                            | <b>Atlas Private Security, Inc.</b><br>Kaye Franklin Foster<br>1735 N. 1 <sup>st</sup> Street, Suite 104<br>San Jose, CA 95112<br><b><i>Via Certified Mail with Return Receipt No.<br/>7021 0350 0001 8165 1828</i></b> |
| <b>Genesis Private Security, Inc.</b><br>c/o Chris De Guzman<br>1735 N. 1 <sup>st</sup> Street, Suite 104<br>San Jose, CA 95112<br><b><i>Via Certified Mail with Return Receipt No.<br/>7021 0350 0001 8165 1866</i></b> |                                                                                                                                                                                                                         |

**Re: Notice of Violations of California Labor Code Sections §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2802, and 2804 Applicable Industrial Welfare Commission Wage Orders, and Pursuant to California Labor Code Section 2699.3.**

Dear Sir/Madam:

Our offices represent Plaintiff Michael Harrington (“Plaintiff”), and other aggrieved employees in a proposed lawsuit against Genesis Private Security, Inc. (fka Atlas Private Security, Inc), and Atlas Private Security, Inc. (Hereinafter referred to as “Defendants”). Plaintiff was employed by Defendants in California between July 2020 to September of 2020. Plaintiff was paid on an hourly basis and entitled to legally required meal and rest periods. At all times during his employment, Defendants failed to, among other things, provide Plaintiff, and all those similarly situated, with all legally mandated off-duty meal and rest periods, with payment of all minimum wages and overtime wages owed, and with accurate wage statements.

As a consequence, Plaintiff contends that Defendants failed to fully compensate him, and other aggrieved employees, for all earned wages and failed to provide accurate wage statements. Accordingly, Plaintiff contends that Defendants’ conduct violated Labor Code sections §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5,

1194, 1197, 1197.1, 1198, 1199, 2802, and 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 and exempt employees who worked for either or both Defendants during the relevant claim period.**

A true and correct copy of the proposed Complaint for the class action 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 Defendants. 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. The class action lawsuit consists of a class of other aggrieved employees. As class counsel, our intention is to vigorously prosecute the class wide claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Act of 2004 on behalf of Plaintiffs and all aggrieved California employees and Class Members

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

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Attorneys for Plaintiffs

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

MICHAEL HARRINGTON, on behalf of  
himself and on behalf of all persons similarly  
situated,

Plaintiff,

v.

GENESIS PRIVATE SECURITY, INC (fka.  
ATLAS PRIVATE SECURITY, INC), a  
California Corporation; ATLAS PRIVATE  
SECURITY, INC, ATLAS PRIVATE  
SECURITY, INC., a California Corporation;  
and DOES 1-50, Inclusive,

Defendant.

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;
- 6) FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE §§226 and 226.2;
- 7) FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
- 8) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203.

**DEMAND FOR A JURY TRIAL**

1 Plaintiff Michael Harrington an individual, (“PLAINTIFF”), on behalf of himself, and all  
2 other similarly situated current and former employees, allege on information and belief, except  
3 for their own acts and knowledge which are based on personal knowledge, the following:

4 **PRELIMINARY ALLEGATIONS**

5 1. Defendant GENESIS PRIVATE SECURITY, INC. (“DEFENDANT GENESIS”) is a California Corporation and at all relevant times mentioned herein conducted and continues to  
6 conduct substantial and regular business throughout California. Defendant ATLAS PRIVATE  
7 SECURITY, INC. (“DEFENDANT ATLAS”) is a California Corporation and at all relevant  
8 times mentioned herein conducted and continues to conduct substantial and regular business  
9 throughout California. DEFENDANT GENESIS and DEFENDANT ATLAS are collectively  
10 referred to herein as “DEFENDANT” or “DEFENDANTS.”

11 2. DEFENDANT GENESIS and DEFENDANT ATLAS were the joint employers of  
12 PLAINTIFF as evidenced by the contracts signed and by the company the PLAINTIFF performed  
13 work for respectively, and are therefore jointly responsible as employers for the conduct alleged  
14 herein and collectively referred to herein as “DEFENDANTS”.

15 3. DEFENDANT provides private security services throughout the State of  
16 California, including the Fremont, California location where PLAINTIFF worked.

17 4. PLAINTIFF was employed by DEFENDANT in California as a non-exempt  
18 employee entitled to minimum wages, overtime pay and meal and rest periods from July 2020 to  
19 September 2020.

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

27 6. PLAINTIFF brings this Class Action on behalf of himself and a CALIFORNIA  
28 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during

1 the CALIFORNIA CLASS PERIOD caused by DEFENDANT’S uniform policy and practice  
2 which failed to lawfully compensate these employees for all their time worked. DEFENDANT’S  
3 uniform policy and practice alleged herein is an unlawful, unfair and deceptive business practice  
4 whereby DEFENDANTS retained and continues to retain wages due to PLAINTIFF and the other  
5 members of the CALIFORNIA CLASS. PLAINTIFF and the other members of the  
6 CALIFORNIA CLASS seek an injunction enjoining such conduct by DEFENDANTS in the  
7 future, relief for the named PLAINTIFF and the other members of the CALIFORNIA CLASS  
8 who have been economically injured by DEFENDANT’S past and current unlawful conduct, and  
9 all other appropriate legal and equitable relief.

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

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

## **THE CONDUCT**

9. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were required to pay PLAINTIFF and the 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, DEFENDANTS required PLAINTIFF and CALIFORNIA CLASS Members to work without paying them for all the time they were under DEFENDANT'S control. Specifically, DEFENDANTS required PLAINTIFFS to work while clocked out during what was supposed to be PLAINTIFF'S off-duty meal break. PLAINTIFF were often interrupted by work assignments. Indeed there were many days where PLAINTIFF did not even receive a partial lunch. As a result, the PLAINTIFF and other CALIFORNIA CLASS Members forfeited minimum wage and overtime compensation by regularly working without their time being accurately recorded and without compensation at the applicable minimum wage and overtime rates. DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA CLASS Members for all time worked is evidenced by DEFENDANT'S business records.

10. During the CALIFORNIA CLASS PERIOD, DEFENDANTS did not have in place an immutable timekeeping system to accurately record and pay PLAINTIFFS and other CALIFORNIA CLASS Members for the actual time these employees worked each day, including overtime hours. As a result DEFENDANTS were able to and did in fact unlawfully, and unilaterally alter the time recorded in DEFENDANTS' timekeeping system for PLAINTIFFS and the members of the CALIFORNIA CLASS in order to avoid paying these employees the applicable overtime compensation for overtime worked and to avoid paying these employees for missed meal breaks. As a result, PLAINTIFFS and other CALIFORNIA CLASS Members, from time to time, forfeited time worked by working without their time being accurately recorded and without compensation at the applicable rates.

11. The mutability of the timekeeping system also allowed DEFENDANTS to alter employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANTS' timekeeping system so as to create the appearance that PLAINTIFFS and other CALIFORNIA

1 CLASS Members clocked out for a thirty (30) minute meal break when in fact the employees  
2 were not at all times provided an off-duty meal break. This practice is a direct result of  
3 DEFENDANTS' uniform policy and practice of denying employees uninterrupted thirty (30)  
4 minute off-duty meal breaks each day or otherwise compensate them for missed meal breaks.

5 12. DEFENDANTS consistently required PLAINTIFF and CALIFORNIA CLASS  
6 Members to work off the clock without paying them for all the time they were under  
7 DEFENDANTS' control performing pre-shift and post-shift duties. Before PLAINTIFF and  
8 CALIFORNIA CLASS Members' "scheduled" start times, PLAINTIFF and CALIFORNIA  
9 CLASS Members performed work for DEFENDANTS, but that work was rounded out and  
10 PLAINTIFF and CALIFORNIA CLASS Members did not receive compensation for that time.

11 13. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA  
12 CLASS Members were also from time to time unable to take off duty meal breaks and were not  
13 fully relieved of duty for meal periods. Specifically, PLAINTIFF and CALIFORNIA CLASS  
14 Members were from time to time interrupted during their off-duty meal breaks to complete tasks  
15 for DEFENDANTS. PLAINTIFF and other CALIFORNIA CLASS Members were required to  
16 perform work as ordered by DEFENDANTS for more than five (5) hours during a shift without  
17 receiving an off-duty meal break. Further, DEFENDANTS failed to provide PLAINTIFF and  
18 CALIFORNIA CLASS Members with a second off-duty meal period each workday in which  
19 these employees were required by DEFENDANTS to work ten (10) hours of work.  
20 DEFENDANTS' policy caused PLAINTIFF and other CALIFORNIA CLASS Members to  
21 remain on-call and on-duty during what was supposed to be their off-duty meal periods.  
22 PLAINTIFF and the other CALIFORNIA CLASS Members therefore forfeited meal breaks  
23 without additional compensation and in accordance with DEFENDANTS' strict corporate policy  
24 and practice.

25 14. During the CALIFORNIA CLASS PERIOD, from time to time, PLAINTIFF and  
26 other CALIFORNIA CLASS Members were also required to work in excess of four (4) hours  
27 without being provided ten (10) minute rest periods. Further, these employees were denied their  
28 first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4)

1 hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between  
2 six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for  
3 some shifts worked of ten (10) hours or more. When they did have an opportunity to take their  
4 rest breaks, PLAINTIFF and the CALIFORNIA CLASS Members were often interrupted and  
5 required by DEFENDANTS to work during their rest breaks. When they did have an opportunity  
6 to take their rest breaks, PLAINTIFF and the CALIFORNIA CLASS Members were required to  
7 on-duty and on-call and subject to DEFENDANTS' control in accordance with DEFENDANTS'  
8 policy. PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one  
9 hour wages in lieu thereof. DEFENDANTS' policy caused PLAINTIFF and other CALIFORNIA  
10 CLASS Members to remain on-call and on-duty during what was supposed to be their off-duty  
11 rest periods. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA  
12 CLASS Members were periodically denied their proper rest periods by DEFENDANTS and  
13 DEFENDANTS' managers.

14 15. Under California law, every employer shall pay to each employee, on the  
15 established payday for the period involved, not less than the applicable minimum wage for all  
16 hours worked in the payroll period, whether the remuneration is measured by time, piece,  
17 commission, or otherwise. Hours worked is defined in the applicable Wage Order as "the time  
18 during which an employee is subject to the control of an employer and includes all the time the  
19 employee is suffered or permitted to work, whether or not required to do so." PLAINTIFF and  
20 other CALIFORNIA CLASS Members were from time to time required to perform work for  
21 DEFENDANTS before and after their scheduled shifts, as well as during their off-duty meal  
22 breaks. DEFENDANTS failed to compensate PLAINTIFF and other CALIFORNIA CLASS  
23 Members for any of the time spent under DEFENDANTS' control while working off-the-clock.  
24 As such, DEFENDANTS failed to pay PLAINTIFF and other CALIFORNIA CLASS Members  
25 the applicable minimum wage for all hours worked in a payroll period.

26 16. In violation of the applicable sections of the California Labor Code and the  
27 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a  
28 matter of company policy, practice and procedure, intentionally and knowingly failed to

1 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for all time  
2 worked. This uniform policy and practice of DEFENDANTS is intended to purposefully avoid  
3 the payment of the correct compensation as required by California law which allowed  
4 DEFENDANTS to illegally profit and gain an unfair advantage over competitors who complied  
5 with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA CLASS  
6 against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted accordingly.

7 17. From time to time, when PLAINTIFF and other CALIFORNIA CLASS Members  
8 worked during what was supposed to be their meal breaks or otherwise off the clock, and/or when  
9 DEFENDANT unlawfully rounded PLAINTIFF's and other CALIFORNIA CLASS Members'  
10 time, DEFENDANTS also failed to provide PLAINTIFF and the other members of the  
11 CALIFORNIA CLASS with complete and accurate wage statements which failed to show, among  
12 other things, the correct time worked, including, and the gross wages paid for those periods during  
13 the pay period, and the correct penalty payments or missed meal and rest periods in violation of  
14 California Labor Code Sections 226 and 226.2.

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

23 19. Aside from the violations listed herein, DEFENDANTS failed to issue to  
24 PLAINTIFF an itemized wage statement that lists all the requirements under California Labor  
25 Code 226 *et seq.* From time to time DEFENDANTS violated California Labor Code Section  
26 226(a)(2) by failing to provide an accurate amount of total hours worked by PLAINTIFF and  
27 other members of the CALIFORNIA CLASS. As a result, from time to time DEFENDANTS  
28

1 provided PLAINTIFF and the other members of the CALIFORNIA CLASS with wage statements  
2 which violated Cal. Lab. Code § 226.

3         20. DEFENDANTS as a matter of corporate policy, practice and procedure,  
4 intentionally, knowingly and systematically failed to reimburse and indemnify the PLAINTIFF  
5 and the other CALIFORNIA CLASS Members for required business expenses incurred by the  
6 PLAINTIFF and other CALIFORNIA CLASS Members in direct consequence of discharging  
7 their duties on behalf of DEFENDANTS. Under California Labor Code Section 2802, employers  
8 are required to indemnify employees for all expenses incurred in the course and scope of their  
9 employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her  
10 employee for all necessary expenditures or losses incurred by the employee in direct consequence  
11 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,  
12 even though unlawful, unless the employee, at the time of obeying the directions, believed them  
13 to be unlawful."

14         21. In the course of their employment, PLAINTIFF and other CALIFORNIA CLASS  
15 Members as a business expense, were required by DEFENDANTS to use their own personal  
16 cellular phones as a result of and in furtherance of their job duties as employees for  
17 DEFENDANTS but were not reimbursed or indemnified by DEFENDANTS for the cost  
18 associated with the use of their personal cellular phones for DEFENDANTS' benefit. Specifically,  
19 PLAINTIFFS and other CALIFORNIA CLASS Members were required by DEFENDANTS to  
20 use their personal cell phones for work related issues. As a result, in the course of their  
21 employment with DEFENDANTS the PLAINTIFFS and other members of the CALIFORNIA  
22 CLASS incurred unreimbursed business expenses which included, but were not limited to, costs  
23 related to the use of their personal cellular phones all on behalf of and for the benefit of  
24 DEFENDANTS.

25         22. By reason of this uniform conduct applicable to PLAINTIFF and all  
26 CALIFORNIA CLASS Members, DEFENDANTS committed acts of unfair competition in  
27 violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the  
28 "UCL"), by engaging in a company-wide policy and procedure which failed to accurately

1 calculate and record the correct time worked by PLAINTIFF and other CALIFORNIA CLASS  
2 Members. The proper calculation of these employees' time is the DEFENDANTS' burden. As  
3 a result of DEFENDANTS' intentional disregard of the obligation to meet this burden,  
4 DEFENDANTS failed to properly calculate and/or pay all required compensation for work  
5 performed by the members of the CALIFORNIA CLASS and violated the California Labor Code  
6 and regulations promulgated thereunder as herein alleged.

7       23. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take  
8 off duty meal and rest breaks and was not fully relieved of duty for her rest and meal periods.  
9 PLAINTIFF was required to perform work as ordered by DEFENDANTS for more than five (5)  
10 hours during a shift without receiving an off-duty meal break. Further, DEFENDANTS failed to  
11 provide PLAINTIFF with a second off-duty meal period each workday in which he was required  
12 by DEFENDANT to work ten (10) hours of work. When DEFENDANTS provided PLAINTIFF  
13 with a rest break, they required PLAINTIFF to remain on-duty and on-call for the rest break.  
14 DEFENDANTS' policy caused PLAINTIFF to remain on-call and on-duty during what was  
15 supposed to be PLAINTIFF's off-duty meal periods. PLAINTIFF therefore forfeited meal and  
16 rest breaks without additional compensation and in accordance with DEFENDANTS' strict  
17 corporate policy and practice. Moreover, DEFENDANTS also provided PLAINTIFF with a  
18 paystub that failed to accurately display PLAINTIFF's correct time worked and wages, as well as  
19 payments for missed meal and rest periods for certain pay periods in violation of Cal. Lab. Code  
20 § 226(a). To date, DEFENDANTS have not fully paid PLAINTIFF the overtime compensation  
21 still owed to him or any penalty wages owed to him under Cal. Lab. Code § 203. The amount in  
22 controversy for PLAINTIFF individually does not exceed the sum or value of \$75,000.

### 23                                   **JURISDICTION AND VENUE**

24       24. This Court has jurisdiction over this Action pursuant to California Code of Civil  
25 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This  
26 action is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of  
27 DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.  
28

1           25.     Venue is proper in this Court pursuant to California Code of Civil Procedure,  
2 Sections 395 and 395.5, because DEFENDANTS (i) currently maintain and at all relevant times  
3 maintained offices and facilities in this County and/or conduct substantial business in this County,  
4 and (ii) committed the wrongful conduct herein alleged in this County against members of the  
5 CALIFORNIA CLASS and CALIFORNIA LABOR SUB-CLASS.

6                                   **THE CALIFORNIA CLASS**

7           26.     PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and Deceptive  
8 Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL") as a Class  
9 Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as all  
10 individuals who are or previously were employed by DEFENDANT ATLAS and/or  
11 DEFENDANT GENESIS in California and classified as non-exempt employees (the  
12 "CALIFORNIA CLASS") at any time during the period beginning four (4) years prior to the filing  
13 of the original complaint and ending on the date as determined by the Court (the "CALIFORNIA  
14 CLASS PERIOD"). The amount in controversy for the aggregate claim of CALIFORNIA  
15 CLASS Members is under five million dollars (\$5,000,000.00).

16           27.     To the extent equitable tolling operates to toll claims by the CALIFORNIA  
17 CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted  
18 accordingly.

19           28.     DEFENDANTS, as a matter of company policy, practice and procedure, and in  
20 violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order  
21 requirements, and the applicable provisions of California law, intentionally, knowingly, and  
22 willfully, engaged in a practice whereby DEFENDANTS systematically failed to record all meal  
23 and rest breaks missed by PLAINTIFF and the other members of the CALIFORNIA CLASS,  
24 even though DEFENDANTS enjoyed the benefit of this work, required employees to perform  
25 this work and permitted or suffered to permit this work.

26           29.     DEFENDANTS have the legal burden to establish that each and every  
27 CALIFORNIA CLASS Member was paid accurately and was provided all meal and rest breaks  
28 missed as required by California laws. DEFENDANTS, however, as a matter of uniform and

1 systematic policy and procedure failed to have in place during the CALIFORNIA CLASS  
2 PERIOD and still fails to have in place a policy or practice to ensure that each and every  
3 CALIFORNIA CLASS Member is paid as required by law, so as to satisfy its burden. This  
4 common business practice applicable to each and every CALIFORNIA CLASS Member can be  
5 adjudicated on a class-wide basis as unlawful, unfair, and/or deceptive under Cal. Business &  
6 Professions Code §§ 17200, *et seq.* (the “UCL”) as causation, damages, and reliance are not  
7 elements of this claim.

8 30. The CALIFORNIA CLASS is so numerous that joinder of all CALIFORNIA  
9 CLASS Members is impracticable.

10 31. DEFENDANTS uniformly violated the rights of the CALIFORNIA CLASS under  
11 California law by:

- 12 a. Violating the California Unfair Competition Laws, Cal. Bus. & Prof. Code §§  
13 17200, *et seq.*, by unlawfully, unfairly and/or deceptively having in place company  
14 policies, practices and procedures that failed to pay all wages due the  
15 CALIFORNIA CLASS for all time worked;
- 16 b. Committing an act of unfair competition in violation of the California Unfair  
17 Competition Laws, Cal. Bus. & Prof. Code §§ 17200, *et seq.*, by failing to provide  
18 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS  
19 members;
- 20 c. Committing an act of unfair competition in violation of the California Unfair  
21 Competition Laws, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, by violating Cal. Lab.  
22 Code § 2802 by failing to reimburse PLAINTIFFS and the CALIFORNIA CLASS  
23 members with necessary expenses incurred in the discharge of their job duties; and
- 24 d. Committing an act of unfair competition in violation of, Cal. Bus. & Prof. Code  
25 §§ 17200, *et seq.*, by unlawfully, unfairly and/or deceptively having in place  
26 company policies, practices and procedures that uniformly and systematically  
27 failed to record and pay PLAINTIFF and other members of the CALIFORNIA  
28

1 CLASS for all time worked, including minimum wages owed and overtime wages  
2 owed for work performed by these employees.

3 32. The Class Action meets the statutory prerequisites for the maintenance of a Class  
4 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 5 a. The persons who comprise the CALIFORNIA CLASS are so numerous that the  
6 joinder of all such persons is impracticable and the disposition of their claims as a  
7 class will benefit the parties and the Court;
- 8 b. Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are  
9 raised in this Complaint are common to the CALIFORNIA CLASS will apply  
10 uniformly to every member of the CALIFORNIA CLASS;
- 11 c. The claims of the representative PLAINTIFF are typical of the claims of each  
12 member of the CALIFORNIA CLASS. PLAINTIFF, like all the other members of  
13 the CALIFORNIA CLASS, were classified as a non- exempt employee paid on an  
14 hourly basis who was subjected to the DEFENDANTS' deceptive practice and  
15 policy which failed to pay for all time worked and failed to provide the legally  
16 required meal and rest periods to the CALIFORNIA CLASS and thereby  
17 systematically underpaid compensation to PLAINTIFF and CALIFORNIA  
18 CLASS. PLAINTIFF sustained economic injury as a result of DEFENDANTS'  
19 employment practices. PLAINTIFF, like all the other members of the  
20 CALIFORNIA CLASS, were subjected to the uniform employment practices of  
21 DEFENDANTS and was a non-exempt employee paid on an hourly basis who was  
22 subjected to the DEFENDANTS' practice and policy which failed to pay all wages  
23 due to the CALIFORNIA CLASS for all time worked by the CALIFORNIA  
24 CLASS and thereby systematically underpays the CALIFORNIA CLASS.  
25 PLAINTIFF and the members of the CALIFORNIA CLASS were and are  
26 similarly or identically harmed by the same unlawful, deceptive, unfair and  
27 pervasive pattern of misconduct engaged in by DEFENDANTS; and  
28

1 d. The representative PLAINTIFF will fairly and adequately represent and protect  
2 the interest of the CALIFORNIA CLASS, and has retained counsel who are  
3 competent and experienced in Class Action litigation. There are no material  
4 conflicts between the claims of the representative PLAINTIFF and the members  
5 of the CALIFORNIA CLASS that would make class certification inappropriate.  
6 Counsel for the CALIFORNIA CLASS will vigorously assert the claims of all  
7 CALIFORNIA CLASS Members.

8 33. In addition to meeting the statutory prerequisites to a Class Action, this action is  
9 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

10 a. Without class certification and determination of declaratory, injunctive, statutory  
11 and other legal questions within the class format, prosecution of separate actions  
12 by individual members of the CALIFORNIA CLASS will create the risk of:

13 i. Inconsistent or varying adjudications with respect to individual members  
14 of the CALIFORNIA CLASS which would establish incompatible  
15 standards of conduct for the parties opposing the CALIFORNIA CLASS;  
16 and/or;

17 ii. Adjudication with respect to individual members of the CALIFORNIA  
18 CLASS which would as a practical matter be dispositive of interests of the  
19 other members not party to the adjudication or substantially impair or  
20 impede their ability to protect their interests.

21 b. The parties opposing the CALIFORNIA CLASS have acted or refused to act on  
22 grounds generally applicable to the CALIFORNIA CLASS, making appropriate  
23 class-wide relief with respect to the CALIFORNIA CLASS as a whole in that  
24 DEFENDANT uniformly failed to pay all wages due for all time worked by the  
25 members of the CALIFORNIA CLASS as required by law;

26 i. With respect to the First Cause of Action, the final relief on behalf of the  
27 CALIFORNIA CLASS sought does not relate exclusively to restitution  
28 because through this claim PLAINTIFF seek declaratory relief holding that

1 the DEFENDANTS' policy and practices constitute unfair competition,  
2 along with declaratory relief, injunctive relief, and incidental equitable  
3 relief as may be necessary to prevent and remedy the conduct declared to  
4 constitute unfair competition;

5 c. Common questions of law and fact exist as to the members of the CALIFORNIA  
6 CLASS, with respect to the practices and violations of California law as listed  
7 above, and predominate over any question affecting only individual  
8 CALIFORNIA CLASS Members, and a Class Action is superior to other available  
9 methods for the fair and efficient adjudication of the controversy, including  
10 consideration of:

11 i. The interests of the members of the CALIFORNIA CLASS in individually  
12 controlling the prosecution or defense of separate actions in that the  
13 substantial expense of individual actions will be avoided to recover the  
14 relatively small amount of economic losses sustained by the individual  
15 CALIFORNIA CLASS Members when compared to the substantial  
16 expense and burden of individual prosecution of this litigation;

17 ii. Class certification will obviate the need for unduly duplicative litigation  
18 that would create the risk of:

19 1. Inconsistent or varying adjudications with respect to individual  
20 members of the CALIFORNIA CLASS, which would establish  
21 incompatible standards of conduct for the DEFENDANTS; and/or;

22 2. Adjudications with respect to individual members of the  
23 CALIFORNIA CLASS would as a practical matter be dispositive  
24 of the interests of the other members not parties to the adjudication  
25 or substantially impair or impede their ability to protect their  
26 interests;

27 iii. In the context of wage litigation, because a substantial number of  
28 individual CALIFORNIA CLASS Members will avoid asserting their legal

1 rights out of fear of retaliation by DEFENDANTS, which may adversely  
2 affect an individual's job with DEFENDANTS or with a subsequent  
3 employer, the Class Action is the only means to assert their claims through  
4 a representative; and

5 iv. A class action is superior to other available methods for the fair and  
6 efficient adjudication of this litigation because class treatment will obviate  
7 the need for unduly and unnecessary duplicative litigation that is likely to  
8 result in the absence of certification of this action pursuant to Cal. Code of  
9 Civ. Proc. § 382.

10 34. The Court should permit this action to be maintained as a Class Action pursuant  
11 to Cal. Code of Civ. Proc. § 382 because:

- 12 a. The questions of law and fact common to the CALIFORNIA CLASS predominate  
13 over any question affecting only individual CALIFORNIA CLASS Members  
14 because the DEFENDANTS' employment practices are uniform and  
15 systematically applied with respect to the CALIFORNIA CLASS.
- 16 b. A Class Action is superior to any other available method for the fair and efficient  
17 adjudication of the claims of the members of the CALIFORNIA CLASS because  
18 in the context of employment litigation a substantial number of individual  
19 CALIFORNIA CLASS Members will avoid asserting their rights individually out  
20 of fear of retaliation or adverse impact on their employment;
- 21 c. The members of the CALIFORNIA CLASS are so numerous that it is impractical  
22 to bring all members of the CALIFORNIA CLASS before the Court;
- 23 d. PLAINTIFF, and the other CALIFORNIA CLASS Members, will not be able to  
24 obtain effective and economic legal redress unless the action is maintained as a  
25 Class Action;
- 26 e. There is a community of interest in obtaining appropriate legal and equitable relief  
27 for the acts of unfair competition, statutory violations and other improprieties, and  
28

1 in obtaining adequate compensation for the damages and injuries which  
2 DEFENDANTS' actions have inflicted upon the CALIFORNIA CLASS;

3 f. There is a community of interest in ensuring that the combined assets of  
4 DEFENDANTS are sufficient to adequately compensate the members of the  
5 CALIFORNIA CLASS for the injuries sustained;

6 g. DEFENDANTS have acted or refused to act on grounds generally applicable to  
7 the CALIFORNIA CLASS, thereby making final class-wide relief appropriate  
8 with respect to the CALIFORNIA CLASS as a whole;

9 h. The members of the CALIFORNIA CLASS are readily ascertainable from the  
10 business records of DEFENDANTS; and

11 i. Class treatment provides manageable judicial treatment calculated to bring an  
12 efficient and rapid conclusion to all litigation of all wage and hour related claims  
13 arising out of the conduct of DEFENDANTS as to the members of the  
14 CALIFORNIA CLASS.

15 35. DEFENDANTS maintain records from which the Court can ascertain and identify  
16 by job title each of DEFENDANTS' employees who as have been systematically, intentionally  
17 and uniformly subjected to DEFENDANTS' company policy, practices and procedures as herein  
18 alleged. PLAINTIFF will seek leave to amend the Complaint to include any additional job titles  
19 of similarly situated employees when they have been identified.

#### 20 **THE CALIFORNIA LABOR SUB-CLASS**

21 36. PLAINTIFF further bring the Second, Third, Fourth, Fifth, Sixth, Seventh, and  
22 Eighth causes of Action on behalf of a California sub-class, defined as all members of the  
23 CALIFORNIA CLASS classified as non-exempt employees (the "CALIFORNIA LABOR SUB-  
24 CLASS") at any time during the period three (3) years prior to the filing of the original complaint  
25 and ending on the date as determined by the Court (the "CALIFORNIA LABOR SUB-CLASS  
26 PERIOD") pursuant to Cal. Code of Civ. Proc. § 382. The amount in controversy for the  
27 aggregate claim of CALIFORNIA LABOR SUB-CLASS Members is under five million dollars  
28 (\$5,000,000.00).

1           37. DEFENDANTS, as a matter of company policy, practice and procedure, and in  
2 violation of the applicable Labor Code, Industrial Welfare Commission (“IWC”) Wage Order  
3 requirements, and the applicable provisions of California law, intentionally, knowingly, and  
4 willfully, engaged in a practice whereby DEFENDANTS failed to correctly pay for the time  
5 worked by PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS, and  
6 other wages and premiums owed to these employees, even though DEFENDANTS enjoyed the  
7 benefit of this work, required employees to perform this work and permitted or suffered to permit  
8 this overtime work. DEFENDANTS have uniformly denied these CALIFORNIA LABOR SUB-  
9 CLASS Members wages to which these employees are entitled in order to unfairly cheat the  
10 competition and unlawfully profit. To the extent equitable tolling operates to toll claims by the  
11 CALIFORNIA LABOR SUB-CLASS against DEFENDANT, the CALIFORNIA LABOR SUB-  
12 CLASS PERIOD should be adjusted accordingly.

13           38. DEFENDANTS maintain records from which the Court can ascertain and identify  
14 by name and job title, each of DEFENDANTS’ employees who have been systematically,  
15 intentionally and uniformly subjected to DEFENDANT’S company policy, practices and  
16 procedures as herein alleged. PLAINTIFF will seek leave to amend the Complaint to include any  
17 additional job titles of similarly situated employees when they have been identified.

18           39. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all  
19 CALIFORNIA LABOR SUB-CLASS Members is impracticable

20           40. Common questions of law and fact exist as to members of the CALIFORNIA  
21 LABOR SUB-CLASS, including, but not limited, to the following:

- 22           a. Whether DEFENDANTS unlawfully failed to correctly calculate and pay  
23           compensation due to members of the CALIFORNIA LABOR SUB- CLASS for  
24           missed meal and rest breaks in violation of the California Labor Code and  
25           California regulations and the applicable California Wage Order;
- 26           b. Whether DEFENDANTS failed to provide PLAINTIFF and the other members of  
27           the CALIFORNIA LABOR SUB-CLASS with legally required uninterrupted  
28           thirty (30) minute meal breaks and rest periods;

- 1 c. Whether DEFENDANTS failed to provide PLAINTIFF and the other members of  
2 the CALIFORNIA LABOR SUB-CLASS with accurate itemized wage  
3 statements;
- 4 d. Whether DEFENDANTS unlawfully failed to pay the CALIFORNIA LABOR  
5 SUB-CLASS for all time worked in violation of the California Labor Code and  
6 California regulations and the applicable California Wage Order;
- 7 e. Whether the members of the CALIFORNIA LABOR SUB-CLASS are entitled to  
8 compensation for time worked, including overtime worked, under the overtime  
9 pay requirements of California law;
- 10 f. Whether DEFENDANTS have engaged in unfair competition by the above-listed  
11 conduct;
- 12 g. The proper measure of damages and penalties owed to the members of the  
13 CALIFORNIA LABOR SUB-CLASS; and
- 14 h. Whether DEFENDANTS' conduct was willful.
- 15 41. DEFENDANTS violated the rights of the CALIFORNIA LABOR SUB-CLASS  
16 under California law by:
- 17 a. Violating Cal. Lab. Code §§ 510, *et seq.*, by failing to correctly pay PLAINTIFF  
18 and the members of the CALIFORNIA LABOR SUB-CLASS all wages due for  
19 overtime worked, for which DEFENDANTS are liable pursuant to Cal. Lab. Code  
20 § 1194;
- 21 b. Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq.*, by failing to accurately  
22 pay PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS  
23 the correct minimum wage pay for which DEFENDANTS are liable pursuant to  
24 Cal. Lab. Code §§ 1194 and 1197;
- 25 c. Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide PLAINTIFF and  
26 the other members of the CALIFORNIA CLASS with all legally required off-duty,  
27 uninterrupted thirty (30) minute meal breaks and the legally required rest breaks;  
28

- 1 d. Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and the  
2 members of the CALIFORNIA LABOR SUB-CLASS with an accurate itemized  
3 statement in writing showing all accurate rates in effect during the pay period and  
4 the corresponding amount of time worked at each rate by the employee;
- 5 e. Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF and the  
6 CALIFORNIA CLASS members with necessary expenses incurred in the  
7 discharge of their job duties;
- 8 f. Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that when an  
9 employee is discharged or quits from employment, the employer must pay the  
10 employee all wages due without abatement, by failing to tender full payment  
11 and/or restitution of wages owed or in the manner required by California law to  
12 the members of the CALIFORNIA LABOR SUB-CLASS who have terminated  
13 their employment.

14 42. This Class Action meets the statutory prerequisites for the maintenance of a Class  
15 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 16 a. The persons who comprise the CALIFORNIA LABOR SUB-CLASS are so  
17 numerous that the joinder of all CALIFORNIA LABOR SUB-CLASS Members  
18 is impracticable and the disposition of their claims as a class will benefit the parties  
19 and the Court;
- 20 b. Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are  
21 raised in this Complaint are common to the CALIFORNIA LABOR SUB-CLASS  
22 and will apply uniformly to every member of the CALIFORNIA LABOR SUB-  
23 CLASS;
- 24 c. The claims of the representative PLAINTIFF are typical of the claims of each  
25 member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF, like all the  
26 other members of the CALIFORNIA LABORSUB-CLASS, was a non-exempt  
27 employee paid on an hourly basis who was subjected to the DEFENDANTS'  
28 practice and policy which failed to calculate the time worked and pay the correct

1 total amount of wages due to the CALIFORNIA LABOR SUB-CLASS.  
2 PLAINTIFF sustained economic injury as a result of DEFENDANTS'  
3 employment practices. PLAINTIFF and the members of the CALIFORNIA  
4 LABOR SUB-CLASS were and are similarly or identically harmed by the same  
5 unlawful, deceptive, unfair and pervasive pattern of misconduct engaged in by  
6 DEFENDANTS; and

- 7 d. The representative PLAINTIFF will fairly and adequately represent and protect  
8 the interest of the CALIFORNIA LABOR SUB-CLASS, and has retained counsel  
9 who are competent and experienced in Class Action litigation. There are no  
10 material conflicts between the claims of the representative PLAINTIFF and the  
11 members of the CALIFORNIA LABOR SUB-CLASS that would make class  
12 certification inappropriate. Counsel for the CALIFORNIA LABOR SUB-CLASS  
13 will vigorously assert the claims of all CALIFORNIA LABOR SUB-CLASS  
14 Members.

15 43. In addition to meeting the statutory prerequisites to a Class Action, this action is  
16 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- 17 a. Without class certification and determination of declaratory, injunctive, statutory  
18 and other legal questions within the class format, prosecution of separate actions  
19 by individual members of the CALIFORNIA LABOR SUB-CLASS will create  
20 the risk of:
- 21 i. Inconsistent or varying adjudications with respect to individual members  
22 of the CALIFORNIA LABOR SUB-CLASS which would establish  
23 incompatible standards of conduct for the parties opposing the  
24 CALIFORNIA LABOR SUB-CLASS; or
- 25 ii. Adjudication with respect to individual members of the CALIFORNIA  
26 LABOR SUB-CLASS which would as a practical matter be dispositive of  
27 interests of the other members not party to the adjudication or substantially  
28 impair or impede their ability to protect their interests.

- 1           b. The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted or  
2           refused to act on grounds generally applicable to the CALIFORNIA LABOR  
3           SUB-CLASS, making appropriate class-wide relief with respect to the  
4           CALIFORNIA LABOR SUB-CLASS as a whole in that DEFENDANT uniformly  
5           failed to pay all wages due for all time worked by the members of the  
6           CALIFORNIA LABOR SUB-CLASS as required by law;
- 7           c. Common questions of law and fact predominate as to the members of the  
8           CALIFORNIA LABOR SUB-CLASS, with respect to the practices and violations  
9           of California Law as listed above, and predominate over any question affecting  
10          only individual CALIFORNIA LABOR SUB-CLASS Members, and a Class  
11          Action is superior to other available methods for the fair and efficient adjudication  
12          of the controversy, including consideration of:
- 13               i. The interests of the members of the CALIFORNIA LABOR SUB-CLASS  
14               in individually controlling the prosecution or defense of separate actions in  
15               that the substantial expense of individual actions will be avoided to recover  
16               the relatively small amount of economic losses sustained by the individual  
17               CALIFORNIA LABOR SUB-CLASS Members when compared to the  
18               substantial expense and burden of individual prosecution of this litigation;
- 19               ii. Class certification will obviate the need for unduly duplicative litigation  
20               that would create the risk of:
- 21                     1. Inconsistent or varying adjudications with respect to individual  
22                     members of the CALIFORNIA LABOR SUB-CLASS, which  
23                     would establish incompatible standards of conduct for the  
24                     DEFENDANTS; and/or,
- 25                     2. Adjudications with respect to individual members of the  
26                     CALIFORNIA LABOR SUB-CLASS would as a practical matter  
27                     be dispositive of the interests of the other members not parties to  
28

1 the adjudication or substantially impair or impede their ability to  
2 protect their interests;

3 iii. In the context of wage litigation because a substantial number of individual  
4 CALIFORNIA LABOR SUB-CLASS Members will avoid asserting their  
5 legal rights out of fear of retaliation by DEFENDANTS, which may  
6 adversely affect an individual's job with DEFENDANTS or with a  
7 subsequent employer, the Class Action is the only means to assert their  
8 claims through a representative; and,

9 iv. A class action is superior to other available methods for the fair and  
10 efficient adjudication of this litigation because class treatment will obviate  
11 the need for unduly and unnecessary duplicative litigation that is likely to  
12 result in the absence of certification of this action pursuant to Cal. Code of  
13 Civ. Proc. § 382.

14 44. This Court should permit this action to be maintained as a Class Action pursuant  
15 to Cal. Code of Civ. Proc. § 382 because:

- 16 a. The questions of law and fact common to the CALIFORNIA LABOR SUB-  
17 CLASS predominate over any question affecting only individual CALIFORNIA  
18 LABOR SUB-CLASS Members;
- 19 b. A Class Action is superior to any other available method for the fair and efficient  
20 adjudication of the claims of the members of the CALIFORNIA LABOR SUB-  
21 CLASS because in the context of employment litigation a substantial number of  
22 individual CALIFORNIA LABOR SUB-CLASS Members will avoid asserting  
23 their rights individually out of fear of retaliation or adverse impact on their  
24 employment;
- 25 c. The members of the CALIFORNIA LABOR SUB-CLASS are so numerous that  
26 it is impractical to bring all members of the CALIFORNIA LABOR SUB-CLASS  
27 before the Court;
- 28

- 1 d. PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS Members, will  
2 not be able to obtain effective and economic legal redress unless the action is  
3 maintained as a Class Action;
- 4 e. There is a community of interest in obtaining appropriate legal and equitable relief  
5 for the acts of unfair competition, statutory violations and other improprieties, and  
6 in obtaining adequate compensation for the damages and injuries which  
7 DEFENDANTS' actions have inflicted upon the CALIFORNIA LABOR SUB-  
8 CLASS;
- 9 f. There is a community of interest in ensuring that the combined assets of  
10 DEFENDANTS are sufficient to adequately compensate the members of the  
11 CALIFORNIA LABOR SUB-CLASS for the injuries sustained;
- 12 g. DEFENDANTS have acted or refused to act on grounds generally applicable to  
13 the CALIFORNIA LABOR SUB-CLASS, thereby making final class-wide relief  
14 appropriate with respect to the CALIFORNIA LABOR SUB-CLASS as a whole;
- 15 h. The members of the CALIFORNIA LABOR SUB-CLASS are readily  
16 ascertainable from the business records of DEFENDANTS. The CALIFORNIA  
17 LABOR SUB-CLASS consists of all CALIFORNIA CLASS Members classified  
18 as non-exempt employees during the CALIFORNIA LABOR SUB-CLASS  
19 PERIOD; and
- 20 i. Class treatment provides manageable judicial treatment calculated to bring an  
21 efficient and rapid conclusion to all litigation of all wage and hour related claims  
22 arising out of the conduct of DEFENDANTS as to the members of the  
23 CALIFORNIA LABOR SUB-CLASS.

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1 **FIRST CAUSE OF ACTION**

2 **UNLAWFUL BUSINESS PRACTICES**

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

4 **(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all DEFENDANTS)**

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

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

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

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

21 48. By the conduct alleged herein, DEFENDANTS have engaged and continues to  
22 engage in a business practice which violates California law, including but not limited to, the  
23 applicable Wage Order(s), the California Code of Regulations and the California Labor Code  
24 including Sections 201, 202, 203, 204, 206.5, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198,  
25 and 2802 for which this Court should issue declaratory and other equitable relief pursuant to Cal.  
26 Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to  
27 constitute unfair competition, including restitution of wages wrongfully withheld.

28 49. By the conduct alleged herein, DEFENDANTS’ practices were unlawful and  
unfair in that these practices violated public policy, were immoral, unethical, oppressive  
unscrupulous or substantially injurious to employees, and were without valid justification or  
utility for which this Court should issue equitable and injunctive relief pursuant to Section 17203

1 of the California Business & Professions Code, including restitution of wages wrongfully  
2 withheld.

3 50. By the conduct alleged herein, DEFENDANTS' practices were deceptive and  
4 fraudulent in that DEFENDANTS' uniform policy and practice failed to pay PLAINTIFF, and  
5 other members of the CALIFORNIA CLASS, wages due, failed to accurately to record the time  
6 worked, and failed to reimburse for expenses due to a systematic practice that cannot be justified,  
7 pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission requirements in  
8 violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should issue injunctive  
9 and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of wages  
10 wrongfully withheld.

11 51. By the conduct alleged herein, DEFENDANTS' practices were also unlawful,  
12 unfair and deceptive in that DEFENDANTS' employment practices caused PLAINTIFF and the  
13 other members of the CALIFORNIA CLASS to be underpaid during their employment with  
14 DEFENDANTS.

15 52. By the conduct alleged herein, DEFENDANTS' practices were also unfair and  
16 deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to provide  
17 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members.

18 53. Therefore, PLAINTIFF demands on behalf of himself and on behalf of each  
19 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal  
20 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for  
21 each workday in which a second off-duty meal period was not timely provided for each ten (10)  
22 hours of work.

23 54. PLAINTIFF further demands on behalf of himself and on behalf of each  
24 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was  
25 not timely provided as required by law.

26 55. By and through the unlawful and unfair business practices described herein,  
27 DEFENDANTS have obtained valuable property, money and services from PLAINTIFF and the  
28 other members of the CALIFORNIA CLASS, including earned wages, and has deprived them of

1 valuable rights and benefits guaranteed by law and contract, all to the detriment of these  
2 employees and to the benefit of DEFENDANTS so as to allow DEFENDANT to unfairly compete  
3 against competitors who comply with the law.

4 56. All the acts described herein as violations of, among other things, the Industrial  
5 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor  
6 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive and  
7 unscrupulous, were deceptive, and thereby constitute unlawful, unfair and deceptive business  
8 practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

9 57. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,  
10 and do, seek such relief as may be necessary to restore to them the money and property which  
11 DEFENDANTS have acquired, or of which PLAINTIFF and the other members of the  
12 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair  
13 business practices, including earned but unpaid wages.

14 58. PLAINTIFF and the other members of the CALIFORNIA CLASS are further  
15 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair  
16 and deceptive, and that injunctive relief should be issued restraining DEFENDANTS from  
17 engaging in any unlawful and unfair business practices in the future.

18 59. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,  
19 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of  
20 DEFENDANTS. Further, the practices herein alleged presently continue to occur unabated. As a  
21 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other  
22 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal  
23 and economic harm unless DEFENDANTS are restrained from continuing to engage in these  
24 unlawful and unfair business practices.

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**SECOND CAUSE OF ACTION**

**FAILURE TO PAY MINIMUM WAGES  
(Cal. Lab. Code §§ 1194, 1197 and 1197.1)**

**(Alleged By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS against ALL  
DEFENDANTS)**

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

61. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS bring a claim for DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial Welfare Commission requirements for DEFENDANTS' failure to accurately calculate and pay minimum wages to PLAINTIFF and CALIFORNIA CLASS Members.

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

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

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

65. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct amount of time they work. As set forth herein, DEFENDANT'S uniform policy and practice was to unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS.

66. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of implementing a uniform policy and practice that denies accurate compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS in regards to minimum wage pay.

1           67. In committing these violations of the California Labor Code, DEFENDANTS  
2 inaccurately calculated the correct time worked and consequently underpaid the actual time  
3 worked by PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS.  
4 DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages, and other  
5 benefits in violation of the California Labor Code, the Industrial Welfare Commission  
6 requirements and other applicable laws and regulations.

7           68. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,  
8 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did not receive  
9 the correct minimum wage compensation for their time worked for DEFENDANTS.

10           69. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the  
11 other members of the CALIFORNIA LABOR SUB-CLASS were paid less for time worked than  
12 they were entitled to, constituting a failure to pay all earned wages.

13           70. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned  
14 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS  
15 for the true time they worked, PLAINTIFF and the other members of the CALIFORNIA LABOR  
16 SUB-CLASS have suffered and will continue to suffer an economic injury in amounts which are  
17 presently unknown to them and which will be ascertained according to proof at trial.

18           71. DEFENDANTS knew or should have known that PLAINTIFF and the other  
19 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for their time  
20 worked. DEFENDANTS systematically elected, either through intentional malfeasance or gross  
21 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice  
22 and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay  
23 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS the correct  
24 minimum wages for their time worked.

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

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

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

### 14 **THIRD CAUSE OF ACTION**

#### 15 **FAILURE TO PAY OVERTIME COMPENSATION** 16 **(Cal. Lab. Code §§ 204, 510, 1194 and 1198)**

17 **(Alleged By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS against ALL**  
18 **DEFENDANTS)**

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

22 75. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS  
23 bring a claim for DEFENDANTS' willful and intentional violations of the California Labor Code  
24 and the Industrial Welfare Commission requirements for DEFENDANTS' failure to for all  
25 overtime worked by PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS  
26 and DEFENDANTS' failure to properly compensate the members of the CALIFORNIA LABOR  
27 SUB-CLASS for overtime worked, including, work performed in excess of eight (8) hours in a  
28 workday and/or forty (40) hours in any workweek.

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

3           77. Cal. Lab. Code § 510 further provides that employees in California shall not be  
4 employed more than eight (8) hours per workday and/or more than forty (40) hours per workweek  
5 unless they receive additional compensation beyond their regular wages in amount specified by  
6 law.

7           78. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,  
8 including overtime compensation and interest thereon, together with the costs of suit. Cal. Lab.  
9 Code § 1198 further states that the employment of an employee for longer hours than those fixed  
10 by the Industrial Welfare Commission is unlawful.

11           79. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF and  
12 the other members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct  
13 amount of time worked. As set forth herein, DEFENDANTS' uniform policy and practice was to  
14 unlawfully and intentionally deny timely payment of wages due for the overtime worked by  
15 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS, and  
16 DEFENDANTS in fact failed to pay these employees the correct applicable overtime wages for  
all overtime worked.

17           80. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,  
18 without limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result  
19 of implementing a uniform policy and practice that denied accurate compensation to PLAINTIFF  
20 and the other members of the CALIFORNIA LABOR SUB-CLASS for all overtime worked,  
21 including, the work performed in excess of eight (8) hours in a workday and/or forty (40) hours  
22 in any workweek.

23           81. In committing these violations of the California Labor Code, DEFENDANTS  
24 inaccurately calculated the amount of overtime worked and the applicable overtime rates and  
25 consequently underpaid the actual time worked by PLAINTIFF and other members of the  
26 CALIFORNIA LABOR SUB-CLASS. DEFENDANTS acted in an illegal attempt to avoid the  
27 payment of all earned wages, and other benefits in violation of the California Labor Code, the  
28 Industrial Welfare Commission requirements and other applicable laws and regulations.

1           82. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,  
2 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did not receive  
3 full compensation for all overtime worked.

4           83. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from  
5 the overtime requirements of the law. None of these exemptions are applicable to PLAINTIFF  
6 and the other members of the CALIFORNIA LABOR SUB-CLASS. Further PLAINTIFF and the  
7 other members of the CALIFORNIA LABOR SUB-CLASS are not subject to a valid collective  
8 bargaining agreement that would preclude the causes of action contained herein this Complaint.  
9 Rather, PLAINTIFF brings this Action on behalf of himself and the CALIFORNIA LABOR  
10 SUB-CLASS based on DEFENDANTS' violations of non-negotiable, non-waivable rights  
11 provided by the State of California.

12           84. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the  
13 other members of the CALIFORNIA LABOR SUB-CLASS were paid less for time worked than  
14 they were entitled to, constituting a failure to pay all earned wages.

15           85. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of the  
16 CALIFORNIA LABOR SUB-CLASS overtime wages for the time they worked which was in  
17 excess of the maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194 &  
18 1198, even though PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-  
19 CLASS were required to work, and did in fact work, overtime as to which DEFENDANT failed  
20 to accurately record and pay using the applicable overtime rate as evidenced by DEFENDANT'S  
21 business records and witnessed by employees.

22           86. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned  
23 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS  
24 for the true time they worked, PLAINTIFF and the other members of the CALIFORNIA LABOR  
25 SUB-CLASS have suffered and will continue to suffer an economic injury in amounts which are  
26 presently unknown to them and which will be ascertained according to proof at trial.

27           87. DEFENDANTS knew or should have known that PLAINTIFF and the other  
28 members of the CALIFORNIA LABOR SUB-CLASS are under compensated for their overtime  
worked. DEFENDANTS systematically elected, either through intentional malfeasance or gross  
nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice

1 and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay  
2 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS the applicable  
3 overtime rate.

4 88. In performing the acts and practices herein alleged in violation of California labor  
5 laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for  
6 all time worked and provide them with the requisite overtime compensation, DEFENDANTS  
7 acted and continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and  
8 the other members of the CALIFORNIA LABOR SUB-CLASS with a conscious and utter  
9 disregard for their legal rights, or the consequences to them, and with the despicable intent of  
10 depriving them of their property and legal rights, and otherwise causing them injury in order to  
11 increase company profits at the expense of these employees.

12 89. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS  
13 therefore request recovery of all unpaid wages, including overtime wages, according to proof,  
14 interest, statutory costs, as well as the assessment of any statutory penalties against  
15 DEFENDANTS, in a sum as provided by the California Labor Code and/or other applicable  
16 statutes. To the extent overtime compensation is determined to be owed to the CALIFORNIA  
17 LABOR SUB-CLASS Members who have terminated their employment, DEFENDANTS'  
18 conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be  
19 entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein  
20 on behalf of these CALIFORNIA LABOR SUB-CLASS Members. DEFENDANTS' conduct as  
21 alleged herein was willful, intentional and not in good faith. Further, PLAINTIFF and other  
22 CALIFORNIA LABOR SUB-CLASS Members are entitled to seek and recover statutory costs.

#### 23 **FOURTH CAUSE OF ACTION**

##### 24 **FAILURE TO PROVIDE REQUIRED MEAL PERIODS**

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

26 **(Alleged by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and against all**  
27 **DEFENDANTS)**

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

1           91. During the CALIFORNIA CLASS PERIOD, DEFENDANT failed to provide all  
2 the legally required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA LABOR  
3 SUB-CLASS Members as required by the applicable Wage Order and Labor Code. The nature of  
4 the work performed by PLAINTIFF and CALIFORNIA LABOR SUB-CLASS MEMBERS did  
5 not prevent these employees from being relieved of all of their duties for the legally required off-  
6 duty meal periods. As a result of their rigorous work schedules, PLAINTIFF and other  
7 CALIFORNIA LABOR SUB-CLASS Members were often not fully relieved of duty by  
8 DEFENDANTS for their meal periods. Additionally, DEFENDANTS' failure to provide  
9 PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS Members with legally required meal  
10 breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANTS' business records.  
11 As a result, PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS  
12 therefore forfeited meal breaks without additional compensation and in accordance with  
13 DEFENDANTS' strict corporate policy and practice.

14           92. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable  
15 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR SUB-  
16 CLASS Members who were not provided a meal period, in accordance with the applicable Wage  
17 Order, one additional hour of compensation at each employee's regular rate of pay for each  
18 workday that a meal period was not provided.

19           93. As a proximate result of the aforementioned violations, PLAINTIFF and  
20 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according to  
21 proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

22                           **FIFTH CAUSE OF ACTION**

23                           **FAILURE TO PROVIDE REQUIRED REST PERIODS**

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

25                           **(Alleged by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and against all**  
26                           **DEFENDANTS)**

27           94. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,  
28 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of  
this Complaint.

95. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were also not provided with one hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were periodically denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers. When DEFENDANTS provided PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS Members with rest break, they required PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS Members to stay on DEFENDANTS' premises for those rest breaks.

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

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

1           99.     Cal. Labor Code § 226 provides that an employer must furnish employees with an  
2 “accurate itemized” statement in writing showing:

- 3           a.   Gross wages earned;
- 4           b.   Total hours worked by the employee, except for any employee whose  
5                compensation is solely based on a salary and who is exempt from payment of  
6                overtime under subdivision (a) of Section 515 or any applicable order of the  
7                Industrial Welfare Commission;
- 8           c.   The number of piece rate units earned and any applicable piece rate if the employee  
9                is paid on a piece-rate basis;
- 10          d.   All deductions, provided that all deductions made on written orders of the  
11                employee may be aggregated and shown as one item;
- 12          e.   Net wages earned;
- 13          f.   The inclusive dates of the period for which the employee is paid;
- 14          g.   The name of the employee and his or her social security number, except that by  
15                January 1, 2008, only the last four digits of his or her social security number or an  
16                employee identification number other than a social security number may be shown  
17                on the itemized statement;
- 18          h.   The name and address of the legal entity that is the employer; and
- 19          i.   All applicable hourly rates in effect during the pay period and the corresponding  
20                number of hours worked at each hourly rate by the employee.

21           100.   When DEFENDANTS did not accurately record PLAINTIFF’S and other  
22 CALIFORNIA CLASS Members’ wages, including overtime wages, owed, DEFENDANTS also  
23 failed to provide PLAINTIFF and the other members of the CALIFORNIA CLASS with complete  
24 and accurate wage statements which failed to show, among other things, the correct number of  
25 hours worked, missed meal and rest periods, owed to PLAINTIFF and other CALIFORNIA  
26 CLASS Members. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or  
27 her employees with an accurate itemized wage statement in writing showing, among other things,  
28 gross wages earned and all applicable hourly rates in effect during the pay period and the

1 corresponding amount of time worked at each hourly rate. Aside from the violations listed above  
2 in this paragraph, DEFENDANTS failed to issue to PLAINTIFF an itemized wage statement that  
3 lists all the requirements under California Labor Code 226 *et seq.* Further, DEFENDANTS from  
4 time to time failed to issue an itemized wage statement to PLAINTIFF and other members of the  
5 CALIFORNIA CLASS that included the total hours worked and/or the applicable hourly rates in  
6 effect during the pay period and the corresponding number of hours worked at each hourly rate  
7 by PLAINTIFF and other members of the CALIFORNIA CLASS. As a result, from time to time  
8 DEFENDANTS provided PLAINTIFF and the other members of the CALIFORNIA CLASS with  
9 wage statements which violated Cal. Lab. Code § 226.

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

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**SEVENTH CAUSE OF ACTION**

**FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRES EXPENSES**

**(Cal. Lab. Code §§ 2802)**

**(Alleged by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and against all  
DEFENDANTS)**

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

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

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

104. At all relevant times herein, DEFENDANTS violated Cal. Lab. Code § 2802, by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for required expenses incurred in the discharge of their job duties for DEFENDANT's benefit. DEFENDANTS failed to reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for expenses which included, but were not limited to, costs related to using their personal cellular phones all on behalf of and for the benefit of DEFENDANTS. Specifically, PLAINTIFF and other CALIFORNIA CLASS Members were required by DEFENDANTS to use their personal cell phones for work related issues. DEFENDANTS' uniform policy, practice and procedure was to not reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for expenses resulting from using their personal cellular phones for DEFENDANTS within the course and scope of their employment for DEFENDANTS. These expenses were necessary to complete their principal job duties. DEFENDANTS is estopped by DEFENDANTS' conduct to assert any waiver of this expectation. Although these expenses were necessary expenses incurred by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members, DEFENDANTS failed to indemnify and reimburse PLAINTIFFS and the CALIFORNIA

LABOR SUB-CLASS members for these expenses as an employer is required to do under the laws and regulations of California.

105. PLAINTIFF therefore demands reimbursement for expenditures or losses incurred by them and the CALIFORNIA LABOR SUB-CLASS members in the discharge of their job duties for DEFENDANTS, or their obedience to the directions of DEFENDANTS, with interest at the statutory rate and costs under Cal. Lab. Code § 2802.

### **EIGHTH CAUSE OF ACTION**

#### **FAILURE TO PAY WAGES WHEN DUE**

**(Cal. Lab. Code §§201, 202, 203)**

**(Alleged by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and against all DEFENDANTS)**

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

107. Cal. Lab. Code § 200 provides that:

As used in this article:(a) "Wages" includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, Commission basis, or other method of calculation. (b) "Labor" includes labor, work, or service whether rendered or performed under contract, subcontract, partnership, station plan, or other agreement if the labor to be paid for is performed personally by the person demanding payment.

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

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

If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. 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

1 mailing shall constitute the date of payment for purposes of the requirement to  
2 provide payment within 72 hours of the notice of quitting.

3 110. There was no definite term in PLAINTIFF's or any CALIFORNIA LABOR SUB-  
4 CLASS Members' employment contract.

5 111. Cal. Lab. Code § 203 provides:

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

11 112. The employment of PLAINTIFF and many CALIFORNIA LABOR SUB-CLASS  
12 Members terminated and DEFENDANTS have not tendered payment of wages, to these  
13 employees who missed meal and rest breaks, as required by law.

14 113. Therefore, as provided by Cal Lab. Code § 203, on behalf of himself and the  
15 members of the CALIFORNIA LABOR SUB-CLASS whose employment has, PLAINTIFF  
16 demands up to thirty days of pay as penalty for not paying all wages due at time of termination  
17 for all employees who terminated employment during the CALIFORNIA LABOR SUB-CLASS  
18 PERIOD, and demands an accounting and payment of all wages due, plus interest and statutory  
19 costs as allowed by law.

### 20 **PRAYER FOR RELIEF**

21 WHEREFORE, PLAINTIFF pray for a judgment against each DEFENDANTS, jointly  
22 and severally, as follows:

23 1. On behalf of the CALIFORNIA CLASS:

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

1 for restitution of the sums incidental to DEFENDANTS' violations due to  
2 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

3 2. On behalf of the CALIFORNIA LABOR SUB-CLASS:

- 4 a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth  
5 Causes of Action asserted by the CALIFORNIA LABOR SUB-CLASS as a class  
6 action pursuant to Cal. Code of Civ. Proc. § 382;
- 7 b. Compensatory damages, according to proof at trial, including compensatory  
8 damages for minimum wages, overtime wages, unreimbursed expenses, and other  
9 compensation due to PLAINTIFF and the other members of the CALIFORNIA  
10 LABOR SUB-CLASS, during the applicable CALIFORNIA LABOR SUB-  
11 CLASS PERIOD plus interest thereon at the statutory rate;
- 12 c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and  
13 the applicable IWC Wage Order;
- 14 d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in  
15 which a violation occurs and one hundred dollars (\$100) per member of the  
16 CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay  
17 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and  
18 an award of costs for violation of Cal. Lab. Code § 226; and,
- 19 e. The wages of all terminated employees from the CALIFORNIA LABOR SUB-  
20 CLASS as a penalty from the due date thereof at the same rate until paid or until an  
21 action therefore is commenced, in accordance with Cal. Lab. Code § 203.

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1           3. On all claims:

- 2           a. An award of interest, including prejudgment interest at the legal rate;
- 3           b. Such other and further relief as the Court deems just and equitable; and
- 4           c. An award of penalties, attorneys' fees and costs of suit, as allowable under the law,
- 5                 including, but not limited to, pursuant to Labor Code § 218.5, § 226, §1194, §1197
- 6                 and/or §2802.

7

8 DATED: \_\_\_\_\_, 2021

9

10                                   **ZAKAY LAW GROUP, APLC**

11                                   By: \_\_\_\_\_

12                                         Shani O. Zakay

13                                         Attorney for Plaintiffs

14                                   **DEMAND FOR A JURY TRIAL**

15

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

17 DATED: \_\_\_\_\_, 2021

18                                   **ZAKAY LAW GROUP, APLC**

19

20                                   By: \_\_\_\_\_

21

22                                         Shani O. Zakay

23                                         Attorney for Plaintiffs

# **EXHIBIT 3**

# **EXHIBIT 4**

# JCL Law Firm

## Unbilled Time

Activity: All Dates

| ACTIVITY DATE                   | POSTING | EMPLOYEE             | MEMO/DESCRIPTION                                                                         | RATE   | DURATION | AMOUNT   | BALANCE   |
|---------------------------------|---------|----------------------|------------------------------------------------------------------------------------------|--------|----------|----------|-----------|
| Harrington v. Genesis (002-213) |         |                      |                                                                                          |        |          |          |           |
| 03/02/2021                      | No      | Jean Claude Lapuyade | Fact Investigation - Client Intake                                                       | 550.00 | 0:54     | 495.00   | 495.00    |
| 03/05/2021                      | No      | Jean Claude Lapuyade | Fact Investigation - R&R Employee Documents                                              | 550.00 | 5:06     | 2,805.00 | 3,300.00  |
| 03/08/2021                      | No      | Jean Claude Lapuyade | Legal Research - 226 Claims for Failure to Include Address on Wage Statement             | 550.00 | 4:00     | 2,200.00 | 5,500.00  |
| 03/08/2021                      | No      | Jean Claude Lapuyade | Legal Research - On Duty Meal Period for Security Guards and Rest Period Claims          | 550.00 | 4:54     | 2,695.00 | 8,195.00  |
| 03/10/2021                      | No      | Jean Claude Lapuyade | Case Management - Drafted Status Letter to Client Re Claim Analysis                      | 550.00 | 2:12     | 1,210.00 | 9,405.00  |
| 03/12/2021                      | No      | Jean Claude Lapuyade | Case Management - TCW Client Re Claims                                                   | 550.00 | 0:42     | 385.00   | 9,790.00  |
| 03/12/2021                      | No      | Jean Claude Lapuyade | Legal Research - Employee File Demand (Statutes and Cases)                               | 550.00 | 1:54     | 1,045.00 | 10,835.00 |
| 03/15/2021                      | No      | Jean Claude Lapuyade | Discovery - Drafted Employee File Demand Letter                                          | 550.00 | 1:00     | 550.00   | 11,385.00 |
| 03/29/2021                      | No      | Jean Claude Lapuyade | Legal Research - PAGA Statute                                                            | 550.00 | 2:12     | 1,210.00 | 12,595.00 |
| 03/31/2021                      | No      | Jean Claude Lapuyade | Case Management - Drafted Status Letter to Client Re Timeline for Employee File and LWDA | 550.00 | 1:54     | 1,045.00 | 13,640.00 |
| 04/22/2021                      | No      | Jean Claude Lapuyade | Legal Research - LWDA Notice Requirements (Statutes and Cases)                           | 550.00 | 5:00     | 2,750.00 | 16,390.00 |
| 04/26/2021                      | No      | Jean Claude Lapuyade | Pleadings - Drafted, Revised and Edited LWDA Notice                                      | 550.00 | 6:00     | 3,300.00 | 19,690.00 |
| 04/30/2021                      | No      | Jean Claude Lapuyade | Case Management - Drafted Status Letter to Client Re LWDA Notice and Timeline            | 550.00 | 0:54     | 495.00   | 20,185.00 |
| 05/04/2021                      | No      | Jean Claude Lapuyade | Case Management - TCW Client Re LWDA Notice and Edits                                    | 550.00 | 1:30     | 825.00   | 21,010.00 |
| 05/07/2021                      | No      | Jean Claude Lapuyade | Pleadings - Finalized LWDA Notice                                                        | 550.00 | 0:48     | 440.00   | 21,450.00 |
| 05/10/2021                      | No      | Tesla Stone          | Filed PAGA letter with LWDA                                                              | 150.00 | 0:30     | 75.00    | 21,525.00 |
| 05/17/2021                      | No      | Tesla Stone          | File maintenance                                                                         | 150.00 | 0:30     | 75.00    | 21,600.00 |
| 05/31/2021                      | No      | Tesla Stone          | File maintenance                                                                         | 150.00 | 0:30     | 75.00    | 21,675.00 |
| 06/14/2021                      | No      | Tesla Stone          | File maintenance                                                                         | 150.00 | 0:30     | 75.00    | 21,750.00 |
| 06/24/2021                      | No      | Jean Claude Lapuyade | Pleadings - Drafted, Revised and Edited Class Action Complaint                           | 550.00 | 4:30     | 2,475.00 | 24,225.00 |
| 06/30/2021                      | No      | Tesla Stone          | File maintenance                                                                         | 150.00 | 0:30     | 75.00    | 24,300.00 |
| 07/08/2021                      | No      | Jean Claude Lapuyade | Case Management - Drafted Letter to Client Re Complaint and Timeline for Filing          | 550.00 | 1:30     | 825.00   | 25,125.00 |
| 07/12/2021                      | No      | Jean Claude Lapuyade | Case Management - TCW Client Re Complaint                                                | 550.00 | 0:18     | 165.00   | 25,290.00 |
| 07/12/2021                      | No      | Tesla Stone          | File maintenance                                                                         | 150.00 | 0:30     | 75.00    | 25,365.00 |
| 07/15/2021                      | No      | Jean Claude          | Pleadings - Finalized Complaint for Filing                                               | 550.00 | 0:30     | 275.00   | 25,640.00 |

# JCL Law Firm

## Unbilled Time

Activity: All Dates

| ACTIVITY DATE | POSTING | EMPLOYEE             | MEMO/DESCRIPTION                                                                             | RATE   | DURATION | AMOUNT   | BALANCE   |
|---------------|---------|----------------------|----------------------------------------------------------------------------------------------|--------|----------|----------|-----------|
|               |         | Lapuyade             |                                                                                              |        |          |          |           |
| 07/16/2021    | No      | Tesla Stone          | Finalized and filed complaint                                                                | 150.00 | 2:00     | 300.00   | 25,940.00 |
| 07/22/2021    | No      | Tesla Stone          | Served Court's Notice of Hearing                                                             | 150.00 | 0:30     | 75.00    | 26,015.00 |
| 07/22/2021    | No      | Tesla Stone          | Served initiating documents and calendared NAR due date                                      | 150.00 | 0:30     | 75.00    | 26,090.00 |
| 07/30/2021    | No      | Tesla Stone          | File maintenance                                                                             | 150.00 | 0:30     | 75.00    | 26,165.00 |
| 08/11/2021    | No      | Tesla Stone          | File maintenance                                                                             | 150.00 | 0:30     | 75.00    | 26,240.00 |
| 08/12/2021    | No      | Jean Claude Lapuyade | Case Management - Emails to/from OC RE Venue and Status                                      | 550.00 | 1:00     | 550.00   | 26,790.00 |
| 08/23/2021    | No      | Tesla Stone          | File maintenance                                                                             | 150.00 | 0:30     | 75.00    | 26,865.00 |
| 08/25/2021    | No      | Jean Claude Lapuyade | Pleadings - R&R Defendant's Answer                                                           | 550.00 | 1:30     | 825.00   | 27,690.00 |
| 08/26/2021    | No      | Jean Claude Lapuyade | Legal Research - Motion to Strike and Demurrer Answer (SOL, Offset, Accord and Satisfaction) | 550.00 | 3:54     | 2,145.00 | 29,835.00 |
| 09/08/2021    | No      | Tesla Stone          | Served Court's Complex Order                                                                 | 150.00 | 0:30     | 75.00    | 29,910.00 |
| 09/13/2021    | No      | Tesla Stone          | File maintenance                                                                             | 150.00 | 0:30     | 75.00    | 29,985.00 |
| 09/15/2021    | No      | Jean Claude Lapuyade | Case Management - R&R Draft CMS                                                              | 550.00 | 0:24     | 220.00   | 30,205.00 |
| 09/16/2021    | No      | Tesla Stone          | Filed and served Plaintiff's Case Management Statement                                       | 150.00 | 0:42     | 105.00   | 30,310.00 |
| 09/30/2021    | No      | Tesla Stone          | File maintenance                                                                             | 150.00 | 0:30     | 75.00    | 30,385.00 |
| 10/01/2021    | No      | Jean Claude Lapuyade | Case Management - Drafted, Revised and Edited CMS                                            | 550.00 | 0:54     | 495.00   | 30,880.00 |
| 10/05/2021    | No      | Tesla Stone          | File and served Plaintiff's Case Management Statement                                        | 150.00 | 0:30     | 75.00    | 30,955.00 |
| 10/06/2021    | No      | Tesla Stone          | File maintenance                                                                             | 150.00 | 0:30     | 75.00    | 31,030.00 |
| 10/08/2021    | No      | Jean Claude Lapuyade | Case Management - R&R Defense CMS                                                            | 550.00 | 0:30     | 275.00   | 31,305.00 |
| 10/12/2021    | No      | Jean Claude Lapuyade | Discovery - Drafted, Revised and Edited SI (Set 1) to both Defendants                        | 550.00 | 3:00     | 1,650.00 | 32,955.00 |
| 10/12/2021    | No      | Jean Claude Lapuyade | Discovery - Drafted, Revised and Edited RFA (Set 1), RFP (Set 1), FR-G (Set 1), FR-E (Set 1) | 550.00 | 7:30     | 4,125.00 | 37,080.00 |
| 10/14/2021    | No      | Jean Claude Lapuyade | Case Management - Drafted Status Letter to Client                                            | 550.00 | 1:30     | 825.00   | 37,905.00 |
| 10/14/2021    | No      | Tesla Stone          | Filed and served Plaintiff's Notice of Change of Address                                     | 150.00 | 0:30     | 75.00    | 37,980.00 |
| 10/14/2021    | No      | Jean Claude Lapuyade | Drafted Notice of COA                                                                        | 550.00 | 1:00     | 550.00   | 38,530.00 |
| 10/18/2021    | No      | Jean Claude Lapuyade | Pleading- CMC preparation.                                                                   | 550.00 | 0:36     | 330.00   | 38,860.00 |
| 10/20/2021    | No      | Jean Claude Lapuyade | Discovery - Edited and Finalized Discovery                                                   | 550.00 | 1:18     | 715.00   | 39,575.00 |
| 10/21/2021    | No      | Tesla Stone          | Served discovery                                                                             | 150.00 | 0:42     | 105.00   | 39,680.00 |
| 10/25/2021    | No      | Tesla Stone          | Filed and served Stip to Amend FAC                                                           | 150.00 | 0:30     | 75.00    | 39,755.00 |
| 10/29/2021    | No      | Tesla                | File maintenance                                                                             | 150.00 | 0:30     | 75.00    | 39,830.00 |

# JCL Law Firm

## Unbilled Time

Activity: All Dates

| ACTIVITY DATE | POSTING | EMPLOYEE                            | MEMO/DESCRIPTION                                                                                                       | RATE   | DURATION | AMOUNT   | BALANCE   |
|---------------|---------|-------------------------------------|------------------------------------------------------------------------------------------------------------------------|--------|----------|----------|-----------|
| 11/11/2021    | No      | Stone<br>Jean<br>Claude<br>Lapuyade | Legal Research - Arbitration Agreement Enforceability (Condition of Employment Cases and other conscionability Issues) | 550.00 | 3:30     | 1,925.00 | 41,755.00 |
| 11/12/2021    | No      | Tesla<br>Stone                      | File maintenance                                                                                                       | 150.00 | 0:30     | 75.00    | 41,830.00 |
| 11/22/2021    | No      | Tesla<br>Stone                      | File maintenance                                                                                                       | 150.00 | 0:30     | 75.00    | 41,905.00 |
| 11/22/2021    | No      | Jean<br>Claude<br>Lapuyade          | Discovery _ R&R Defendants' Responses to SI (Set 1)                                                                    | 550.00 | 3:00     | 1,650.00 | 43,555.00 |
| 11/23/2021    | No      | Jean<br>Claude<br>Lapuyade          | Pleadings - R&R Defendant Atlas FA Answer                                                                              | 550.00 | 1:24     | 770.00   | 44,325.00 |
| 11/30/2021    | No      | Jean<br>Claude<br>Lapuyade          | Case Management - Drafted Status Letter to Client Re Timeline                                                          | 550.00 | 1:30     | 825.00   | 45,150.00 |
| 11/30/2021    | No      | Jean<br>Claude<br>Lapuyade          | Legal Research - M&C and Motion to Compel Issues related to D Responses to SI (Set 1)                                  | 550.00 | 3:36     | 1,980.00 | 47,130.00 |
| 12/01/2021    | No      | Jean<br>Claude<br>Lapuyade          | Discovery - Drafted M&C Letter Responses to SI (Set 1)                                                                 | 550.00 | 2:54     | 1,595.00 | 48,725.00 |
| 12/01/2021    | No      | Jean<br>Claude<br>Lapuyade          | Pleadings - R&R Dec. to Dismiss Class Claims                                                                           | 550.00 | 0:18     | 165.00   | 48,890.00 |
| 12/02/2021    | No      | Jean<br>Claude<br>Lapuyade          | Fact Investigation - Research into Atlas Security and Legal Filings Against owner                                      | 550.00 | 2:54     | 1,595.00 | 50,485.00 |
| 12/02/2021    | No      | Tesla<br>Stone                      | Filed and served Declaration to Dismiss and Proposed Order                                                             | 150.00 | 0:30     | 75.00    | 50,560.00 |
| 12/13/2021    | No      | Tesla<br>Stone                      | File maintenance                                                                                                       | 150.00 | 0:30     | 75.00    | 50,635.00 |
| 12/24/2021    | No      | Jean<br>Claude<br>Lapuyade          | Pleadings - Drafted, Revised and Edited FAC                                                                            | 550.00 | 2:00     | 1,100.00 | 51,735.00 |
| 12/24/2021    | No      | Jean<br>Claude<br>Lapuyade          | Law and Motion - R&R Stip to File FAC                                                                                  | 550.00 | 1:00     | 550.00   | 52,285.00 |
| 12/27/2021    | No      | Tesla<br>Stone                      | Served conformed Stip to Amend FAC                                                                                     | 150.00 | 0:30     | 75.00    | 52,360.00 |
| 12/27/2021    | No      | Jean<br>Claude<br>Lapuyade          | Discovery - Drafted, Revised and Edited RFA (Set 1) and FR - General (Set 1), FR - Employment (Set 1)                  | 550.00 | 4:00     | 2,200.00 | 54,560.00 |
| 12/29/2021    | No      | Jean<br>Claude<br>Lapuyade          | Discovery - Drafted SI (Set 2) to Each Defendant                                                                       | 550.00 | 4:12     | 2,310.00 | 56,870.00 |
| 12/31/2021    | No      | Tesla<br>Stone                      | File maintenance                                                                                                       | 150.00 | 0:30     | 75.00    | 56,945.00 |
| 01/04/2022    | No      | Jean<br>Claude<br>Lapuyade          | Discovery - Drafted RFP (Set 1) to each Defendant.                                                                     | 550.00 | 3:54     | 2,145.00 | 59,090.00 |
| 01/04/2022    | No      | Jean<br>Claude<br>Lapuyade          | Discovery - Revised and finalized SI (Set 2), RFP (Set 1), RFA (Set 1)                                                 | 550.00 | 1:30     | 825.00   | 59,915.00 |
| 01/07/2022    | No      | Jean<br>Claude<br>Lapuyade          | Discovery - Reviewed and Revised Written Discovery Requests                                                            | 550.00 | 2:30     | 1,375.00 | 61,290.00 |
| 01/10/2022    | No      | Tesla<br>Stone                      | Filed and served FAC                                                                                                   | 150.00 | 0:30     | 75.00    | 61,365.00 |
| 01/10/2022    | No      | Tesla<br>Stone                      | Served Plaintiff's SI (Set 1) and RFP (Set 1)                                                                          | 150.00 | 0:42     | 105.00   | 61,470.00 |
| 01/14/2022    | No      | Jean<br>Claude<br>Lapuyade          | Pleadings - Reviewed FAC                                                                                               | 550.00 | 1:00     | 550.00   | 62,020.00 |
| 01/14/2022    | No      | Tesla<br>Stone                      | File maintenance                                                                                                       | 150.00 | 0:30     | 75.00    | 62,095.00 |
| 01/21/2022    | No      | Jean                                | Pleadings - Emails to/from OC Re Stip for FAC                                                                          | 550.00 | 0:30     | 275.00   | 62,370.00 |

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## Unbilled Time

Activity: All Dates

| ACTIVITY DATE | POSTING | EMPLOYEE             | MEMO/DESCRIPTION                                                           | RATE   | DURATION | AMOUNT   | BALANCE   |
|---------------|---------|----------------------|----------------------------------------------------------------------------|--------|----------|----------|-----------|
| 01/21/2022    | No      | Claude Lapuyade      | Case Management - Drafted Status Letter to Clients                         | 550.00 | 1:30     | 825.00   | 63,195.00 |
| 01/31/2022    | No      | Tesla Stone          | File maintenance                                                           | 150.00 | 0:30     | 75.00    | 63,270.00 |
| 02/10/2022    | No      | Jean Claude Lapuyade | Discovery - Drafted Belaire Notice Letter to Class List                    | 550.00 | 1:48     | 990.00   | 64,260.00 |
| 02/10/2022    | No      | Tesla Stone          | File maintenance                                                           | 150.00 | 0:30     | 75.00    | 64,335.00 |
| 02/14/2022    | No      | Tesla Stone          | Filed and served Plaintiff's Case Management Statement                     | 150.00 | 0:30     | 75.00    | 64,410.00 |
| 02/18/2022    | No      | Jean Claude Lapuyade | Discovery - Conducted Eleven (11) Class Member Interviews from Class List  | 550.00 | 5:36     | 3,080.00 | 67,490.00 |
| 02/21/2022    | No      | Jean Claude Lapuyade | Discovery - Conducted Sixteen (16) Class Member Interviews from Class List | 550.00 | 6:36     | 3,630.00 | 71,120.00 |
| 02/28/2022    | No      | Tesla Stone          | File maintenance                                                           | 150.00 | 0:30     | 75.00    | 71,195.00 |
| 03/01/2022    | No      | Jean Claude Lapuyade | Discovery - Made Class Calls to Interview Class Members                    | 550.00 | 6:30     | 3,575.00 | 74,770.00 |
| 03/10/2022    | No      | Jean Claude Lapuyade | Case Management - Meet and Confer Emails w/ New OC Re Case Satus           | 550.00 | 1:30     | 825.00   | 75,595.00 |
| 03/11/2022    | No      | Jean Claude Lapuyade | Discovery - Made Class Class Calls to Class Members                        | 550.00 | 3:42     | 2,035.00 | 77,630.00 |
| 03/15/2022    | No      | Tesla Stone          | File maintenance                                                           | 150.00 | 0:30     | 75.00    | 77,705.00 |
| 03/31/2022    | No      | Tesla Stone          | File maintenance                                                           | 150.00 | 0:30     | 75.00    | 77,780.00 |
| 04/11/2022    | No      | Jean Claude Lapuyade | Mediation - Emails to/from OC Re Mediation                                 | 550.00 | 0:30     | 275.00   | 78,055.00 |
| 04/11/2022    | No      | Tesla Stone          | File maintenance                                                           | 150.00 | 0:30     | 75.00    | 78,130.00 |
| 04/14/2022    | No      | Jean Claude Lapuyade | Case Management - Drafted Status Letter to Clients                         | 550.00 | 1:30     | 825.00   | 78,955.00 |
| 04/16/2022    | No      | Jean Claude Lapuyade | Mediation - Emails to/from OC Re Mediation                                 | 550.00 | 0:30     | 275.00   | 79,230.00 |
| 04/29/2022    | No      | Tesla Stone          | File maintenance                                                           | 150.00 | 0:30     | 75.00    | 79,305.00 |
| 05/16/2022    | No      | Tesla Stone          | File maintenance                                                           | 150.00 | 0:30     | 75.00    | 79,380.00 |
| 05/24/2022    | No      | Jean Claude Lapuyade | Emails to/from OC Re Mediation                                             | 550.00 | 0:24     | 220.00   | 79,600.00 |
| 05/31/2022    | No      | Tesla Stone          | File maintenance                                                           | 150.00 | 0:30     | 75.00    | 79,675.00 |
| 06/08/2022    | No      | Jean Claude Lapuyade | Case Management - Drafted Stip to Stay                                     | 550.00 | 1:48     | 990.00   | 80,665.00 |
| 06/13/2022    | No      | Jean Claude Lapuyade | Case Management - TCW Client Re Case Status                                | 550.00 | 0:54     | 495.00   | 81,160.00 |
| 06/13/2022    | No      | Tesla Stone          | File maintenance                                                           | 150.00 | 0:30     | 75.00    | 81,235.00 |
| 06/20/2022    | No      | Jean Claude Lapuyade | Legal Research - Impact of Viking River Decision on Arb. Agreement in Case | 550.00 | 5:18     | 2,915.00 | 84,150.00 |
| 06/25/2022    | No      | Jean Claude          | Legal Research - non mutual arbitration agreements                         | 550.00 | 3:30     | 1,925.00 | 86,075.00 |

# JCL Law Firm

## Unbilled Time

Activity: All Dates

| ACTIVITY DATE | POSTING | EMPLOYEE                | MEMO/DESCRIPTION                                                                                                                                                                                                                                                                         | RATE   | DURATION | AMOUNT | BALANCE   |
|---------------|---------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----------|--------|-----------|
|               |         | Lapuyade                |                                                                                                                                                                                                                                                                                          |        |          |        |           |
| 06/30/2022    | No      | Tesla Stone             | File maintenance                                                                                                                                                                                                                                                                         | 150.00 | 0:30     | 75.00  | 86,150.00 |
| 07/08/2022    | No      | Tesla Stone             | File maintenance                                                                                                                                                                                                                                                                         | 150.00 | 0:30     | 75.00  | 86,225.00 |
| 07/13/2022    | No      | Jean Claude Lapuyade    | Discovery - TCW OC Re Mediation Data                                                                                                                                                                                                                                                     | 550.00 | 0:30     | 275.00 | 86,500.00 |
| 07/16/2022    | No      | Jean Claude Lapuyade    | Discovery - Emails to/from OC Re Mediation Data                                                                                                                                                                                                                                          | 550.00 | 0:36     | 330.00 | 86,830.00 |
| 07/21/2022    | No      | Tesla Stone             | Filed and served Stip to Continue Case Management Conference                                                                                                                                                                                                                             | 150.00 | 0:30     | 75.00  | 86,905.00 |
| 07/29/2022    | No      | Tesla Stone             | File maintenance                                                                                                                                                                                                                                                                         | 150.00 | 0:30     | 75.00  | 86,980.00 |
| 08/05/2022    | No      | Tesla Stone             | File maintenance                                                                                                                                                                                                                                                                         | 150.00 | 0:30     | 75.00  | 87,055.00 |
| 08/15/2022    | No      | Jean Claude Lapuyade    | Case Management - Drafted Status Letter to Clients                                                                                                                                                                                                                                       | 550.00 | 1:30     | 825.00 | 87,880.00 |
| 08/18/2022    | No      | Jean Claude Lapuyade    | Discovery - Emails to/from OC Re Mediation data                                                                                                                                                                                                                                          | 550.00 | 0:18     | 165.00 | 88,045.00 |
| 08/31/2022    | No      | Tesla Stone             | File maintenance                                                                                                                                                                                                                                                                         | 150.00 | 0:30     | 75.00  | 88,120.00 |
| 09/12/2022    | No      | Tesla Stone             | File maintenance                                                                                                                                                                                                                                                                         | 150.00 | 0:30     | 75.00  | 88,195.00 |
| 09/19/2022    | No      | Jean Claude Lapuyade    | Case Management - Emails to/from OC Re Mediation and Data                                                                                                                                                                                                                                | 550.00 | 0:36     | 330.00 | 88,525.00 |
| 09/23/2022    | No      | Jean Claude Lapuyade    | Case Management - TCW OC Re Claims                                                                                                                                                                                                                                                       | 550.00 | 0:30     | 275.00 | 88,800.00 |
| 09/30/2022    | No      | Tesla Stone             | File maintenance                                                                                                                                                                                                                                                                         | 150.00 | 0:30     | 75.00  | 88,875.00 |
| 10/10/2022    | No      | Monnett DeLaTorre       | Review email from opposing counsel regarding updated class information.                                                                                                                                                                                                                  | 500.00 | 0:06     | 50.00  | 88,925.00 |
| 10/10/2022    | No      | Tesla Stone             | File maintenance                                                                                                                                                                                                                                                                         | 150.00 | 0:30     | 75.00  | 89,000.00 |
| 10/20/2022    | No      | Jean Claude Lapuyade    | Case Management - Emails to/from Mediator Re Mediation Dates                                                                                                                                                                                                                             | 550.00 | 0:18     | 165.00 | 89,165.00 |
| 10/25/2022    | No      | Sydney Castillo-Johnson | Draft stip to stay pending mediation                                                                                                                                                                                                                                                     | 300.00 | 1:30     | 450.00 | 89,615.00 |
| 10/26/2022    | No      | Sydney Castillo-Johnson | Intraoffice emails re: claims and mediation                                                                                                                                                                                                                                              | 300.00 | 0:20     | 100.00 | 89,715.00 |
| 10/26/2022    | No      | Monnett DeLaTorre       | Review prior detailed emails with opposing counsel regarding early mediation, review relevant information regarding class and break in data and review file to obtain relevant facts as to claim period for purposes of pushing pre-mediation data request in preparation for mediation. | 500.00 | 1:00     | 500.00 | 90,215.00 |
| 10/27/2022    | No      | Sydney Castillo-Johnson | Review and revise stip to stay pending mediation                                                                                                                                                                                                                                         | 300.00 | 0:25     | 125.00 | 90,340.00 |
| 10/27/2022    | No      | Sydney Castillo-Johnson | Interoffice emails re: mediation                                                                                                                                                                                                                                                         | 300.00 | 0:30     | 150.00 | 90,490.00 |
| 10/27/2022    | No      | Monnett DeLaTorre       | Review draft stipulation to stay, review emails from litigation team regarding sampling and conduct strategy discussion regarding scope of records to obtain from opposing counsel.                                                                                                      | 500.00 | 0:30     | 250.00 | 90,740.00 |
| 10/28/2022    | No      | Monnett DeLaTorre       | Review email from counsel regarding change in handling attorney.                                                                                                                                                                                                                         | 500.00 | 0:06     | 50.00  | 90,790.00 |
| 10/28/2022    | No      | Sydney Castillo-Johnson | Emails to OC re: stip and data demand follow up                                                                                                                                                                                                                                          | 300.00 | 0:12     | 60.00  | 90,850.00 |
| 10/28/2022    | No      | Sydney Castillo-Johnson | Emails to OC re: stip to stay pending mediation                                                                                                                                                                                                                                          | 300.00 | 0:15     | 75.00  | 90,925.00 |
| 10/31/2022    | No      | Tesla                   | File maintenance                                                                                                                                                                                                                                                                         | 150.00 | 0:30     | 75.00  | 91,000.00 |

# JCL Law Firm

## Unbilled Time

Activity: All Dates

| ACTIVITY DATE | POSTING | EMPLOYEE                            | MEMO/DESCRIPTION                                                                                                                                                                                                                                     | RATE   | DURATION | AMOUNT   | BALANCE   |
|---------------|---------|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----------|----------|-----------|
| 11/04/2022    | No      | Stone<br>Jean<br>Claude<br>Lapuyade | Case Management - Drafted Status Letter to Clients                                                                                                                                                                                                   | 550.00 | 1:30     | 825.00   | 91,825.00 |
| 11/07/2022    | No      | Jean<br>Claude<br>Lapuyade          | Discovery/Investigation - Calls w/ Class Members for Decs. ISO Mediation                                                                                                                                                                             | 550.00 | 6:12     | 3,410.00 | 95,235.00 |
| 11/07/2022    | No      | Monnett<br>DeLaTorre                | Review stipulation and prepare communication to opposing counsel regarding stipulation to stay, data demand and production date requested prior to mediation.                                                                                        | 500.00 | 0:18     | 150.00   | 95,385.00 |
| 11/08/2022    | No      | Jean<br>Claude<br>Lapuyade          | Discovery - Emails to/from OC Re Data Demand                                                                                                                                                                                                         | 550.00 | 0:12     | 110.00   | 95,495.00 |
| 11/08/2022    | No      | Sydney<br>Castillo-<br>Johnson      | Interoffice emails re: mediation                                                                                                                                                                                                                     | 300.00 | 0:20     | 100.00   | 95,595.00 |
| 11/08/2022    | No      | Sydney<br>Castillo-<br>Johnson      | Emails to OC re: follow up on stip and data                                                                                                                                                                                                          | 300.00 | 0:12     | 60.00    | 95,655.00 |
| 11/09/2022    | No      | Monnett<br>DeLaTorre                | Review and respond to email from opposing counsel regarding teleconference to be set to discuss sampling size and pre-mediation production.                                                                                                          | 500.00 | 0:06     | 50.00    | 95,705.00 |
| 11/09/2022    | No      | Monnett<br>DeLaTorre                | Strategy meeting with litigation team regarding sampling size to be requested and impact of Defendant's inability to access half of the records.                                                                                                     | 500.00 | 0:18     | 150.00   | 95,855.00 |
| 11/09/2022    | No      | Monnett<br>DeLaTorre                | Conduct strategy meeting with litigation team regarding scope of sampling to be sought from opposing counsel given issue with their limited access to records.                                                                                       | 500.00 | 0:12     | 100.00   | 95,955.00 |
| 11/09/2022    | No      | Monnett<br>DeLaTorre                | Evaluate prior emails exchanged with opposing counsel regarding Aggrieved Employee size and conduct strategy meeting with litigation team regarding Aggrieved employee size and teleconference to be conducted with opposing counsel.                | 500.00 | 0:24     | 200.00   | 96,155.00 |
| 11/10/2022    | No      | Sydney<br>Castillo-<br>Johnson      | Interoffice emails re: mediation                                                                                                                                                                                                                     | 300.00 | 0:15     | 75.00    | 96,230.00 |
| 11/10/2022    | No      | Monnett<br>DeLaTorre                | Strategy call with Mr. Lapuyade regarding specific issues associated with Defendant, change in ownership, lost class data and scope of sampling for purposes of mediation.                                                                           | 500.00 | 0:18     | 150.00   | 96,380.00 |
| 11/10/2022    | No      | Monnett<br>DeLaTorre                | Strategy meetings with litigation team regarding sampling size to be requested from opposing counsel due to missing data tied to change in ownership.                                                                                                | 500.00 | 0:12     | 100.00   | 96,480.00 |
| 11/11/2022    | No      | Monnett<br>DeLaTorre                | Email to opposing counsel regarding need to discuss data production in anticipation of mediation.                                                                                                                                                    | 500.00 | 0:06     | 50.00    | 96,530.00 |
| 11/14/2022    | No      | Monnett<br>DeLaTorre                | Attend call with opposing counsel to discuss class size, issues with production, relevant facts as to Defendants and scope of records available and agreement that can be reached as to pre-mediation production and prepare for call.               | 500.00 | 0:30     | 250.00   | 96,780.00 |
| 11/14/2022    | No      | Monnett<br>DeLaTorre                | Strategy meeting with litigation team regarding contents of discussion with OC and prepare summary email regarding call to opposing counsel regarding pre-mediation production, sampling size and violation rate that will be assumed for mediation. | 500.00 | 0:36     | 300.00   | 97,080.00 |
| 11/14/2022    | No      | Monnett<br>DeLaTorre                | Prepare detailed email to opposing counsel reiterating conversation regarding sampling size and what we can agree to in preparation for mediation.                                                                                                   | 500.00 | 0:12     | 100.00   | 97,180.00 |
| 11/14/2022    | No      | Monnett<br>DeLaTorre                | Strategy meeting with Attorneys Zakay, Lapuyade and Castillo-Johnson to discuss sampling, production date and impact on mediation and approval.                                                                                                      | 500.00 | 0:24     | 200.00   | 97,380.00 |
| 11/14/2022    | No      | Monnett<br>DeLaTorre                | Conduct teleconference with opposing counsel regarding sampling size in preparation for mediation.                                                                                                                                                   | 500.00 | 0:24     | 200.00   | 97,580.00 |
| 11/14/2022    | No      | Monnett<br>DeLaTorre                | Summary analysis to litigation team regarding relevant points discussed with opposing counsel and initial agreement as to pre-mediation production.                                                                                                  | 500.00 | 0:06     | 50.00    | 97,630.00 |
| 11/14/2022    | No      | Tesla<br>Stone                      | File maintenance                                                                                                                                                                                                                                     | 150.00 | 0:30     | 75.00    | 97,705.00 |
| 11/30/2022    | No      | Tesla<br>Stone                      | File maintenance                                                                                                                                                                                                                                     | 150.00 | 0:30     | 75.00    | 97,780.00 |
| 12/06/2022    | No      | Sydney<br>Castillo-<br>Johnson      | Fact investigation - review file                                                                                                                                                                                                                     | 300.00 | 1:55     | 575.00   | 98,355.00 |
| 12/06/2022    | No      | Sydney<br>Castillo-<br>Johnson      | Interoffice email exchange re: mediation data                                                                                                                                                                                                        | 300.00 | 0:15     | 75.00    | 98,430.00 |
| 12/06/2022    | No      | Monnett<br>DeLaTorre                | Review and update draft stipulation to stay and send follow up email to opposing counsel regarding pre-mediation sampling.                                                                                                                           | 500.00 | 0:24     | 200.00   | 98,630.00 |
| 12/07/2022    | No      | Jean<br>Claude<br>Lapuyade          | Discovery - Emails to/from OC Re Mediation Data                                                                                                                                                                                                      | 550.00 | 0:12     | 110.00   | 98,740.00 |
| 12/12/2022    | No      | Tesla<br>Stone                      | File maintenance                                                                                                                                                                                                                                     | 150.00 | 0:30     | 75.00    | 98,815.00 |
| 12/12/2022    | No      | Monnett                             | Follow up email to opposing counsel regarding scope of sampling and stipulation to stay matter.                                                                                                                                                      | 500.00 | 0:06     | 50.00    | 98,865.00 |

# JCL Law Firm

## Unbilled Time

Activity: All Dates

| ACTIVITY DATE | POSTING | EMPLOYEE                                | MEMO/DESCRIPTION                                                                                                                                                                                                                                     | RATE   | DURATION | AMOUNT   | BALANCE    |
|---------------|---------|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----------|----------|------------|
| 12/12/2022    | No      | DeLaTorre<br>Jean<br>Claude<br>Lapuyade | Discovery/Fact Investigation - Calls w/ Class Members for Mediation Decs.                                                                                                                                                                            | 550.00 | 7:48     | 4,290.00 | 103,155.00 |
| 12/12/2022    | No      | Monnett<br>DeLaTorre                    | Follow up email to opposing counsel regarding pre-mediation sampling.                                                                                                                                                                                | 500.00 | 0:06     | 50.00    | 103,205.00 |
| 12/13/2022    | No      | Jean<br>Claude<br>Lapuyade              | Discovery - Emails to/from OC Re Data                                                                                                                                                                                                                | 550.00 | 0:12     | 110.00   | 103,315.00 |
| 12/14/2022    | No      | Monnett<br>DeLaTorre                    | Strategy meeting with litigation team regarding pushback from opposing counsel as to sampling and need to follow up and confirm sampling for mediation.                                                                                              | 500.00 | 0:12     | 100.00   | 103,415.00 |
| 12/15/2022    | No      | Jean<br>Claude<br>Lapuyade              | Discovery Investigation - Calls w/ Class Members Re Decs. ISO Mediation                                                                                                                                                                              | 550.00 | 5:00     | 2,750.00 | 106,165.00 |
| 12/15/2022    | No      | Jean<br>Claude<br>Lapuyade              | Discovery - TCW OC RE Mediation Data                                                                                                                                                                                                                 | 550.00 | 0:30     | 275.00   | 106,440.00 |
| 12/21/2022    | No      | Sydney<br>Castillo-<br>Johnson          | Intraoffice meeting re: data for mediation                                                                                                                                                                                                           | 300.00 | 0:45     | 225.00   | 106,665.00 |
| 12/21/2022    | No      | Monnett<br>DeLaTorre                    | Review email from opposing counsel regarding breakdown in numbers, review email sent by litigation team and prepare analysis breakdown for litigation team regarding class size and discrepancy in numbers for purposes of pre-mediation production. | 500.00 | 0:30     | 250.00   | 106,915.00 |
| 12/30/2022    | No      | Tesla<br>Stone                          | File maintenance                                                                                                                                                                                                                                     | 150.00 | 0:30     | 75.00    | 106,990.00 |
| 01/04/2023    | No      | Monnett<br>DeLaTorre                    | Follow up email to opposing counsel regarding pre-mediation data demand and request for documents.                                                                                                                                                   | 500.00 | 0:06     | 50.00    | 107,040.00 |
| 01/06/2023    | No      | Jean<br>Claude<br>Lapuyade              | Case Management - Drafted Status Letter to Client Re Mediation and Status                                                                                                                                                                            | 550.00 | 1:48     | 990.00   | 108,030.00 |
| 01/13/2023    | No      | Jean<br>Claude<br>Lapuyade              | Discovery/Investigation - Calls w/ Class Members Re Decs. ISO Mediation                                                                                                                                                                              | 550.00 | 5:00     | 2,750.00 | 110,780.00 |
| 01/16/2023    | No      | Tesla<br>Stone                          | File maintenance                                                                                                                                                                                                                                     | 150.00 | 0:30     | 75.00    | 110,855.00 |
| 01/18/2023    | No      | Sydney<br>Castillo-<br>Johnson          | Legal research - claims, meal and rest for mediation brief                                                                                                                                                                                           | 300.00 | 3:30     | 1,050.00 | 111,905.00 |
| 01/19/2023    | No      | Sydney<br>Castillo-<br>Johnson          | Legal research - OTC/covid screenings for mediation brief                                                                                                                                                                                            | 300.00 | 2:45     | 825.00   | 112,730.00 |
| 01/20/2023    | No      | Jean<br>Claude<br>Lapuyade              | Discovery - Emails to/from OC Re PO and Mediation Data                                                                                                                                                                                               | 550.00 | 0:18     | 165.00   | 112,895.00 |
| 01/21/2023    | No      | Jean<br>Claude<br>Lapuyade              | Law and Motion - Drafted, Revised and Edited Mediation Brief                                                                                                                                                                                         | 550.00 | 8:30     | 4,675.00 | 117,570.00 |
| 01/22/2023    | No      | Jean<br>Claude<br>Lapuyade              | Discovery - R&R Mediation Data                                                                                                                                                                                                                       | 550.00 | 3:54     | 2,145.00 | 119,715.00 |
| 01/23/2023    | No      | Tesla<br>Stone                          | Filed and served Stipulation and Protective Order                                                                                                                                                                                                    | 150.00 | 0:30     | 75.00    | 119,790.00 |
| 01/24/2023    | No      | Monnett<br>DeLaTorre                    | Email to opposing counsel regarding status of records and sampling for purposes of mediation.                                                                                                                                                        | 500.00 | 0:06     | 50.00    | 119,840.00 |
| 01/24/2023    | No      | Monnett<br>DeLaTorre                    | Review and respond to email from expert regarding status of sampling.                                                                                                                                                                                | 500.00 | 0:06     | 50.00    | 119,890.00 |
| 01/27/2023    | No      | Monnett<br>DeLaTorre                    | Email to opposing counsel following up on pre-mediation data and status of production.                                                                                                                                                               | 500.00 | 0:06     | 50.00    | 119,940.00 |
| 01/27/2023    | No      | Monnett<br>DeLaTorre                    | Review and respond to email from expert regarding status of pre-mediation data.                                                                                                                                                                      | 500.00 | 0:06     | 50.00    | 119,990.00 |
| 01/30/2023    | No      | Monnett<br>DeLaTorre                    | Initial preliminary review of records sent by opposing counsel in preparation for mediation and in order to determine scope of records sent and whether agreed upon production is complete.                                                          | 500.00 | 1:00     | 500.00   | 120,490.00 |
| 01/30/2023    | No      | Tesla<br>Stone                          | Reviewed and organized discovery                                                                                                                                                                                                                     | 150.00 | 2:00     | 300.00   | 120,790.00 |
| 01/31/2023    | No      | Tesla<br>Stone                          | File maintenance                                                                                                                                                                                                                                     | 150.00 | 0:30     | 75.00    | 120,865.00 |
| 02/01/2023    | No      | Jean<br>Claude                          | Discovery - R&R Mediation Production and Data (GPS000001- 000264)                                                                                                                                                                                    | 550.00 | 7:24     | 4,070.00 | 124,935.00 |

# JCL Law Firm

## Unbilled Time

Activity: All Dates

| ACTIVITY DATE | POSTING | EMPLOYEE                               | MEMO/DESCRIPTION                                                              | RATE   | DURATION | AMOUNT   | BALANCE    |
|---------------|---------|----------------------------------------|-------------------------------------------------------------------------------|--------|----------|----------|------------|
| 02/02/2023    | No      | Lapuyade<br>Jean<br>Claude<br>Lapuyade | Discovery - R&R Mediation Production and Data (GPS000265 - 003014)            | 550.00 | 8:12     | 4,510.00 | 129,445.00 |
| 02/03/2023    | No      | Lapuyade<br>Jean<br>Claude<br>Lapuyade | Discovery - R&R Mediation Production and Data (GPS003015 - 3082)              | 550.00 | 7:42     | 4,235.00 | 133,680.00 |
| 02/03/2023    | No      | Sydney<br>Castillo-<br>Johnson         | Legal research - time rounding                                                | 300.00 | 2:24     | 720.00   | 134,400.00 |
| 02/04/2023    | No      | Jean<br>Claude<br>Lapuyade             | Discovery - R&R Mediation Production and Data (GPS03083 - 3283)               | 550.00 | 3:18     | 1,815.00 | 136,215.00 |
| 02/04/2023    | No      | Jean<br>Claude<br>Lapuyade             | Law and Motion - Outlined and Drafted Mediation Brief Issues                  | 550.00 | 2:54     | 1,595.00 | 137,810.00 |
| 02/06/2023    | No      | Sydney<br>Castillo-<br>Johnson         | Review expert report for mediation                                            | 300.00 | 0:45     | 225.00   | 138,035.00 |
| 02/06/2023    | No      | Jean<br>Claude<br>Lapuyade             | Discovery - R&R Expert Report                                                 | 550.00 | 1:54     | 1,045.00 | 139,080.00 |
| 02/07/2023    | No      | Tesla<br>Stone                         | Finalized and sent Mediation Brief to mediator                                | 150.00 | 0:42     | 105.00   | 139,185.00 |
| 02/09/2023    | No      | Jean<br>Claude<br>Lapuyade             | Discovery - R&R Mediation Document Production                                 | 550.00 | 6:36     | 3,630.00 | 142,815.00 |
| 02/13/2023    | No      | Sydney<br>Castillo-<br>Johnson         | Mediation - review expert report                                              | 300.00 | 0:45     | 225.00   | 143,040.00 |
| 02/13/2023    | No      | Tesla<br>Stone                         | File maintenance                                                              | 150.00 | 0:30     | 75.00    | 143,115.00 |
| 02/14/2023    | No      | Tesla<br>Stone                         | Circulated MOU for signature                                                  | 150.00 | 0:30     | 75.00    | 143,190.00 |
| 02/14/2023    | No      | Jean<br>Claude<br>Lapuyade             | Mediation - Prepared for Mediation R&R Briefs and Exhibits                    | 550.00 | 1:48     | 990.00   | 144,180.00 |
| 02/15/2023    | No      | Monnett<br>DeLaTorre                   | Mediation - Attended Mediation                                                | 500.00 | 8:00     | 4,000.00 | 148,180.00 |
| 02/15/2023    | No      | Sydney<br>Castillo-<br>Johnson         | Mediation - Attended Mediation                                                | 300.00 | 8:00     | 2,400.00 | 150,580.00 |
| 02/15/2023    | No      | Jean<br>Claude<br>Lapuyade             | Mediation - Attended Mediation                                                | 550.00 | 8:00     | 4,400.00 | 154,980.00 |
| 02/15/2023    | No      | Jean<br>Claude<br>Lapuyade             | Settlement - TCW CLeint Re MOU                                                | 550.00 | 0:54     | 495.00   | 155,475.00 |
| 02/16/2023    | No      | Jean<br>Claude<br>Lapuyade             | Case Management - Drafted Status Letter Post Mediation to Clients Re Timeline | 550.00 | 2:42     | 1,485.00 | 156,960.00 |
| 02/23/2023    | No      | Jean<br>Claude<br>Lapuyade             | Settlement - Drafted, Revised and Edited SAR                                  | 550.00 | 6:42     | 3,685.00 | 160,645.00 |
| 02/24/2023    | No      | Jean<br>Claude<br>Lapuyade             | Settlement - Emails to/from OC Re Long Form                                   | 550.00 | 0:42     | 385.00   | 161,030.00 |
| 02/28/2023    | No      | Tesla<br>Stone                         | File maintenance                                                              | 150.00 | 0:30     | 75.00    | 161,105.00 |
| 03/02/2023    | No      | Jean<br>Claude<br>Lapuyade             | Legal Research - PAGA Approval Motion Burdens (Case Law and Statutes)         | 550.00 | 4:24     | 2,420.00 | 163,525.00 |
| 03/02/2023    | No      | Jean<br>Claude<br>Lapuyade             | Settlement - Drafted, Revised and Edited SAR Power Defense Edits              | 550.00 | 2:18     | 1,265.00 | 164,790.00 |
| 03/06/2023    | No      | Tesla<br>Stone                         | File maintenance                                                              | 150.00 | 0:30     | 75.00    | 164,865.00 |
| 03/08/2023    | No      | Jean<br>Claude                         | Settlement - Emails to/from OC Re SAR                                         | 550.00 | 0:30     | 275.00   | 165,140.00 |

# JCL Law Firm

## Unbilled Time

Activity: All Dates

| ACTIVITY DATE | POSTING | EMPLOYEE                | MEMO/DESCRIPTION                                                          | RATE   | DURATION | AMOUNT   | BALANCE    |
|---------------|---------|-------------------------|---------------------------------------------------------------------------|--------|----------|----------|------------|
|               |         | Lapuyade                |                                                                           |        |          |          |            |
| 03/08/2023    | No      | Tesla Stone             | Circulated individual and PAGA SAR for signature                          | 150.00 | 0:30     | 75.00    | 165,215.00 |
| 03/14/2023    | No      | Jean Claude Lapuyade    | Settlement - Revised, Edited SAR and Emails Re Same                       | 550.00 | 1:18     | 715.00   | 165,930.00 |
| 03/17/2023    | No      | Jean Claude Lapuyade    | Legal Research - PAGA Settlement Approval Motions (Case Law and Statutes) | 550.00 | 5:54     | 3,245.00 | 169,175.00 |
| 03/21/2023    | No      | Jean Claude Lapuyade    | Law and Motion - R&R Motion for Approval                                  | 550.00 | 2:00     | 1,100.00 | 170,275.00 |
| 03/23/2023    | No      | Jean Claude Lapuyade    | Law and Motion - Revised, Edited Approval Motion Per Defense Edits        | 550.00 | 1:30     | 825.00   | 171,100.00 |
| 03/28/2023    | No      | Jean Claude Lapuyade    | Settlement - Emails to/from OC Re SAR                                     | 550.00 | 0:54     | 495.00   | 171,595.00 |
| 04/11/2023    | No      | Jean Claude Lapuyade    | Legal Research - LWDA Approval Motions Standards and Burdenss             | 550.00 | 5:06     | 2,805.00 | 174,400.00 |
| 04/14/2023    | No      | Jean Claude Lapuyade    | Legal Research - Fee Requests on LWDA PAGA Approval Motions               | 550.00 | 7:06     | 3,905.00 | 178,305.00 |
| 04/24/2023    | No      | Jean Claude Lapuyade    | Case Management - Drafted, Review and Edited Joint Report                 | 550.00 | 1:30     | 825.00   | 179,130.00 |
| 04/27/2023    | No      | Jean Claude Lapuyade    | Case Management - Drafted, Revised and Edited Joint CMS                   | 550.00 | 1:24     | 770.00   | 179,900.00 |
| 04/27/2023    | No      | Jean Claude Lapuyade    | Case Management - Emails to/from OC Re Joint CMS                          | 550.00 | 0:18     | 165.00   | 180,065.00 |
| 05/08/2023    | No      | Jean Claude Lapuyade    | Case Management - R&R Court's tentative                                   | 550.00 | 0:30     | 275.00   | 180,340.00 |
| 05/10/2023    | No      | Jean Claude Lapuyade    | Settlement - Emails to/from OC Re SAR                                     | 550.00 | 0:48     | 440.00   | 180,780.00 |
| 05/29/2023    | No      | Jean Claude Lapuyade    | Settlement - TCW OC RE Payment Plan                                       | 550.00 | 0:30     | 275.00   | 181,055.00 |
| 05/30/2023    | No      | Jean Claude Lapuyade    | Law and Motion - Drafted, Revised and Edited JCL Dec. ISO Approval        | 550.00 | 1:30     | 825.00   | 181,880.00 |
| 05/31/2023    | No      | Jean Claude Lapuyade    | Law and Motion - R&R Motion for Approval                                  | 550.00 | 3:24     | 1,870.00 | 183,750.00 |
| 06/01/2023    | No      | Jean Claude Lapuyade    | Settlement - Emails to/from OC Re MPA and Amendment to SAR                | 550.00 | 0:36     | 330.00   | 184,080.00 |
| 06/16/2023    | No      | Jean Claude Lapuyade    | Settlement - Emails to/from OC Re Amended SAR                             | 550.00 | 0:30     | 275.00   | 184,355.00 |
| 06/17/2023    | No      | Jean Claude Lapuyade    | Discovery - R&R Tax and Financial Documents Re Payment Plan               | 550.00 | 3:24     | 1,870.00 | 186,225.00 |
| 06/19/2023    | No      | Jean Claude Lapuyade    | Settlement - Revised and Edited Amended SAR                               | 550.00 | 1:42     | 935.00   | 187,160.00 |
| 06/22/2023    | No      | Jean Claude Lapuyade    | Settlement - Emails to/from OC Re SAR                                     | 550.00 | 0:36     | 330.00   | 187,490.00 |
| 06/22/2023    | No      | Sydney Castillo-Johnson | File maintenance                                                          | 350.00 | 0:20     | 116.67   | 187,606.67 |
| 06/23/2023    | No      | Maria Watters           | File maintenance                                                          | 175.00 | 0:30     | 87.50    | 187,694.17 |
| 06/25/2023    | No      | Jean                    | Settlement - Emails to/from OC Re Amended SAR                             | 550.00 | 0:18     | 165.00   | 187,859.17 |

# JCL Law Firm

## Unbilled Time

Activity: All Dates

| ACTIVITY<br>DATE                          | POSTING | EMPLOYEE                   | MEMO/DESCRIPTION                                                          | RATE   | DURATION | AMOUNT       | BALANCE    |
|-------------------------------------------|---------|----------------------------|---------------------------------------------------------------------------|--------|----------|--------------|------------|
| 06/30/2023                                | No      | Claude<br>Lapuyade         | Settlement - Emails to/from OC Re Amended SAR                             | 550.00 | 0:36     | 330.00       | 188,189.17 |
| 06/30/2023                                | No      | Jean<br>Claude<br>Lapuyade | Settlement - TCW OC Re Amended SAR                                        | 550.00 | 0:30     | 275.00       | 188,464.17 |
| 06/30/2023                                | No      | Jean<br>Claude<br>Lapuyade | Settlement - Emails to/from OC Amended SAR                                | 550.00 | 0:24     | 220.00       | 188,684.17 |
| 07/06/2023                                | No      | Jean<br>Claude<br>Lapuyade | Settlement - Emails to/from OC Re SAR                                     | 550.00 | 0:24     | 220.00       | 188,904.17 |
| 07/11/2023                                | No      | Jean<br>Claude<br>Lapuyade | Settlement - Emails to/from OC Re SAR                                     | 550.00 | 0:24     | 220.00       | 189,124.17 |
| 07/18/2023                                | No      | Monnett<br>DeLaTorre       | Speak to client to provide an update as to status of settlement approval. | 500.00 | 0:18     | 150.00       | 189,274.17 |
| 08/02/2023                                | No      | Jean<br>Claude<br>Lapuyade | Case Management - Drafted Letter to Client Re Status and Timeline         | 550.00 | 2:24     | 1,320.00     | 190,594.17 |
| 08/04/2023                                | No      | Jean<br>Claude<br>Lapuyade | Case Management - TCW Client Re Status                                    | 550.00 | 0:36     | 330.00       | 190,924.17 |
| 08/14/2023                                | No      | Jean<br>Claude<br>Lapuyade | Law and Motion - Drafted, Revised and Edited Approval Motion              | 550.00 | 3:36     | 1,980.00     | 192,904.17 |
| 08/17/2023                                | No      | Jean<br>Claude<br>Lapuyade | Law and Motion - Emails to/from OC RE MPA                                 | 550.00 | 0:18     | 165.00       | 193,069.17 |
| Total for Harrington v. Genesis (002-213) |         |                            |                                                                           |        | 391:11   | \$193,069.17 |            |

# **EXHIBIT 5**

JCL Law Firm

Transaction Report

All Dates

| DATE                                      | TRANSACTION<br>TYPE | NUM                    | NAME                            | MEMO/DESCRIPTION                                                                              | ACCOUNT                  | SPLIT                      | AMOUNT     | BALANCE  |
|-------------------------------------------|---------------------|------------------------|---------------------------------|-----------------------------------------------------------------------------------------------|--------------------------|----------------------------|------------|----------|
| Harrington v. Genesis (002-213)           |                     |                        |                                 |                                                                                               |                          |                            |            |          |
| 05/31/2021                                | Journal Entry       | May 2021 Postage       |                                 | Copies for May 2021                                                                           | Client costs<br>deferred | -Split-                    | 0.70       | 0.70     |
| 06/30/2021                                | Journal Entry       | June 2021 Postage      |                                 | Postage for June 2021                                                                         | Client costs<br>deferred | -Split-                    | 0.51       | 1.21     |
| 06/30/2021                                | Journal Entry       | June 2021 Postage      |                                 | Copies for June 2021                                                                          | Client costs<br>deferred | -Split-                    | 0.60       | 1.81     |
| 07/31/2021                                | Journal Entry       | July 2022 Postage      |                                 | Postage for July 2021                                                                         | Client costs<br>deferred | -Split-                    | 0.51       | 2.32     |
| 07/31/2021                                | Journal Entry       | July 2022 Postage      |                                 | Copies for July 2021                                                                          | Client costs<br>deferred | -Split-                    | 1.70       | 4.02     |
| 08/11/2021                                | Check               | 2548                   | Knox Attorney Services,<br>Inc. | Invoice No. 4345975 Re: Filing Fee: Summons; Complaint; Civil Case Cover Sheet                | Client costs<br>deferred | US Bank-Checking -<br>4270 | 1,667.85   | 1,671.87 |
| 08/31/2021                                | Journal Entry       | August 2021<br>Postage |                                 | Copies for Aug 2021                                                                           | Client costs<br>deferred | -Split-                    | 0.40       | 1,672.27 |
| 10/18/2021                                | Expense             |                        | One Legal LLC                   | One Legal Order Number: 17068211 - Filing Fee Re: Notice of Change of Address                 | Client costs<br>deferred | Chase Card 7349            | 20.54      | 1,692.81 |
| 11/15/2021                                | Journal Entry       | Sept 2022 Postage      |                                 | Copies for Sep 2021                                                                           | Client costs<br>deferred | -Split-                    | 0.30       | 1,693.11 |
| 01/31/2022                                | Journal Entry       | Jan 2022 Postage       |                                 | Copies for Jan 2022                                                                           | Client costs<br>deferred | -Split-                    | 10.20      | 1,703.31 |
| 02/28/2022                                | Journal Entry       | Feb 2022 Postage       |                                 | Copies for Feb 2022                                                                           | Client costs<br>deferred | -Split-                    | 1.60       | 1,704.91 |
| 02/28/2022                                | Journal Entry       | Feb 2022 Postage       |                                 | Postage for Feb 2022                                                                          | Client costs<br>deferred | -Split-                    | 0.73       | 1,705.64 |
| 03/31/2022                                | Journal Entry       | Mar 2022 Postage       |                                 | Copies for Mar 2022                                                                           | Client costs<br>deferred | -Split-                    | 0.70       | 1,706.34 |
| 05/31/2022                                | Journal Entry       | May 2022 Postage       |                                 | Copies for May 2022                                                                           | Client costs<br>deferred | -Split-                    | 1.20       | 1,707.54 |
| 06/30/2022                                | Journal Entry       | June 2022 Postage      |                                 | Copies for June 2022                                                                          | Client costs<br>deferred | -Split-                    | 0.30       | 1,707.84 |
| 07/31/2022                                | Journal Entry       | July 2022 Postage      |                                 | Postage for July 2022                                                                         | Client costs<br>deferred | -Split-                    | 0.57       | 1,708.41 |
| 07/31/2022                                | Journal Entry       | July 2022 Postage      |                                 | Copies for July 2022                                                                          | Client costs<br>deferred | -Split-                    | 0.90       | 1,709.31 |
| 12/21/2022                                | Check               | 3070                   | Frank Feder Mediators           | Mediation                                                                                     | Client costs<br>deferred | US Bank-Checking -<br>4270 | 4,500.00   | 6,209.31 |
| 12/31/2022                                | Journal Entry       | Dec 2022 Postage       |                                 | Postage for December 2022                                                                     | Client costs<br>deferred | -Split-                    | 1.14       | 6,210.45 |
| 12/31/2022                                | Journal Entry       | Dec 2022 Postage       |                                 | Copies for December 2022                                                                      | Client costs<br>deferred | -Split-                    | 0.20       | 6,210.65 |
| 02/14/2023                                | Expense             |                        | LA Superior Court               | Documents and Records                                                                         | Client costs<br>deferred | Chase Card 7349            | 3.00       | 6,213.65 |
| 02/14/2023                                | Expense             |                        | LA Superior Court               | Documents and Records                                                                         | Client costs<br>deferred | Chase Card 7349            | 5.80       | 6,219.45 |
| 02/28/2023                                | Journal Entry       | Feb 2023 Postage       |                                 | Copies for February 2023                                                                      | Client costs<br>deferred | -Split-                    | 7.10       | 6,226.55 |
| 03/06/2023                                | Check               | 3161                   | Berger Consulting Group         | Inv. 8222                                                                                     | Client costs<br>deferred | US Bank-Checking -<br>4270 | 687.50     | 6,914.05 |
| 03/06/2023                                | Expense             |                        | Superior Court of Alameda       |                                                                                               | Client costs<br>deferred | Chase Card 7349            | 1.00       | 6,915.05 |
| 03/30/2023                                | Expense             |                        | Superior Court of Alameda       |                                                                                               | Client costs<br>deferred | Chase Card 7349            | 1.00       | 6,916.05 |
| 03/31/2023                                | Journal Entry       | Mar 2023 Postage       |                                 | Postage for March 2023                                                                        | Client costs<br>deferred | -Split-                    | 0.60       | 6,916.65 |
| 03/31/2023                                | Journal Entry       | Mar 2023 Postage       |                                 | Copies for March 2023                                                                         | Client costs<br>deferred | -Split-                    | 0.40       | 6,917.05 |
| 04/24/2023                                | Expense             |                        | One Legal LLC                   | One Legal Order no. 20278332 - Filing Fee Re: Case Management Statement, Proof of Service     | Client costs<br>deferred | Chase Card 7349            | 20.49      | 6,937.54 |
| 04/28/2023                                | Expense             |                        | One Legal LLC                   | One Legal Order no. 20305677 - Filing Fee Re: Case Management Statement, Proof of Service     | Client costs<br>deferred | Chase Card 7349            | 20.49      | 6,958.03 |
| 04/30/2023                                | Journal Entry       | April 2023 Postage     |                                 | Copies for April 2023                                                                         | Client costs<br>deferred | -Split-                    | 0.50       | 6,958.53 |
| 05/31/2023                                | Journal Entry       | May 2023 Postage       |                                 | Copies for May 2023                                                                           | Client costs<br>deferred | -Split-                    | 0.20       | 6,958.73 |
| 06/01/2023                                | Expense             |                        | Public Portal Transaction       |                                                                                               | Client costs<br>deferred | Chase Card 7349            | 1.00       | 6,959.73 |
| 06/08/2023                                | Expense             |                        | Public Portal Transaction       |                                                                                               | Client costs<br>deferred | Chase Card 7349            | 2.00       | 6,961.73 |
| 06/12/2023                                | Expense             |                        | One Legal LLC                   | One Legal Order Number: 20585548 - Filing Fee Re: Case Management Statement, Proof of Service | Client costs<br>deferred | Chase Card 7349            | 20.49      | 6,982.22 |
| 06/30/2023                                | Journal Entry       | June 2023 Postage      |                                 | Copies for June 2023                                                                          | Client costs<br>deferred | -Split-                    | 0.20       | 6,982.42 |
| Total for Harrington v. Genesis (002-213) |                     |                        |                                 |                                                                                               |                          |                            | \$6,982.42 |          |
| TOTAL                                     |                     |                        |                                 |                                                                                               |                          |                            | \$6,982.42 |          |

# **EXHIBIT 6**

**JCL LAW FIRM, APC**  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Tel: (619) 599-8292  
Fax: (619) 599-8291

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**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
- Distinguished Advocate Award for Outstanding Oral Advocacy, 2005 - 2006

**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

**Monnett De La Torre, Esq.**  
California Bar Number 272884  
Senior Associate

**Biography:**

Ms. De La Torre is a San Diego and Ventura County based labor and employment attorney representing aggrieved California employees throughout the State of California. Ms. De La Torre's litigation practice focuses on representing California employees in wage and hour class and representative actions for unpaid wages, missed meal and rest breaks, misclassification, penalties, and wrongful termination cases. Ms. De La Torre has extensive experience handling internal workplace investigations. Ms. De La Torre has handled matters before the Department of Fair Employment and Housing, Equal Employment Opportunity Commission and Department of Labor.

Ms. De La Torre is a two-time recipient of the Super Lawyers Rising Star by Thomas 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 five 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

**Professional Associations:**

- California Employment Lawyers Association, 2022 to Present
- Consumer Attorneys of San Diego, 2010-2015
- American Bar Association, Labor & Employment Section, Member, 2015 to Present
- California Bar Association, Labor & Employment Section, Member, 2015 to Present
- San Diego La Raza Lawyers Association, 2010-2015
- Ventura County Bar Association, 2015-Present
- Women Lawyers of Ventura County, 2015-Present

**Education:**

- **New England School of Law**
  - J.D.- 2010

- Honors:
  - Dean's List Consecutive years
- **University of California, San Diego**
  - B.A.- 2006
  - Major: Economics
  - Minor: Latin American Studies

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2021 and 2022
- Pacific Cost Business Times, "Top 40 under 40" Award
- Daily Transcripts "Top Young Attorney: nominee, consecutive years"

REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521, 2017
- *Chmurny v. State*, 392 Md. 159, 2006

EXAMPLES OF THE JCL LAW FIRM'S  
REPRESENTATIVE CLASS ACTION & REPRESENTATIVE CASES

- *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. 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);