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Attorneys for Plaintiff PAOLA VILLALVAZO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

PAOLA VILLALVAZO, an individual, on behalf
of herself, and on behalf of all persons similarly
situated,

Plaintiffs,

vs.

SK MARKET, INC., a California corporation;
ADVANCE FOOD MARKET, INC., a
California corporation; JAY'S MARKET INC., a
California corporation; and DOES 1 through 50,
Inclusive;

Defendants.

Case No: 21STCV39911

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

Date: February 1, 2024

Time: 8:30 a.m.

Reservation ID: 123666307933

Dept.: 34

Judge: Michael P. Linfield

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

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

7 2. This declaration is being submitted in support of the Motion for Approval of PAGA
8 Settlement with Defendant SK Market, Inc. (“Defendant”).

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

11 4. A true and correct copy of Plaintiff’s August 25, 2021, Notice of Violations filed with the
12 Labor and Workforce Development Agency (“PAGA Notice”) is attached hereto as Exhibit #2.

13 5. A true and correct copy of the proof of filing with the LWDA of Motion for Approval of
14 PAGA Settlement, is attached hereto as Exhibit #3. Included with the Motion is a copy of the
15 Agreement.

16 6. A true and correct copy of the JCL Law Firm, APC, “Time and Billing Journal” as of
17 January 8, 2024, is attached hereto as Exhibit #4.

18 7. A true and correct copy of the JCL Law Firm, APC, “Transaction Summary” as of
19 January 8, 2024 is attached hereto as Exhibit #5.

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

22 I. INTRODUCTION

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

II. PROCEDURAL AND FACTUAL BACKGROUND

A. Plaintiff's Exhaustion of Administrative Remedies Under PAGA And Civil Action Against Defendant

10. On August 25, 2021, Plaintiff on behalf of herself and on behalf of other Aggrieved Employees served Defendant and the LWDA with a Notice of Violations ("PAGA Notice") and draft complaint memorializing claims against Defendant for alleged violations of the California Labor Code, including causes of action for failure to provide compliant meal and rest periods; failure to accurately compensate for missed meal and rest periods; failure to pay all minimum, regular, and overtime wages; failure to reimburse for required business expenses; failure to provide accurate itemized wage statements; and failure to timely pay wages due during, and upon termination of employment. (LWDA Case No. LWDA-CM-842513-21).

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.

12. On October 29, 2021, Plaintiff filed a class and representative action complaint against Defendant in the Superior Court for Los Angeles, Case Number 21STCV39911 ("Action"). The Action alleged nine causes of action against Defendant for: (1) Unfair Competition in violation of Cal. Bus. & Prof. Code §§ 17200, *et. seq.*; (2) Failure to Pay Overtime Wages in violation of Cal. Lab. Code §§ 510, *et seq.*; (3) Failure to Pay Minimum Wages in violation of Cal. Lab. Code §§ 1194, 1197, 1197.1; (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 Wage Statements in violation of Cal. Lab Code §226; (7) Failure to Pay Wages When Due in violation of Cal. Lab. Code §§ 201, 202, and 203; (8) Failure to Reimburse for Required Expenses in violation of Cal. Lab. Code § 2802; (9) Violations of PAGA.

1 13. On March 15, 2022, Plaintiff dismissed the class action allegations from the Action
2 without prejudice and proceeded with a single cause of action for violation of the Private Attorneys
3 General Act at Cal. Lab. Code §§2698, *et seq.*

4 14. On May 22, 2023, the Parties participated in an all-day mediation presided over by Hon.
5 Carl West (Ret.), a retired jurist and experienced mediator of wage and hour representative actions. In
6 advance of the with the mediation, Defendant provided Plaintiff with sufficient information to properly
7 evaluate Defendant’s potential liability exposure. Among the data and documents Defendant produced
8 included, but was not limited to, the total number of Aggrieved Employees, pay periods, employee
9 handbooks, and over 577,000 unique cells of time and payroll data.

10 15. The mediation did not result in a settlement. However, after several months of
11 negotiation, Judge West made a mediator’s proposal that was accepted by all Parties and memorialized
12 in the form of a Memorandum of Understanding (“MOU”). After reaching an agreement in the
13 principle, the Parties drafted and negotiated a long-form settlement which is the subject of the instant
14 motion. The Settlement was negotiated in light of all known facts and circumstances and the uncertainty
15 associated with litigation – including the risk of Plaintiff not being able to maintain representative
16 claims and establishing manageability, the difficulty of proving Plaintiff’s claims in a manageable trial,
17 the merits of Defendant’s potential defenses, and the significant delay and potential appellate issues
18 inherent to litigation – and was reached after extensive arm’s length negotiations, with the assistance of
19 Judge West.

20 16. The Settlement is intended to fully and finally resolve the Released PAGA Claims
21 asserted by Plaintiff on behalf of herself, the Aggrieved Employees, and State of California. This is
22 only a Settlement of the PAGA claims for civil penalties and is not a class settlement and does not
23 release the individual claims, if any, of the Aggrieved Employees. This Settlement does not release any
24 claim that is not a PAGA claim.¹ Nor does this Settlement waive Defendant’s right to assert *res judicata*
25 or other available defense to any asserted claim or lawsuit.

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28 ¹ As explained by the Supreme Court in *ZB, N.A.*, 8 Cal. 5th 175 at 196: “Nonparty employees are bound by the judgment in an action under the PAGA, but only with respect to recovery of civil penalties.”

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

6 **III. TERMS OF THE PAGA SETTLEMENT**

7 18. The PAGA settlement is subject to Court approval consistent with Labor Code §
8 2699(1)(2). The Settlement Agreement negotiated by the Parties provides for a Gross Settlement
9 Amount payment in the amount of One Hundred Twenty-Five Thousand Dollars and Zero Cents
10 (\$125,000.00) to resolve the PAGA claims. From the Gross Settlement Amount, there is a deduction
11 of a PAGA Counsel Fees Payment in the amount of Forty-One Thousand, Six Hundred and Sixty-Six
12 Dollars and Sixty-Seven Cents (\$41,666.67) (which is one-third of the Gross Settlement Amount),
13 reimbursement of incurred litigation expenses in an amount not to exceed \$20,000.00 ("PAGA Counsel
14 Litigation Expenses Payment"), and Administration Expenses Payment which will not exceed
15 \$8,400.00. Agreement generally at § 3.2. After these deductions, the amount remaining is the "PAGA
16 Payment", which is estimated to be \$44,933.33.

17 **IV. THE COURT SHOULD APPROVE THE PAGA SETTLEMENT**

18 19. The Gross Settlement Amount of \$125,000.00 is fair and reasonable and, therefore,
19 should be approved.

20 20. Here, *without stacking* the PAGA penalties, Defendant's *maximum* liability exposure is
21 estimated at approximately \$1,989,300 in PAGA penalties (19,893 pay periods multiplied by \$100 per
22 pay period²). JCL Dec., ¶ 21. Assuming the Court permitted Plaintiff to stack PAGA penalties, Plaintiff's
23 third-party damages consultant estimated Defendant's maximum liability exposure at approximately
24 \$1,416,305. Plaintiff's consultant estimated Defendant's exposure as follows:

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28 ² California Labor Code section 2699(f)(2) provides the default penalty for PAGA violations of \$100 for initial violations
and \$200 for subsequent violations.

Claim	Penalty Amount³	Number of Pay Periods w/ Violation	Violation Rate	Total Penalties
<i>Unpaid Wages Violations</i> Cal. Labor Code §§ 201, 202, 203, 204, 1194, 1197, 1997.1, 1198 and 558	\$50	1,983	10% of PAGA Pay Periods	\$99,150
<i>Meal Period Violations</i> Cal. Labor Code §§ 226.7 and 512	\$50	9,939	50% of PAGA Pay Periods	\$496,950
<i>Rest Period Violations</i> Cal. Labor Code §§ 226.7 and 512	\$50	9,939	50% of PAGA Pay Periods	\$496,950
<i>Failure to Reimburse for Mandatory Business Expenses</i> Cal. Labor Code § 2802	\$100	1,243	25% of PAGA Pay Periods	\$124,325
<i>Wage Statement Violations</i> Cal. Labor Code §§ 226 and 226.2	\$100	0	0% of PAGA Pay Periods	\$0
<i>Suitable Seating Violations</i> California Labor Code Section 1198 and Wage Order 4-2001, Section 14	\$100	1,989	10% of PAGA Pay Periods	\$198,930

21. One of Plaintiff's primary claims in the Action was that Defendant failed to pay for all hours worked. Specifically, Plaintiff alleged that Defendant had in place a written policy that required employees to undergo loss prevention checks while off-the-clock. Additionally, Aggrieved Employees were, from time to time, required to perform store opening and closing duties before the start and after the end of their shifts. Defendant vigorously denied liability for this claim. Defendant argued, among other things, that all Aggrieved Employees were properly paid minimum and overtime compensation for all hours worked and that Aggrieved Employees were instructed not to work off-the-clock. Additionally, Defendant argued that the opening and closing procedures, and security checks affected a small number of employees.

22. Consequently, Plaintiff heavily discounted this claim by 90% and estimated that Defendant's exposure for this claim was approximately \$99,150 in penalties. This number was

³ In *Bernstein v. Virgin America, Inc.* (2021) 3 F.4th 1127, 1144, the court decided that "[u]ntil the employer has been notified that it is violating a Labor Code provision ... the employer cannot be presumed to be aware that its continuing underpayment of employees is a 'violation' subject to penalties." Therefore, Plaintiff used only penalties for initial violations.

1 calculated by multiplying the number of pay periods with a violation (1,983) by a violation rate of \$50
2 per pay period.

3 23. Plaintiff also alleges that Defendant failed to provide compliant meal periods.
4 Specifically, Plaintiff's expert found that approximately 50% of the meal periods were recorded after
5 the end of the fifth (5th) hour of work. Accordingly, Plaintiff alleges that she and other Aggrieved
6 Employees are owed meal period premiums for meal period violations that occurred during the PAGA
7 Period.

8 24. Conversely, Defendant argued that it had a legally compliant written meal period policy
9 and had in place written meal period waivers applicable to Aggrieved Employees. Further, Defendant
10 argued that Aggrieved Employees were instructed to take timely meal periods before the end of their
11 fifth (5th) hour of work. In light of Defendant's defenses and meal period waivers, Plaintiff estimated
12 that Defendant's exposure for this claim was approximately \$496,950.

13 25. Plaintiff also alleged that Defendant failed to provide compliant rest periods.
14 Specifically, Plaintiff alleged that because of their rigorous work schedules, Plaintiff and Aggrieved
15 Employees were not able to take timely and duty-free rest periods. Further, Defendant did not pay a
16 single rest period premium during the PAGA Period. Because rest periods are not recorded, Plaintiff's
17 expert could not identify a violation rate. Plaintiff therefore made the reasonable assumption that rest
18 period violations were committed at a rate similar to that of meal period violations.

19 26. Based on an estimated violation rate which resulted in 9,939 of PAGA Pay Periods
20 containing a violation, Plaintiff contended that her claim for rest period violations was potentially worth
21 approximately \$496,950. This was calculated by multiplying the number of total pay periods with a rest
22 period violation (9,939) by a violation rate of \$50 dollars. The \$50 penalty rate was used for a number
23 of reasons in this instance. First, Defendant argued that increased civil penalties for subsequent
24 violations do not apply unless the Plaintiff can present evidence that the Labor Commission or a court
25 notified the employer that it was in violation of the Labor Code. *Bernstein v. Virgin America, Inc.* (2021)
26 3 F.4th 1127, 1144 citing *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1209 ["Until the
27 employer has been notified that it is violating a Labor Code provision ... the employer cannot be
28 presumed to be aware that its continuing underpayment of employees is a 'violation' subject to

penalties.”].) Separately, Defendant also argued that courts have considerable discretion to reduce the penalty awards under PAGA. *See, e.g. Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504 (reducing the maximum PAGA penalty amount by 90%, at \$5 per pay period). Accordingly, it is unlikely that Plaintiff would recover full penalty amounts even if she prevailed in establishing the underlying Labor Code violations. Pursuant to California Labor Code section 558(a)(1), an employer is subject to a penalty of \$50 for violations of a Labor Code section regulating hours and days of work, including meal period and rest period violations. Thus, because section 558(a)(1) specifically provides for a civil penalty, Plaintiff used a \$50 penalty per violation for the meal and rest break claims.

27. Defendant argued that it had a legally compliant written rest period policy. Defendant also argued that Plaintiff’s rest break claim would have mainly relied on the testimony of Aggrieved Employees, making it a riskier claim. Establishing liability likely would have entailed competing testimony stating either rest breaks were taken, or rest breaks were voluntarily waived. *See, e.g., Ordonez v. Radio Shack, Inc.* (C.D. Cal. Jan. 17, 2013) 2013 WL 210223, at *11 (“Because of the competing testimony before the Court, plaintiff’s evidence that defendant may have an illegal, written rest break policy is insufficient for this Court to find that common issues predominate.”); *Villa v. United Site Servs. of California, Inc.* (N.D. Cal. Nov. 13, 2012) 2012 WL 5503550, at *8 (“Indeed, Plaintiff’s own evidence confirms that the written policy does not generate uniform practices”).

28. Plaintiff alleged that Defendant required Plaintiff and other Aggrieved Employees to use their personal cellular phones to communicate with Defendant’s supervisors and other coworkers. However, Defendant did not reimburse Plaintiff and other Aggrieved Employees for the costs incurred in using their own personal cellular phone. California employers who require employees to incur personal business expenses for work purposes must reimburse the employee for the cost incurred. (See *Cal. Labor Code* § 2802(a), providing 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...”).

29. Defendant argued that this claim was limited only to managers who used their cell phones to provide other Aggrieved Employees with scheduling information, and each department in its stores had a landline telephone. Thus, Plaintiff heavily discounted this claim and estimated that Defendant’s

1 exposure for this claim was approximately \$124,325 in penalties. This was calculated by multiplying
2 the total number of pay periods by a violation rate of \$100 per pay period.

3 30. Plaintiff also alleges that Defendant failed to provide suitable seating to Aggrieved
4 Employees throughout the PAGA Period. Specifically, Plaintiff argued that Defendant could easily fit
5 a chair or a stool behind the counter where the cash registers are located. Even if other tasks require
6 walking or standing, the majority of employees' time is spent behind the counter handling purchases.
7 Job duties, including, among other things, greeting customers, answering telephone calls, ringing up
8 customer purchases, interacting with customers, and providing pricing and product information to
9 customers can all be done in a seated position while not interfering with the integrity of the duties.

10 31. Defendant argued that the nature of many of its employees' work required them to stand
11 and providing seating was not feasible. Defendant also argued that seating was provided in those
12 departments where employees could perform their job duties while seated. Further, Defendant argued
13 that this claim should be limited to a small number of cashiers, and contended that providing seating
14 to cashiers was not feasible. Plaintiff's expert estimated that Defendant's exposure for this claim was
15 approximately \$198,930 penalties. This was calculated by multiplying the total number of pay periods
16 by a violation rate of \$100 per pay period.

17 32. Plaintiff also alleged that Defendant failed to furnish its employees with accurate itemized
18 wage statements. Specifically, Plaintiff alleges that as a result of Defendant's failure to provide meal
19 and rest periods as required by the California Labor Code, Plaintiff and other Aggrieved Employees are
20 entitled to derivative wage statement penalties. PAGA Counsel considered the arguable presence of
21 various penalties and weighed the potential recoveries against probable defenses. Specifically,
22 Defendant could also argue – and did argue – that that meal and rest period violations do not entitle
23 employees like Plaintiff and the Aggrieved Employees to pursue the derivative itemized wage statement
24 penalties. (*Naranjo v. Spectrum Security Services, Inc.* (2023) 88 Cal.App.5th 927). Plaintiff could not
25 give the penalty claims great weight given that they depended on proving the underlying claims, which
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1 had their own risks. Accordingly, Plaintiff did not give any value to this claim as it was heavily based
2 upon derivative wage statement violations.

3 33. In light of the above, the Gross Settlement Amount is approximately 8.83% of
4 Defendant's potential PAGA exposure. The Gross Settlement Amount compares favorably to the likely
5 recovery of PAGA penalties through continued litigation. Notably, during the litigation, Defendant
6 raised the possibility that it would be unable to satisfy a PAGA-wide settlement due to its financial
7 condition. Based on Defendant's representations, Judge West proposed an installment plan to allow
8 Defendants time to work toward accumulating the settlement funds. Accordingly, the Gross Settlement
9 Amount accounts for the risk that Defendant would be unable to satisfy a larger settlement than the one
10 contemplated here.

11 34. Defendant's maximum exposure to PAGA penalties is not a realistic outcome of the
12 litigation because it fails to account for the risks of continued litigation including, but not limited to,
13 Defendant's defenses. *See, Zayerz v. Kiewit Infrastructure West*, 2018 U.S. Dist. LEXIS 14918, *14
14 (C.D. Cal. January 18, 2018). For instance, Defendant contended that Plaintiff's PAGA claims could
15 be and likely would be wiped out in the light of the United States Supreme Court decision in *Viking*
16 *River Cruises v. Moriana*, (2022) 142 S.Ct. 1906.

17 35. In *Viking River*, the U.S. Supreme Court held that PAGA claims are preempted by the
18 Federal Arbitration Act, where, as here, arbitration agreements were signed by the employees. This
19 posed a very significant risk to Plaintiff's case, which was ultimately realized. *See Viking River Cruises*
20 *v. Moriana*, (2022) 142 S.Ct. 1906. Therefore, Plaintiff was mindful that this case could be potentially
21 wiped because of the U.S. Supreme Court's adverse decision. Plaintiff's claims are arguably worthless
22 in the post-*Viking River* world.

23 36. Second, Defendant argued that it can only be assessed civil penalties for actual violations
24 of the Labor Code. *See* Lab. Code § 2699(f)(2). In other words, to recover any civil penalties, Plaintiff
25 would be required to prove the underlying Labor Code violations. (*Cardenas v. McLane Foodservice,*
26 *Inc.*, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) ["Given the statutory language [of PAGA], a
27 plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven suffered a violation
28 of the Labor Code by the defendant."].) To do this, Plaintiff would need to prove each Aggrieved

1 Employee was subject to the alleged Labor Code violation, which would be difficult to do, since
2 Defendant deny any liability or wrongdoing of any kind associated with the claims alleged in this action.

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

9 38. Third, a ballot initiative to eliminate PAGA has qualified for the 2024 ballot.
10 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/)
11 [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
12 civil penalties via a representative action. Plaintiff views this initiative as a significant additional risk
13 due to the potential limitation on their ability to recover penalties against Defendant should litigation
14 continue.

15 39. Finally, the maximum penalty figure does not consider that Courts have complete
16 discretion to “award a lesser amount than the maximum civil penalty amount specified [by PAGA] if,
17 based on the facts and circumstances of the particular case, to do otherwise would result in an award
18 that is unjust, arbitrary and oppressive, or confiscatory.” (Cal. Lab. Code § 2699(e)(2)). In fact, Courts
19 routinely exercise their authority to reduce PAGA penalties by 85% to 95%. See e.g. *Carrington v.*
20 *Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018) (reducing PAGA penalties to \$5 per pay period;
21 “Although the trial court may have disagreed with Starbucks regarding the issue of liability, it clearly
22 took the circumstances proffered by Starbucks into consideration when it imposed the penalty ... only
23 \$5 per initial violation”); *Kaanaana v. Barrett Bus. Servs., Inc.*, 29 Cal App 5th 778, 788 (2018), review
24 granted on other grounds (noting that the trial court “exercised its discretion to reduce the [PAGA]
25 penalties to 13 percent of the full amount [requested, because] [o]n average, plaintiffs were deprived of
26 13 percent of the 30-minute meal period”); *Fleming v. Covidien, Inc.*, 2011 WL 7563047, *4 (C.D. Cal.
27 2011) (exercising discretion to reduce the maximum amount of PAGA civil penalties for plaintiffs’
28 section 226 claims from \$2,800,000 to \$500,000 because the employees suffered no injuries as a result

1 of the erroneous wage statements and made no complaints about the errors or omissions in the wage
2 statements, thus reducing the maximum penalty by 82%); *see also, Gola v. University of San Francisco*,
3 San Francisco Superior Court Case No. CGC-18-5655018, Proposed Statement of Decision, dated July
4 21, 2020, Judge Curtis A. Karnow of San Francisco Complex (concluding after a full-blown bench trial
5 that a penalty of 15% of the maximum PAGA penalties was the appropriate penalty). The gross amount
6 obtained by PAGA Counsel is reasonable in light of Defendant's arguments. Further, the adverse
7 decisions in *Viking River Cruises* and *Wesson* pose very significant, and even fatal, risk to Plaintiff's
8 case.

9 40. Defendant's substantial compliance could also operate to prevent the imposition of
10 PAGA penalties.

11 41. Given Defendant's defenses to the claimed Labor Code violations at issue, the risks and
12 costs of continued litigation, and Defendant's financial condition, Plaintiff and PAGA Counsel believe
13 that the Gross Settlement Amount is fair and reasonable. This settlement was negotiated by experienced
14 counsel at arm's length.

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

19 43. Although PAGA requires that a court approve the proposed PAGA settlement, Labor
20 Code § 2699(1) does not require that a court approve any other elements of the proposed settlement.
21 Because there are no class allegations for which Plaintiff seeks approval, the approval provisions
22 applicable to class settlements under Cal. Code Civil Proc. § 382 do not apply. Accordingly, the Court
23 only needs to approve the settlement of the civil penalties sought in the PAGA claim. Nevertheless, as
24 explained herein, the settlement terms for attorneys' fees and costs are reasonable.

25 **V. THE PAGA COUNSEL FEES AND EXPENSES PAYMENT ARE FAIR AND**
26 **REASONABLE**

27 44. PAGA Counsel seeks approval of the PAGA Counsel Fees Payment in the amount of
28 \$41,666.67 (one-third of the Gross Settlement Amount) and PAGA Counsel Litigation Expenses

1 Payment not to exceed \$20,000⁴ for reimbursement of actually incurred litigation expenses. PAGA does
2 not have any requirements for reviewing attorneys' fees, and Plaintiff's position is that the payment of
3 attorneys' fees and costs in this Settlement is a matter of contract for a contingent representation.
4 Nevertheless, should this Court review the requested attorneys' fees, the requested fees and costs are
5 reasonable for experience wage and hour counsel.

6 45. The requested PAGA Counsel Fees Payment of \$41,666.67 and reimbursement of PAGA
7 Counsel Litigation Expenses Payment of up to \$20,000 is fair, reasonable, and justified by the result
8 achieved.

9 46. PAGA Counsel negotiated a recovery of \$125,000, and this result justifies the requested
10 fees equal to one third of this recovery. This percentage is within the standard contingent recovery
11 percentage of one-third, and this percentage is what was expressly approved by the Supreme Court in
12 *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504, (2016). At the time this case was brought, the result
13 was far from certain. Defendant's defenses to the merits of the case created difficulties with proof and
14 complex legal issues for PAGA Counsel to overcome. Here, several defenses asserted by Defendant
15 present serious threats to the claims of Plaintiff and the Aggrieved Employees. Defendant asserted that
16 its employment practices complied with all applicable labor laws. If successful, Defendant's factual and
17 legal defenses would eliminate *any recovery* to the Aggrieved Employees. While Plaintiff believes that
18 these defenses could be overcome, Defendant maintains that these defenses have merit and therefore
19 present a serious risk to recovery. The Settlement was possible because, in PAGA Counsels' eyes,
20 PAGA Counsel was able to persuade Defendant that there was an appreciable risk that Plaintiff would
21 prevail on the factual and legal issues underlying liability and overcome difficulties in proof as to
22 monetary relief.

23 47. Plaintiff is represented by competent and experienced counsel to pursue his claims. I
24 establish the JCL Law Firm, APC ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing
25 aggrieved employees and consumers throughout California in wage and hour class actions and complex
26 multi-party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade,
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28 ⁴ As detailed *infra*, at the time of filing this motion, Plaintiff's Counsel incurred \$13,153.83 litigating this matter. Plaintiff will provide the Court with a final amount of litigation costs at the time of hearing on this motion.

1 Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Perssia Razma (Associate
2 Attorney), Monnett De La Torre (Associate Attorney), Tesla Stone (Senior Paralegal), Jennifer Heming
3 (Paralegal), Laura Gonzalez Mendez (Paralegal), and Madelyn Uchiyama (Legal Assistant).

4 48. I am qualified to represent the Plaintiff, the State of California, and the Aggrieved
5 Employees. I have extensive experience with wage and hour class and representative actions litigation
6 like this matter, and employment matters in general. Additionally, I have extensive complex mass tort
7 litigation experience and complex construction product liability experience. I can, will and have
8 adequately represented the interests of the Plaintiff, the State of California, and the Aggrieved
9 Employees throughout this action.

10 49. I have represented consumers and employees in California class actions, and complex
11 multi-party product liability actions exclusively for more than 14 years. I have been in practice as a
12 plaintiffs' civil litigation attorney since April 2007.

13 50. I am qualified to represent the Plaintiff, the State of California and the Aggrieved
14 Employees. I have extensive experience with wage and hour class and representative actions litigation
15 like this matter, and employment matters in general. My credentials are reflected in the JCL Law Firm,
16 APC, Firm Resume, a true and correct copy of which is attached hereto as Exhibit #6. Some of the
17 major cases the Firm has undertaken are also set forth in Exhibit #6.

18 51. The JCL Law Firm's rates are comparable to those judicially approved for other
19 plaintiff's firms, such as Baron & Budd (rates ranging from \$775 for the requested partner to \$390-
20 \$630 for non-partners), Western Comden Casselman & Essensten (rates ranging from \$670-\$750 for
21 partners and \$300-\$500 for associates), and Blood Hurst & Rearden (\$510-\$695 for partners). See
22 *Aarons v. BMW of North America*, No. 11-7667-PSG, 2014 U.S. Dist. LEXIS 118442, *40-41 (C.D.
23 Cal. Apr. 29, 2014). Other Southern California courts have approved hourly rates in the requested range.
24 *See e.g., Kearney v. Hyundai Motor Am.*, 2013 U.S. Dist. LEXIS 91636, *24 (C.D. Cal. June 28, 2013)
25 (approving hourly rates of \$650 -\$800 for senior attorneys in consumer class action); *Parkinson v.*
26 *Hyundai Motor America*, 796 F.Supp.2d 1160, 1172 (C.D. Cal. 2010)(approving hourly rates between
27 \$445 and \$675); *Faigman v. AT&T Mobility, LLC*, 2011 U.S. Dist. LEXIS 15825, *2 (N.D. Cal. Feb.
28 15, 2011)(Approving hourly rates of \$650 an hour for partners and \$500 for associates); *Richard v.*

1 *Ameri-Force Mgmt. Servs., Inc.*, No 37-2008-00096019 (San Diego Superior Court, August 27,
2 2010)(\$695 to \$750 an hour for partners and \$495 for associates); *Barrera v. Gamestop*, No. CV 09-
3 1399 (C.D. Cal. Nov. 29, 2010)(\$700 for partners and \$475 for associates); *Anderson v. Nextel Retail*
4 *Stores, LLC*, No. CV 07-4480 (C.D. Cal. June 20, 2010)(\$655- \$750 for partners and \$300 – 515 for
5 associates); *Luquetta v. Regents of Cal.*, CGC-05-443007 (San Francisco Sup. Ct.) (approving 2012
6 partner rates between \$550 and \$850 per hour); and *Holoway v. Best Buy Co.*, C-05-5056-PJH
7 (MEJ)(N.D. Cal.)(approving 2011 partner rates between \$825 and \$700, and associates hourly rates
8 between \$355 and \$405 an hour).

9 52. Moreover, my billing rate has been approved multiple times within the last twelve months
10 by California Superior Court judges. (See generally *Martinello v. Century Wilshire, Inc.*, Los Angeles
11 Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing
12 rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Wilson*
13 *v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6,
14 2022) Hon. David Cohn approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the
15 JCL Law Firm, APC, as Class Counsel; *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case
16 No. 56-2021-00549844-CU-OE-VTA (April 12, 2022) Hon. Mark Borrell a \$550 billing rate and
17 appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel, in a \$1,500,000
18 wage and hour class and PAGA action; *Roa v. Otay Mesa Sales Inc.*, San Diego Superior Court Case
19 No. 37-2019-00057735-CU-OE-CTL (May 13, 2022) Hon. Gregory Pollack approved a \$550 billing
20 rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Dula v.*
21 *2 Kings*, Merced Superior Court Case No. 20CV-02289 (July 15, 2022) Hon. Brian McCabe approved
22 a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class
23 Counsel; *Foss v. Anderson Hospitality, Inc.*, Shasta Superior Court Case No. 195317 (July 18, 2022)
24 Hon. Stephen H. Baker approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the
25 JCL Law Firm, APC, as Class Counsel; *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego
26 Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 27, 2022) Hon. Ronald Frazier
27 approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as
28 Class Counsel in a \$1,000,000 wage and hour class and PAGA action; *Almanza v. Xtreme Xpress, Inc.*,

Los Angeles Superior Court Case No. 20STCV15387 (July 28, 2022) Hon. Elihu M. Berle approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Vejar v. Fineline Woodworking, Inc., et al*, Orange Superior Court Case No. 30-2021-01208607-CU-OE-CXC (October 24, 2022) Hon. Randall J. Sherman approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.

53. As of January 8, 2024, The JCL Law Firm, APC incurred a total lodestar of \$39,507.50 for 79.5 hours worked by attorneys and staff successfully litigating this matter. I have reviewed my firm's lodestar in this matter and believe the charges are reasonable and were reasonably necessary to the conduct of the case. Detailed Time and Billing Journals for the JCL Law Firm are attached hereto as Exhibit #4.

54. Additionally, the attorneys and staff at co-counsel the Zakay Law Group, APLC ("ZLG"), billed \$14,087.50 for 29.2 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.

55. Collectively, PAGA Counsel spent a total of 108.7 hours successfully litigating this matter for a total combined loadstar of \$53,595.00. Thus, the Attorneys' Fee request is equal to Class Counsel's loadstar with a modest 0.41 multiplier.

56. PAGA Counsel's loadstar is summarized by firm below:

<u>FIRM</u>	<u>Hours</u>	<u>Total</u>
JCL Law Firm, APC.	79.5	\$39,507.50
ZLG	29.2	\$14,087.50
Total	108.7	\$53,595.00

57. Prior to incurring costs for filing of this motion, PAGA Counsel collectively expended \$13,153.83 prosecuting this action (JCL Law Firm, APC - \$6,889.11, Zakay Law Group, APLC - \$6,264.72).

///

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

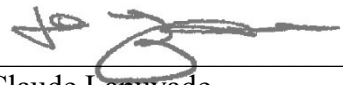
5 **VI. PLAINTIFF'S SERVICE AWARD IS FAIR AND REASONABLE**

6 59. The Settlement provides for a Service Award of \$10,000 for Plaintiff. The Service Award
7 payment is fair and reasonable compensation for the Plaintiff's efforts bringing the action, assisting
8 PAGA Counsel with the litigation and settlement, regularly conferring with PAGA Counsel on the
9 status of her case and the strategies for prosecuting the claims and agreeing to provide Defendant a
10 broad general release of all claims arising out of her employment. Plaintiff willingly came forward to
11 protect and advance the rights of the Aggrieved Employees on important legal disputes affecting
12 California employees. By way of example, Plaintiff assumed the serious risk of liability for Defendant's
13 costs and potentially fees if the case was unsuccessful. Nevertheless, Plaintiff knowingly and
14 voluntarily undertook the risk to vindicate the rights of the Aggrieved Employees.

15 60. Plaintiff's efforts in bringing the lawsuit conferred a monetary benefit to 363 Aggrieved
16 Employees. Accordingly, Plaintiff and PAGA Counsel respectfully request the Court approve the
17 Service Award in accordance with the Settlement Agreement. Plaintiff and PAGA Counsel also
18 respectfully request approval of the requested Service Award in the amount of \$10,000.00 to Plaintiff.

19
20 I declare under penalty of perjury under the laws of the State of California that the foregoing is
21 true and correct. Executed this January 8, 2024, at San Diego, California.

22
23 **JCL LAW FIRM, APC**

24 By: 

25 Jean-Claude Lapuyade

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Paola Villalvazo (“Plaintiff”) and defendant SK Market, Inc., (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned Villalvazo v. SK Market, Inc., et al. initiated on October 29, 2021, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Apex Class Action LLC, located at 20371 Irvine Avenue, Newport Beach, CA 92660; Tel: (800) 355-0700, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means all current and former non-exempt employees who worked for Defendant and performed work in California during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods worked.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Los Angeles.
- 1.8. “Defense Counsel” means Brian D. Peters, Esq., and Laura P. Birnbaum, Esq., of Kaufman Dolowich & Voluck, LLP.
- 1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment.
- 1.10. “Funding Date” means the date on which Defendants shall fund the Gross Settlement Amount to the Administrator.

- 1.11. “Gross Settlement Amount” means \$125,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment, and Service Award.
- 1.12. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.13. “Judgment” means the judgment entered by the Court based upon the Court Approval of the Settlement.
- 1.14. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.15. “LWDA PAGA Payment” means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.16. “Notice of PAGA Settlement” means the notice to be provided to the Aggrieved Employees by the Claims Administrator in the form set forth as **Exhibit A** to this Agreement.
- 1.17. “PAGA Counsel” means Jean-Claude Lapuyade, Esq., of JCL Law Firm, APC and Shani Zakay, Esq., of Zakay Law Group, APLC, the attorneys representing the Plaintiff in the Action.
- 1.18. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.19. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.20. “PAGA Period” means the period from August 25, 2020, to September 15, 2023.
- 1.21. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.22. “PAGA Notice” means Plaintiff’s August 25, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.23. “PAGA Payment” means the amount remaining from the Gross Settlement Amount after deducting the Administration Expenses Payment, PAGA Counsel Fees Payment, Litigation Expenses Payment, and Plaintiff’s Service Award. The PAGA Penalties shall be used to satisfy claims for civil penalties under PAGA asserted on behalf of herself,

the Aggrieved Employees, and the LWDA. The total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in the amount of \$44,933.33, allocated 25% to the Aggrieved Employees (\$11,233.33) and the 75% to LWDA (\$33,699.99) in settlement of PAGA claims.

- 1.24. "Plaintiff" means Paola Villalvazo, the named plaintiff in the Action.
- 1.25. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.26. "Released PAGA Claims" means all released PAGA claims alleged in the operative complaint in the Action and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, including but not limited to, claims under Labor Code sections 201, 201.3, 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, 1197.14, 1198, 1199, 2802, 2804 and 2698, et seq., California Code of Regulations, Title 8, Section 1 1070(14), the applicable Industrial Welfare Commission Wage Order(s), and any resulting claim for attorneys' fees and costs and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.
- 1.27. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.28. "Service Award" means the payment of \$10,000.00 to Plaintiff for initiating the Action and providing services in support of the Action.
- 1.29. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On October 29, 2021, Plaintiff commenced this Action by filing a Class and Representative Complaint alleging nine (9) causes of action against Defendants for (1) Unfair Competition in Violation of Bus. & Prof. Code sections 17200 *et seq*; (2) Failure to pay overtime wages in violation of California Labor Code sections 510 *et seq*; (3) Failure to pay minimum wages in violation of California Labor Code sections 1194, 1197 and 1197.1; (4) Failure to provide required meal periods in violation of California Labor Code sections 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 section 226; (7) Failure to provide wages when due in violation of California Labor Code sections 201, 202 and 203; (8) Failure to reimburse employees for required expenses in violation of California Labor Code section 2802; and (9) Violation of the Private Attorneys General Act [Labor Code §§ 2698 *et seq*]. The Complaint is the operative complaint in the Action (the

“Operative Complaint.”)

- 2.2. On March 15, 2022, the Court dismissed the putative class action allegations from the operative complaint without prejudice, dismissed Plaintiff’s individual claims without prejudice, and reassigned the matter as a PAGA only non-complex case. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.4. On May 22, 2023, the Parties participated in an all-day mediation presided over by Hon. Carl J. West (Ret.), a retired judge and experienced mediator of wage and hour class and representative actions, which subsequently led to this Agreement to settle the Action.
- 2.5. Prior to mediation, Plaintiff obtained, through informal discovery, timekeeping records, and payroll records for the Aggrieved Employees. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.6. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay One Hundred, Twenty-Five Thousand Dollars and Zero Cents (\$125,000.00) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval:
 - 3.2.1. To Plaintiff: A Service award to Plaintiff of not more than \$10,000.00. Defendant will not oppose Plaintiff’s request for a service award that does not exceed this amount. As part of the motion for settlement approval, Plaintiff will seek Court approval for any Service Award no later than sixteen (16) court days prior to the Settlement Approval Hearing. If the Court approves a Service Award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Service Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Service Award.

- 3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be Forty-One Thousand, Six Hundred and Sixty-Six Dollars and Sixty-Seven Cents (\$41,666.67) and PAGA Counsel Litigation Expenses Payment of not more than Twenty Thousand Dollars and Zero Cents (\$20,000.00). Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment no later than sixteen (16) court days prior to the Approval Hearing. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed Eight Thousand and Four Hundred Dollars and Zero Cents (\$8,400.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less than \$8,400.00 or the Court approves payment less than \$8,400.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To the LWDA and Aggrieved Employees: PAGA Payment in the amount of \$44,933.33 to be paid from the Gross Settlement Amount, with 75% (\$33,699.99) allocated to the LWDA PAGA Payment and 25% (\$11,233.33) allocated to the Individual PAGA Payments. Defendant's payment of the PAGA Payment does not constitute the payment of any actual civil penalties imposed on Defendant, but rather constitutes a payment made by Defendant to settle a disputed claim for civil penalties.
- 3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$11,233.33) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
- 3.2.4.2. If the Court approves a PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 363 Aggrieved Employees who worked a total of 19,893 PAGA Pay Periods.
- 4.2. Aggrieved Employee Data. Within fifteen (15) days after the Court grants Approval of the Settlement, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount to the Administrator, including payment for all claims, payment of Claims Administration Expenses, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Service Award, and PAGA Payment in 10 monthly installments of \$12,500 each, beginning within 30 days after entry of the court order approving the settlement.
- 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the 10th monthly installment, thereby fully funding the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, , and the Service Award.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are

returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the Community Law Project in accordance with CCP § 384 and subject to Court approval.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's General Release. In consideration for the payment of the Service Award, Plaintiff releases Defendant and the Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted prior to the approval of the Settlement, whether in tort, in contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with Plaintiff's prior employment with Defendant or any act or omission by or on the part of Defendant. (The release set forth in this Paragraph shall be referred to hereinafter as "Plaintiff's General Release.") In addition, Plaintiff acknowledges that she has no intent to apply and/or re-apply for employment at Defendant. Plaintiff further acknowledges that Defendant or any related, successor, parent, or subsidiary companies has the right to refuse rehire of Plaintiff for nondiscriminatory and non-retaliatory reasons. Plaintiff's General Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's General Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's General Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

- 5.2 Release by Aggrieved Employees: Upon entry of final judgment and funding of the Gross Settlement Amount, all Aggrieved Employees and the State of California will fully release and discharge Defendant and all Released Parties from the Released PAGA Claims. The Parties agree there is no statutory right for any Aggrieved Employee to object, opt out or otherwise exclude himself or herself from the Settlement. The Parties further agree there is no right or opportunity for any Aggrieved Employee to appeal the approval of the PAGA settlement by the Court. This Agreement shall not be subject to collateral attack by any Aggrieved Employee.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than seventy-five (75) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's

concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action LLC, to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of providing reports state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 363 Aggrieved Employees who worked 19,893 Pay Periods during the PAGA Period. Should the number of Pay Periods increase by more than 10% of what was represented at the mediation during the PAGA Period, the Gross Settlement Amount will increase proportionally for the number of Pay Periods over 110% of 19,893. For example, if the total Pay Periods in the PAGA Period are 115% of 19,893, the Gross Settlement Amount shall increase by 5%. Defendants will provide a declaration under penalty of perjury confirming the number of applicable Aggrieved Employees and Pay Periods they worked during the applicable PAGA Period one week prior to Plaintiff's deadline to file their motion for Settlement approval.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

- 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the

Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.1 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 10.12 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.13 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.14 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-599-8292
F: 619-599-8291
jlapyade@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-892-7095
F: 858-404-9203
Shani@zakaylaw.com

To Defendant:

KAUFMAN DOLOWICH & VOLUCK, LLP
21515 Hawthorne Blvd, Suite 450
Torrance, CA 90503
T: 310-540-2000
F: 310-540-6609
bpeters@kaufmandolowich.com
lbirnbaum@kaufmandolowich.com

- 10.15 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.16 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

[REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]

IT IS SO AGREED TO AS TO FORM AND CONTENT BY PLAINTIFF:

Dated: 12/27, 2023


Paola Villalvazo (Dec 27, 2023 18:48 PST)

Plaintiff Paola Villalvazo

Dated: Dec. 28, 2023



Jean-Claude Lapuyade
The JCL Law Firm, APC
Attorney for Plaintiff

Dated: Dec. 28, 2023



Shani O. Zakay
Zakay Law Group, APLC
Attorney for Plaintiff

IT IS SO AGREED TO AS TO FORM AND CONTENT BY DEFENDANT:

Dated: _____, 2023

David Oh
For Defendant
SK MARKET, INC.

Dated: _____, 2023

Brian D. Peters, Esq.
Laura P. Birnbaum, Esq.
Kaufman Dolowich & Voluck, LLP
Attorney for Defendant

EXHIBIT A

[Administrator Notice]

You are receiving this payment because of a lawsuit brought by a former California employee against SK Market, Inc., (“Defendant”) for civil penalties pursuant to the Private Attorneys General Act of 2004, Labor Code § 2698 et seq. (“PAGA”). Plaintiff Paola Villalvazo (“Plaintiff”) claimed that she and other employees were not provided legally compliant meal and rest periods, not provided suitable seating, not paid for all time worked, not properly paid overtime, not properly paid minimum wages, not paid at the correct regular rate of pay, not provided with accurate wage statements, not reimbursed for business expenses, and not timely paid wages.

Defendant denies these claims and denies that it owes any penalties, but to avoid further time and expense in litigation, Defendant and Plaintiff have agreed to settle the case. The settlement resolves the claims asserted in the lawsuit on behalf of the State of California and all current and former non-exempt employees who worked for Defendant and performed work in California at any time between August 25, 2020, and September 15, 2023. (“Aggrieved Employees”).

According to Defendant’s records, you are an Aggrieved Employee and are therefore entitled to a share of the settlement. This settlement check shall remain valid until **[insert date]**.

This check is issued pursuant to the terms of the PAGA settlement in Los Angeles Superior Court Case No. 21STCV39911. The PAGA settlement settles and releases only claims for PAGA penalties and no other claims against Defendant.

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 **[insert date]**. 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



ZAKAY LAW GROUP

A PROFESSIONAL LAW CORPORATION

Client #42001

August 25, 2021

Via Online Filing to LWDA and Certified Mail to Defendants

Labor and Workforce Development Agency

Online Filing

SK MARKET, INC.

c/o David Oh

101 Wagon

Irvine, CA 92618

Via Certified Mail with Return Receipt

No. 7021 0950 0001 6369 9606

JAY'S MARKET, INC.

c/o Vincent Tran

11218 S. Central Ave.

Los Angeles, CA 90059

Via Certified Mail with Return Receipt

No. 7021 0950 0001 6369 9613

ADVANCE FOOD MARKET, INC.

C/O Myo Z. Kim

4000 W. Pico Blvd

Los Angeles, CA 90019

Via Certified Mail with Return Receipt

No. 7021 0950 0001 6369 9590.

Re: Notice of Violations of California Labor Code Sections 201, 201.3, 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, 1197.14, 1198, 1199, 2802, 2804, California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Suitable Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

Our offices represent Plaintiff PAOLA VILLALVAZO ("Plaintiff"), and other aggrieved employees in a proposed lawsuit against SK MARKET, INC. ("SK Market"), JAY'S MARKET INC. ("Jay's"), and ADVANCE FOOD MARKET, INC. ("Advance") (hereinafter collectively referred to as "Defendants"). Plaintiff was employed by Defendants in California between May of 2020 to October of 2020 as a non-exempt employee, entitled to payment of all wages and the legally required meal and rest breaks. Defendants, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all of their time worked, and for all of their meal breaks and rest breaks. Further, Defendants failed to timely pay Plaintiff and other aggrieved employees for earned wages.

As a consequence of the aforementioned violations, Plaintiff further contends that Defendants failed to provide accurate wage statements to her, and other aggrieved employees, in violation of California Labor Code section 226(a). Said conduct, in addition to the foregoing Labor Code §§ 201, 201.3, 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, 1197.14, 1198, 1199, 2802, 2804, California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Suitable Seating), violates the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

Plaintiff seeks to represent a group of aggrieved employees defined as all non-exempt and exempt employees who worked for Defendant SK Market and/or Defendant Jay's and/or Defendant Advance during the relevant claim period.

A true and correct copy of the proposed Complaint by Plaintiff against Defendants, which (1) identifies the alleged violations, (2) details the facts and theories which support the alleged violations, (3) details the specific work performed by Plaintiff, (4) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (5) sets forth the illegal practices used by Defendants, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

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

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

Sincerely,



Shani O. Zakay
Attorney for Plaintiff

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
3990 Old Town Avenue, Suite C204
San Diego, CA 92110
Telephone: (619) 255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com

JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar #248676)
Eduardo Garcia (State Bar #290572)
3990 Old Town Avenue, Suite C204
San Diego, CA 92110
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
egarcia@jcl-lawfirm.com

Attorneys for Plaintiff PAOLA VILLALVAZO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

PAOLA VILLALVAZO, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

SK MARKET, INC., a California corporation;
ADVANCE FOOD MARKET, INC., a
California corporation; JAY'S MARKET INC.,
a California corporation; and DOES 1 through
50, Inclusive;

Defendants.

Case No. _____

CLASS ACTION COMPLAINT FOR:

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq.*;
2. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq.*
3. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
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;
7. FAILURE TO PAY WAGES WHEN DUE IN VIOLATION OF CAL. LABOR CODE §§ 201, 202 AND 203
8. FAILURE TO REIMBURSE FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
9. VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT [LABOR CODE §§ 2698 *ET SEQ.*].

DEMAND FOR JURY TRIAL

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

THE PARTIES

1. Defendant SK MARKET, INC. (“Defendant SK Market”) is a California corporation, that at all relevant times mentioned herein conducted and continues to conduct substantial business in the state of California, county of Los Angeles, owns, operates and/or manages a grocery/market stores throughout California.

2. Defendant ADVANCE FOOD MARKET, INC. (“Defendant Advance”) is a California corporation, that at all relevant times mentioned herein conducted and continues to conduct substantial business in the state of California, county of Los Angeles, owns, operates and/or manages a grocery/market stores throughout California.

3. Defendant JAYS MARKET, INC. (“Defendant Jay’s”) is a California corporation, that at all relevant times mentioned herein conducted and continues to conduct substantial business in the state of California, county of Los Angeles, owns, operates and/or manages a grocery/market stores throughout California.

4. Defendant SK Market, Defendant Advance and Defendant Jays were the joint employers of PLAINTIFF as evidenced by the contracts signed and by the company the PLAINTIFF performed

work for respectively, and are therefore jointly responsible as employers for the conduct alleged herein and collectively referred to herein as “DEFENDANTS” and/or “DEFENDANT.”

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

6. The agents, servants and/or employees of the DEFENDANTS and each of them acting on behalf of the DEFENDANT acted within the course and scope of his, her or its authority as the agent, servant and/or employee of the DEFENDANT, and personally participated in the conduct alleged herein on behalf of the DEFENDANT with respect to the conduct alleged herein. Consequently, the acts of each of the DEFENDANTS are legally attributable to the other and all DEFENDANTS are jointly and severally liable to PLAINTIFF and those similarly situated, for the loss sustained as a proximate result of the conduct of the DEFENDANTS’ agents, servants and/or employees.

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

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

1 9. PLAINTIFF was employed by DEFENDANTS as a non-exempt employee paid on an
2 hourly basis and entitled to overtime pay and legally compliant meal and rest periods from May of 2020
3 to October of 2020.

4 10. PLAINTIFF brings this Class Action on behalf of herself and on behalf of all individuals
5 who are or previously were employed by Defendant SK Market and/or Defendant Advance and/or
6 Defendant Jay's in California and classified as non-exempt employees (the "CALIFORNIA CLASS")
7 at any time during the period beginning four (4) years prior to the filing of this Complaint and ending
8 on the date as determined by the Court (the "CLASS PERIOD"). The amount in controversy for the
9 aggregate claim of CALIFORNIA CLASS members is under five million dollars (\$5,000,000.00).

10 11. PLAINTIFF brings this Class Action on behalf of herself and on behalf of the
11 CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses
12 incurred during the CLASS PERIOD caused by DEFENDANTS' uniform policy and practice which
13 (1) failed to provide PLAINTIFF and the CALIFORNIA CLASS with legally compliant meal and rest
14 periods or an additional hour of pay at the regular rate of compensation in *lieu* thereof in violation of
15 California Labor Code Sections 226.7(c), 512(a) and the applicable Industrial Welfare Commission
16 Wage Order, (2) failed to pay PLAINTIFF and the CALIFORNIA CLASS for all hours worked in
17 violation of, *inter alia*, California Labor Code Sections 510, 1194, 1197, and 1197.1, (3) failed to
18 reimburse PLAINTIFF AND THE CALIFORNIA CLASS for required expenses in violation of
19 California Labor Code Section 2802, and (4) failed to provide accurate itemized wage statements in
20 violation of California Labor Code Sections 226 and 226.3.

21 12. DEFENDANTS' uniform policies and practices alleged herein were unlawful, unfair and
22 deceptive business practices whereby DEFENDANTS retained and continues to retain wages due
23 PLAINTIFF and the other members of the CALIFORNIA CLASS.

24 13. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction
25 enjoining such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and the other
26 members of the CALIFORNIA CLASS who have been economically injured by DEFENDANTS's past
27 and current unlawful conduct, and all other appropriate legal and equitable relief.

28 ///

JURISDICTION AND VENUE

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

15. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANTS, resides in this County, and DEFENDANTS (i) currently maintains and at all relevant times maintained offices and facilities in this County and/or conducts substantial business in this County, and (ii) committed the wrongful conduct herein alleged in this County against members of the CALIFORNIA CLASS.

THE CONDUCT

16. In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a matter of company policy, practice and procedure, intentionally, knowingly and systematically failed to provide legally complaint meal and rest period, failed to accurately compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest periods, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked, failed to reimburse required business expenses, and failed to issue to PLAINTIFF and the members of the CALIFORNIA CLASS with accurate itemized wage statements showing, among other things, the amount of time worked. DEFENDANTS' uniform policies and practices are intended to purposefully avoid the accurate and full payment for all time worked as required by California law which allows DEFENDANTS to illegally profit and gain an unfair advantage over competitors who comply with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA CLASS against DEFENDANTS, the CLASS PERIOD should be adjusted accordingly.

A. Meal Period Violations

17. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were required to pay PLAINTIFF and CALIFORNIA CLASS members for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the

1 employee is suffered or permitted to work. From time-to-time during the CLASS PERIOD,
2 DEFENDANTS required PLAINTIFF and CALIFORNIA CLASS members to work without paying
3 them for all the time they were under DEFENDANTS' control. Specifically, as a result of
4 PLAINTIFF's demanding work requirements and DEFENDANTS' under staffing, DEFENDANTS
5 required PLAINTIFF to work while clocked out during what was supposed to be PLAINTIFF's off-
6 duty meal break. PLAINTIFF was from time to time interrupted by work assignments while clocked
7 out for what should have been PLAINTIFF's off-duty meal break. Indeed, there were many days where
8 PLAINTIFF did not even receive a partial lunch. As a result, the PLAINTIFF and other CALIFORNIA
9 CLASS members forfeited minimum wage and overtime wages by regularly working without their time
10 being accurately recorded and without compensation at the applicable minimum wage and overtime
11 rates. DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA
12 CLASS members for all time worked is evidenced by DEFENDANTS' business records.

13 18. From time-to-time during the CLASS PERIOD, as a result of their rigorous work
14 schedules and DEFENDANTS' inadequate staffing practices, PLAINTIFF and other CALIFORNIA
15 CLASS members were from time to time unable to take thirty (30) minute off duty meal breaks and
16 were not fully relieved of duty for their meal periods. PLAINTIFF and other CALIFORNIA CLASS
17 members were required from time to time to perform work as ordered by DEFENDANTS for more
18 than five (5) hours during some shifts without receiving a meal break. Further, DEFENDANTS from
19 time to time failed to provide PLAINTIFF and CALIFORNIA CLASS members with a second off-
20 duty meal period for some workdays in which these employees were required by DEFENDANTS to
21 work ten (10) hours of work from time to time. The nature of the work performed by the PLAINTIFF
22 and the members of the CALIFORNIA CLASS does not qualify for limited and narrowly construed
23 "on-duty" meal period exception. PLAINTIFF and other members of the CALIFORNIA CLASS
24 therefore forfeited meal breaks without additional compensation and in accordance with
25 DEFENDANTS' strict corporate policy and practice.

26 **B. Rest Period Violations**

27 19. From time-to-time during the CLASS PERIOD, PLAINTIFF and other CALIFORNIA
28 CLASS members were also required from time to time to work in excess of four (4) hours without

being provided ten (10) minute rest periods as a result of their rigorous work schedule and DEFENDANTS' inadequate staffing . Further, for the same reasons 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 from time to time, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time. PLAINTIFF and other CALIFORNIA CLASS members were also not provided with one-hour wages in lieu thereof. As a result of their rigorous work schedules and DEFENDANTS' inadequate staffing, PLAINTIFF and other CALIFORNIA CLASS members were from time to time denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

C. Off the Clock Work – Minimum Wage and Overtime Violations

20. During the CLASS PERIOD, from time-to-time DEFENDANTS failed to accurately pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all hours worked. Specifically, DEFENDANT from time-to-time required PLAINTIFF and the other members of the CALIFORNIA CLASS to perform off-the-clock work. Notwithstanding, from time-to-time DEFENDANTS failed to pay PLAINTIFF and other members of the CALIFORNIA CLASS necessary wages for performing work at DEFENDANTS' direction, request and benefit, while off-the clock post-shift.

21. During the CLASS PERIOD, from time-to-time DEFENDANTS required PLAINTIFF and other members of the CALIFORNIA CLASS to perform post-shift work, including but not limited to, turning off the lights in the back of the store, closing the back doors, turning the lights off in the front of the store, setting the alarm and calling the alarm system to make sure it set for the night.

22. DEFENDANTS directed and directly benefited from the uncompensated off-the-clock work performed by PLAINTIFF and the other members of the CALIFORNIA CLASS.

23. DEFENDANTS controlled the work schedules, duties, protocols, applications, assignments and employment conditions of PLAINTIFF and the other members of the CALIFORNIA CLASS.

24. DEFENDANTS were able to track the amount of time PLAINTIFF and the other members of the CALIFORNIA CLASS spent working; however, DEFENDANTS failed to document, track, or

1 pay PLAINTIFF and the other members of the CALIFORNIA CLASS all wages earned and owed for
2 all the work they performed, including off-the-clock work.

3 25. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-exempt
4 employees, subject to the requirements of the California Labor Code.

5 26. DEFENDANTS' policies and practices deprived PLAINTIFF and the other members of
6 the CALIFORNIA CLASS of all minimum, regular and overtime wages owed for the off-the-clock work
7 activities. Because PLAINTIFF and the other members of the CALIFORNIA CLASS typically worked
8 over 40 hours in a workweek, and more than eight (8) hours per day, DEFENDANTS' policies and
9 practices also deprived them of overtime pay.

10 27. DEFENDANTS knew or should have known that PLAINTIFF and the other members of
11 the CALIFORNIA CLASS off-the-clock work was compensable under the law.

12 28. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS forfeited
13 wages due them for all hours worked at DEFENDANTS' direction, control and benefit for the time
14 spent post-shift. DEFENDANTS' uniform policy and practice to not pay PLAINTIFF and the members
15 of the CALIFORNIA CLASS wages for all hours worked in accordance with applicable law is evidenced
16 by DEFENDANTS' business records

17 **D. Wage Statement Violations**

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

26 30. From time to time during the CLASS PERIOD, when PLAINTIFF and other
27 CALIFORNIA CLASS members missed meal and rest breaks, or were paid inaccurate missed meal
28 and rest period premiums, or were not paid for all the time they spent working under DEFENDANT's

1 control, DEFENDANTS also failed to provide PLAINTIFF and the other members of the
2 CALIFORNIA CLASS with complete and accurate wage statements which failed to show, among other
3 things, all hours worked and the penalty payments for missed meal and rest periods. In addition to the
4 foregoing violations, DEFENDANTS from time to time also issued PLAINTIFF and the other members
5 of the CALIFORNIA CLASS with wage statements that failed to comply with all the requirements of
6 Cal. Lab. Code § 226.

7 31. As a result, DEFENDANTS issued PLAINTIFF and the other members of the
8 CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further,
9 DEFENDANTS' violations are knowing and intentional, were not isolated or due to an unintentional
10 payroll error due to clerical or inadvertent mistake.

11 **E. Suitable Seating Violations**

12 32. PLAINTIFF further alleges that the station counters in DEFENDANT's stores provide
13 ample space behind each counter area to allow for the presence and use of a stool or seat by
14 DEFENDANT's employees' during the performance of their work duties. DEFENDANT's
15 employees' working at DEFENDANT's stores spend a very substantial portion, and, in many
16 workdays, the vast majority of their working time behind these counters. The nature of the position
17 can reasonably be accomplished while using a seat/stool.

18 33. In violation of the applicable sections of the California Labor Code and the requirements
19 of the applicable Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a matter of
20 company policy, practice and procedure, intentionally, knowingly and systematically failed to provide
21 PLAINTIFF and the other Members of the CALIFORNIA CLASS suitable seating when the nature of
22 these employees' work reasonably permitted sitting.

23 34. DEFENDANT knew or should have known that PLAINTIFF and other Members of the
24 CALIFORNIA CLASS were entitled to suitable seating and/or were entitled to sit when it did not
25 interfere with the performance of their duties, and that DEFENDANT did not provide suitable seating
26 and/or did not allow them to sit when it did not interfere with the performance of their duties. By reason
27 of this conduct applicable to PLAINTIFF and all Members of the CALIFORNIA CLASS,
28

1 DEFENDANT violated California Labor Code Section 1198 and Wage Order 4-2001, Section 14 by
2 failing to provide suitable seats.

3 **F. Unreimbursed Business Expenses**

4 35. Defendant as a matter of corporate policy, practice and procedure, intentionally,
5 knowingly and systematically failed to reimburse and indemnify PLAINTIFF and the members of the
6 CALIFORNIA CLASS or required business expenses they incurred in direct consequence of
7 discharging their duties on behalf of DEFENDANTS. Under California Labor Code Section 2802,
8 employers are required to indemnify employees for all expenses incurred in the course and scope of
9 their 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 of the
11 discharge of his or her duties, or of his or her obedience to the directions of the employer, even though
12 unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

13 36. From time-to-time during the CLASS PERIOD, PLAINTIFF and the members of the
14 CALIFORNIA CLASS were required by DEFENDANTS to use their own personal cellular phones as
15 a result of and in furtherance of their job duties as employees for DEFENDANTS. But for the use of
16 their personal cell phones, PLAINTIFF and the members of the CALIFORNIA CLASS could not
17 complete their essential job duties. Notwithstanding, DEFENDANTS did not reimburse or indemnify
18 PLAINTIFF or the members of the CALIFORNIA CLASS for the cost associated with the use of their
19 personal cellular phones for DEFENDANTS' benefit. As a result, in the course of their employment
20 with DEFENDANTS, PLAINTIFF and the members of the CALIFORNIA CLASS incurred
21 unreimbursed business expenses which included, but were not limited to, costs related to the use of their
22 personal cellular phones all on behalf of and for the benefit of DEFENDANTS

23 **CLASS ACTION ALLEGATIONS**

24 37. PLAINTIFF brings the First through Eleventh Causes of Action as a class action pursuant
25 to California Code of Civil Procedure § 382 on behalf of all of DEFENDANTS' current and former non-
26 exempt California employees ("CALIFORNIA CLASS") at any time during the period beginning four
27 (4) years prior to the filing of this Complaint and ending on the date as determined by the Court ("CLASS
28 PERIOD").

1 38. PLAINTIFF and the other CALIFORNIA CLASS members have uniformly been
2 deprived of wages and penalties from unpaid wages earned and due, including but not limited to unpaid
3 minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums, illegal meal
4 and rest period policies, failure to provide accurate itemized wage statements, failure to maintain
5 required records, and interest, statutory and civil penalties, attorney's fees, costs, and expenses.

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

7 40. Common questions of law and fact regarding DEFENDANTS' conduct, including but not
8 limited to, the off-the-clock work, unpaid meal and rest period premiums, failure to accurately pay for
9 all time worked, failing to provide legally compliant meal and rest periods, failure to provide accurate
10 itemized wage statements accurate, and failure ensure they are paid at least minimum wage and
11 overtime, exist as to all members of the class and predominate over any questions affecting solely any
12 individual members of the class. Among the questions of law and fact common to the class are:

13 a. Whether DEFENDANTS maintained legally compliant meal period
14 policies and practices;

15 b. Whether DEFENDANTS maintained legally compliant rest period
16 policies and practices;

17 c. Whether DEFENDANTS failed to pay PLAINTIFF and the
18 CALIFORNIA CLASS members accurate premium payments for missed
19 meal and rest periods;

20 d. Whether DEFENDANTS failed to pay PLAINTIFF and the
21 CALIFORNIA CLASS members accurate overtime wages.

22 e. Whether DEFENDANTS failed to pay PLAINTIFF and the
23 CALIFORNIA CLASS members at least minimum wage for all hours
24 worked;

25 f. Whether DEFENDANT failed to reimburse PLAINTIF and
26 members of the CALIFORNIA CLASS for required expenses;

27 g. Whether DEFENDANTS issued legally compliant wage statements;

28 h. Whether DEFENDANTS committed an act of unfair competition by

1 systematically failing to record and pay PLAINTIFF and the other members
2 of the CALIFORNIA CLASS for all time worked;

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

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

12 41. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a result
13 of DEFENDANTS' conduct and actions alleged herein.

14 42. PLAINTIFF's claims are typical of the claims of the class, and PLAINTIFF has the same
15 interests as the other members of the class.

16 43. PLAINTIFF will fairly and adequately represent and protect the interests of the
17 CALIFORNIA CLASS members.

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

20 45. Further, PLAINTIFF's interests are coincident with, and not antagonistic to, the interests
21 of the other CALIFORNIA CLASS members.

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

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

28 48. A class action is superior to other available methods for the fair and efficient adjudication

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

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

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

FIRST CAUSE OF ACTION

For Unlawful Business Practices

[Cal. Bus. And Prof. Code §§ 17200, *et seq.*]

(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)

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

51. DEFENDANTS are “person[s]” as that term is defined under Cal. Bus. and Prof. Code § 17021.

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

Any person who engages, has engaged, or proposes to engage in unfair

competition may be enjoined in any court of competent jurisdiction. The court may make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition, as defined in this chapter, or as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition.

Cal. Bus. & Prof. Code § 17203.

53. By reason of this uniform conduct applicable to PLAINTIFF and all CALIFORNIA CLASS members, during the CLASS PERIOD, DEFENDANTS commit acts of unfair competition in violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the “UCL”), by engaging and continuing to engage in business practices which violates California law, including but not limited to, the applicable Industrial Wage Order(s), the California Code of Regulations and the California Labor Code including Sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1194, 1197, 1197.1, 1198, for which this Court should issue declaratory and other equitable relief pursuant to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

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

55. By the conduct alleged herein, DEFENDANTS’ practices were deceptive and fraudulent in that DEFENDANTS’ uniform policy and practice failed to, *inter alia*, provide the legally mandated meal and rest periods, the required accurate amount of compensation for missed meal and rest periods, overtime and minimum wages owed, provide accurate itemized wage statements, due to a systematic business practice that cannot be justified, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this

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

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

6 57. By the conduct alleged herein, DEFENDANTS' practices were also unlawful, unfair and
7 deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to, *inter alia*,
8 provide the legally mandated meal and rest periods, the required accurate amount of compensation for
9 missed meal and rest periods, overtime and minimum wages owed, provide accurate itemized wage
10 statements, to PLAINTIFF and the other members of the CALIFORNIA CLASS as required by Cal.
11 Labor Code.

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

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

19 60. PLAINTIFF further demands on all wages due to PLAINTIFF and the members of the
20 CALIFORNIA CLASS as a result of working while off the clock on meal periods, inaccurately
21 calculated overtime and missed meal and rest periods premiums.

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

28 62. All the acts described herein as violations of, among other things, the Industrial Welfare

Commission Wage Orders, the California Code of Regulations, and the California Labor Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive and unscrupulous, were deceptive, and thereby constitute unlawful, unfair and deceptive business practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

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

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

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

SECOND CAUSE OF ACTION

For Failure to Pay Overtime Compensation

[Cal. Lab. Code §§ 510, *et seq.*]

(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)

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

67. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial

1 Welfare Commission requirements for DEFENDANTS' failure to pay these employees for all overtime
2 worked, including, work performed in excess of eight (8) hours in a workday, and/or twelve (12) hours
3 in a workday, and/or forty (40) hours in any workweek.

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

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

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

13 71. During the LABOR CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS members
14 were required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time they
15 worked or were not accurately compensated for all overtime hours worked.

16 72. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
17 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing a
18 uniform policy and practice that failed to accurately record overtime worked by PLAINTIFF and other
19 CALIFORNIA CLASS members and denied accurate compensation to PLAINTIFF and the other
20 members of the CALIFORNIA CLASS for overtime worked, including, the overtime work performed
21 in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours
22 in any workweek.

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

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

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

11 76. During the LABOR CLASS PERIOD, PLAINTIFF and the other members of the
12 CALIFORNIA CLASS were paid less for time worked that they were entitled to, constituting a failure
13 to pay all earned wages.

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

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

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

DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for overtime worked.

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

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

THIRD CAUSE OF ACTION

For Failure to Pay Minimum Wages

[Cal. Lab. Code §§ 1194, 1197 and 1197.1]

(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)

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

83. PLAINTIFF and the other members of the CALIFORNIA 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 record, calculate and pay

1 minimum and reporting time wages to PLAINTIFF and CALIFORNIA CLASS members during the
2 LABOR CLASS PERIOD.

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

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

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

10 87. DEFENDANTS maintain a uniform wage practice of paying PLAINTIFF and the other
11 members of the CALIFORNIA CLASS without regard to the correct amount of time they work. For
12 instance, as set forth herein, DEFENDANTS maintained a uniform policy that required PLAINTIFF to
13 work while clocked out during what was supposed to be PLAINTIFF's off-duty meal break without
14 compensation. Further, as set forth herein, DEFENDANTS' uniform policy and practice was to
15 unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the other members
16 of the CALIFORNIA CLASS.

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

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

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

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

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

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

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

22 95. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
23 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of
24 any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor Code
25 and/or other applicable statutes. To the extent minimum wage compensation is determined to be owed
26 to the CALIFORNIA CLASS members who have terminated their employment, DEFENDANTS'
27 conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled
28 to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of

these CALIFORNIA CLASS members. DEFENDANTS' conduct as alleged herein was willful, intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS members are entitled to seek and recover statutory costs.

FOURTH CAUSE OF ACTION

For Failure to Provide Required Meal Periods

[Cal. Lab. Code §§ 226.7 & 512]

(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)

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

97. During the LABOR CLASS PERIOD, from time to time, DEFENDANTS failed to provide all the legally required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS members as required by the applicable Wage Order and Labor Code. The nature of the work performed by PLAINTIFF and CALIFORNIA CLASS members did not prevent these employees from being relieved of all of their duties for the legally required off-duty meal periods. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS members were from time to time not fully relieved of duty by DEFENDANTS for their meal periods. Additionally, DEFENDANTS' failure to provide PLAINTIFF and the CALIFORNIA CLASS members with legally required meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANTS' business records from time to time. Further, DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS members with a second off-duty meal period in some workdays in which these employees were required by DEFENDANTS to work ten (10) hours of work. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS therefore forfeited meal breaks without additional compensation and in accordance with DEFENDANTS' strict corporate policy and practice.

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

1 **SIXTH CAUSE OF ACTION**

2 **For Failure to Provide Accurate Itemized Statements**

3 **[Cal. Lab. Code §§ 226 and 226.2]**

4 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

5 104. 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 Complaint.

7 105. Cal. Labor Code § 226 provides that an employer must furnish employees with an
8 “accurate itemized” statement in writing showing:

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

27 106. During the LABOR CLASS PERIOD, DEFENDANTS also failed to provide PLAINTIFF
28 and the other members of the CALIFORNIA CLASS with complete and accurate wage statements which

1 failed to accurately show, among other things, (1) total number of hours worked, (2) net wages earned,
2 (3) gross wages earned and (7) all applicable hourly rates in effect during the pay period and the
3 corresponding number of hours worked at each hourly rate by the employee in violation of California
4 Labor Code Section 226.

5 107. DEFENDANTS knowingly and intentionally failed to comply with Cal. Labor Code §
6 226, causing injury and damages to the PLAINTIFF and the other members of the CALIFORNIA
7 CLASS. These damages include, but are not limited to, costs expended calculating the correct rates for
8 the overtime worked and the amount of employment taxes which were not properly paid to state and
9 federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFF and the other
10 members of the CALIFORNIA CLASS may elect to recover liquidated damages of fifty dollars (\$50.00)
11 for the initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each
12 violation in a subsequent pay period pursuant to Cal. Lab. Code § 226, and all other damages and
13 penalties available pursuant to Labor Code § 226.2(a)(6), all in an amount according to proof at the time
14 of trial (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective
15 member of the CALIFORNIA CLASS herein.

16 **SEVENTH CAUSE OF ACTION**

17 **FAILURE TO PAY WAGES WHEN DUE**

18 **(Cal Lab. Code §§201, 202, 203)**

19 **((By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS))**

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

22 109. Cal. Lab. Code § 200 provides that:

23 As used in this article:(a) "Wages" includes all amounts for labor
24 performed by employees of every description, whether the amount
25 is fixed or ascertained by the standard of time, task, piece,
26 Commission basis, or other method of calculation. (b) "Labor"
27 includes labor, work, or service whether rendered or performed
28 under contract, subcontract, partnership, station plan, or other

1 agreement if the labor to be paid for is performed personally by the
2 person demanding payment.

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

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

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

17 112. There was no definite term in PLAINTIFF’s or any CALIFORNIA CLASS Members’
18 employment contract.

19 113. Cal. Lab. Code § 203 provides:

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

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

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

EIGHTH CAUSE OF ACTION

For Failure to Reimburse Employees for Required Expenses

[Cal. Lab. Code § 2802]

(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)

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

117. 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.

118. From time-to-time during the CLASS PERIOD, DEFENDANTS violated Cal. Lab. Code § 2802, by failing to indemnify and reimburse PLAINTIFF and the members of the CALIFORNIA CLASS for required expenses incurred in the discharge of their job duties for DEFENDANTS' benefit. DEFENDANTS failed to reimburse PLAINTIFF and the members of the CALIFORNIA CLASS for expenses which included, but were not limited to, costs related to using their personal cellular phone all on behalf of and for the benefit of DEFENDANTS. Specifically, PLAINTIFF and the members of the CALIFORNIA CLASS were required by DEFENDANTS to use their personal cell phones to execute their essential job duties on behalf of DEFENDANTS. DEFENDANTS' uniform policy, practice and procedure was to not reimburse PLAINTIFF and the members of the CALIFORNIA CLASS 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

1 principal job duties. DEFENDANTS are estopped by DEFENDANTS' conduct to assert any waiver of
2 their expectation. Although these expenses were necessary expenses incurred by PLAINTIFF and the
3 members of the CALIFORNIA CLASS, DEFENDANTS failed to indemnify and reimburse
4 PLAINTIFF and the members of the CALIFORNIA CLASS for these expenses as an employer is
5 required to do under the laws and regulations of California.

6 119. PLAINTIFF therefore demands reimbursement on behalf of the members of the
7 CALIFORNIA CLASS for expenditures or losses incurred in the discharge their job duties and on behalf
8 of DEFENDANTS, or his/her obedience to the directions of DEFENDANT, with interest at the statutory
9 rate and costs under Cal. Lab. Code § 2802.

10 **NINTH CAUSE OF ACTION**

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

12 **(Cal. Lab. Code §§ 2698 et seq.)**

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

14 120. PLAINTIFF realleges and incorporates by this reference, as though fully set forth herein,
15 the prior paragraphs of this Complaint.

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

25 122. PLAINTIFF, and such persons that may be added from time to time who satisfy the
26 requirements and exhaust the administrative procedures under the Private Attorney General Act, bring
27 this Representative Action on behalf of the State of California with respect to themselves and
28 individuals who are or previously were employed by Defendant SK Market and/or Defendant Advance

1 and/or Defendant Jay's in California and classified as non-exempt employees during the time period
2 of August 25, 2020 until the present (the "AGGRIEVED EMPLOYEES").

3 123. On August 25, 2021, PLAINTIFF gave written notice by certified mail to the Labor and
4 Workforce Development Agency (the "Agency") and the employer of the specific provisions of this
5 code alleged to have been violated as required by Labor Code § 2699.3. See Exhibit #1, attached
6 hereto and incorporated by this reference herein. The statutory waiting period for PLAINTIFF to add
7 these allegations to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF
8 may now commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
9 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

10 124. The policies, acts and practices heretofore described were and are an unlawful business
11 act or practice because Defendant (a) failed to properly record and pay PLAINTIFF and the other
12 AGGRIEVED EMPLOYEES for all of the hours they worked, including minimum wage and overtime
13 wages in violation of the Wage Order, (b) failed to provide meal and rest breaks, (c) failed to provide
14 accurate itemized wage statements, and (d) failed to timely pay wages, all in violation of the applicable
15 Labor Code sections listed in Labor Code §2699.5, including but not limited to Labor Code §§ 201,
16 202, 203, 204, 218.5, 218.6, 226(a), 226.3, 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1,
17 1198, 1198.5, 2802, 2804, California Code of Regulations, Title 8, Section 1 1070(14) (Failure to
18 Provide Seating), and the applicable Industrial Wage Order(s), and thereby gives rise to statutory
19 penalties as a result of such conduct. PLAINTIFF hereby seeks recovery of civil penalties as prescribed
20 by the Labor Code Private Attorney General Act of 2004 as the representative of the State of California
21 for the illegal conduct perpetrated on PLAINTIFF and the other AGGRIEVED EMPLOYEES.
22 PLAINTIFF and the AGGRIEVED EMPLOYEES are entitled to an award of reasonable attorney's
23 fees and costs in connection with their claims for civil penalties pursuant to Labor Code Section
24 2699(g)(1).

25 125. To the extent that any of the conduct and violations alleged herein did not affect
26 PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations that affected
27 other AGGRIEVED EMPLOYEES. (*Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 519;
28 See also *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751 ["PAGA allows

an “aggrieved employee”—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer.”], Emphasis added, reh'g denied (June 13, 2018).)

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays for judgment against each DEFENDANTS, jointly and severally, as follows:

1. On behalf of the CALIFORNIA CLASS:

A) That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;

B) An order temporarily, preliminarily and permanently enjoining and restraining DEFENDANTS from engaging in similar unlawful conduct as set forth herein;

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 DEFENDANTS’s ill-gotten gains into a fluid fund for restitution of the sums incidental to DEFENDANTS’s violations due to PLAINTIFF and to the other members of the CALIFORNIA CLASS.

E) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;

1. Compensatory damages, according to proof at trial, including compensatory damages for overtime compensation due PLAINTIFF and the other members of the CALIFORNIA CLASS, during the applicable CALIFORNIA CLASS PERIOD plus interest thereon at the statutory rate;

2. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per each member of the CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation of Cal. Lab. Code § 226;

3. Meal and rest period compensation pursuant to California Labor Code Section 226.7, 512 and the applicable IWC Wage Order;

4. For liquidated damages pursuant to California Labor Code Sections 1194.2 and 1197; and,

2. On behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES:

A) Recovery of civil penalties as prescribed by the Labor Code Private Attorneys General Act of 2004.

3. On all claims:

A) An award of interest, including prejudgment interest at the legal rate;

B) Such other and further relief as the Court deems just and equitable; and,

C) An award of penalties, attorneys' fees and cost of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code §226, §1194, §2699 *et seq.*, and/or §2802.

Dated: August 25, 2021

Respectfully Submitted,
JCL LAW FIRM, A.P.C.

By: 
Jean-Claude Lapuyade
Attorneys for PLAINTIFF

DEMAND FOR JURY TRIAL

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

Dated: August 25, 2021

Respectfully Submitted,
JCL LAW FIRM, A.P.C.

By: 
Jean-Claude Lapuyade
Attorneys for PLAINTIFF

EXHIBIT 3

EXHIBIT 4

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
Villalazo v. SK Market (002-242)							
08/10/2021	No	Jean Claude Lapuyade	Pleadings - Drafted Complaint	550.00	5:12	2,860.00	2,860.00
09/27/2021	No	Jean Claude Lapuyade	Drafted Complaint	550.00	3:42	2,035.00	4,895.00
02/17/2022	No	Jean Claude Lapuyade	Case Management - Drafted and Revised ISC statement	550.00	1:00	550.00	5,445.00
03/09/2022	No	Jean Claude Lapuyade	Dec to Dismiss and Proposed Order	550.00	2:24	1,320.00	6,765.00
03/11/2022	No	Jean Claude Lapuyade	Drafted PAGA Complaint	550.00	2:30	1,375.00	8,140.00
06/17/2022	No	Jean Claude Lapuyade	Legal Research - Arbitration Enforceability	550.00	3:18	1,815.00	9,955.00
07/18/2022	No	Jean Claude Lapuyade	Case Management - Drafted and Revised CMS	550.00	0:30	275.00	10,230.00
07/26/2022	No	Jean Claude Lapuyade	Discovery - Drafted, Revised and Edited SI (Set 1)	550.00	2:06	1,155.00	11,385.00
08/03/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	550.00	0:18	165.00	11,550.00
08/29/2022	No	Jean Claude Lapuyade	Discovery - R&R Defendant's Response to SI (Set 1)	550.00	1:30	825.00	12,375.00
08/30/2022	No	Jean Claude Lapuyade	CaseManagement - Emails to/from OC Re M&C following IDC	550.00	0:30	275.00	12,650.00
09/19/2022	No	Jean Claude Lapuyade	Case Management - Drafted, Revised and Edited Stip to Stay	550.00	5:30	3,025.00	15,675.00
09/27/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from Client Re Status	550.00	0:36	330.00	16,005.00
10/27/2022	No	Jean Claude Lapuyade	Legal Research - Motion to Strike and Demurrer Answer	550.00	1:54	1,045.00	17,050.00
10/27/2022	No	Jean Claude Lapuyade	Pleadings - R&R Answer	550.00	1:12	660.00	17,710.00
12/06/2022	No	Sydney Castillo-Johnson	Mediation - emails re proposed mediators	400.00	0:06	40.00	17,750.00
12/07/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediators	550.00	0:18	165.00	17,915.00
01/08/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	550.00	0:12	110.00	18,025.00
01/08/2023	No	Sydney Castillo-Johnson	Case management - review file	300.00	0:10	50.00	18,075.00
01/16/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	550.00	0:12	110.00	18,185.00
02/16/2023	No	Jean Claude Lapuyade	Discovery - Drafted, Revised and Edited Stip to Stay	550.00	0:48	440.00	18,625.00
02/17/2023	No	Sydney	Case management - draft and revise client	400.00	0:18	120.00	18,745.00

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Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Castillo-Johnson	update email				
03/17/2023	No	Sydney Castillo-Johnson	Case management - emails re call with OC	400.00	0:24	160.00	18,905.00
03/17/2023	No	Monnett DeLaTorre	Case Management - Emails to/from OC Re Stip to Vacate Dates	500.00	0:18	150.00	19,055.00
03/20/2023	No	Sydney Castillo-Johnson	Case management - draft stip to vacate trial date	400.00	0:30	200.00	19,255.00
03/24/2023	No	Jean Claude Lapuyade	Case Management - Drafted, Revised and Edited Stip to Vacte	550.00	1:00	550.00	19,805.00
03/29/2023	No	Jean Claude Lapuyade	Law and Motion - Emails to/from OC Re Stip to Vacate	550.00	0:18	165.00	19,970.00
03/29/2023	No	Sydney Castillo-Johnson	Case management - emails re stip to vacate	400.00	0:18	120.00	20,090.00
03/31/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Stip to Vacate	550.00	0:12	110.00	20,200.00
03/31/2023	No	Sydney Castillo-Johnson	Case management - review OC revisions to stip and emails re stip	400.00	1:30	600.00	20,800.00
03/31/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Stip to Vacate	550.00	0:30	275.00	21,075.00
04/03/2023	No	Sydney Castillo-Johnson	Case management - emails re stip to vacate	400.00	0:12	80.00	21,155.00
04/25/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Data	550.00	0:18	165.00	21,320.00
04/26/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re PMK Depositions	550.00	0:18	165.00	21,485.00
04/28/2023	No	Jean Claude Lapuyade	Case Management - Email to/from OC Re Stip to Continue	550.00	0:24	220.00	21,705.00
04/28/2023	No	Jean Claude Lapuyade	Discovery -Drafted, Revised and Edited PO	550.00	2:18	1,265.00	22,970.00
05/22/2023	No	Sydney Castillo-Johnson	Mediation - attend mediation	400.00	3:00	1,200.00	24,170.00
05/31/2023	No	Jean Claude Lapuyade	Case Management - Drafted, Revised and Edited Stip to Continue Status Conference and trial	550.00	1:30	825.00	24,995.00
06/02/2023	No	Jean Claude Lapuyade	Case Management - Drafted, Revised and Edited Stip to Continue	550.00	1:00	550.00	25,545.00
06/12/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Stip to Vacate Dates	550.00	0:18	165.00	25,710.00
06/22/2023	No	Sydney Castillo-	File maintenance	350.00	0:15	87.50	25,797.50

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Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Johnson					
07/11/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from CO Counsel Re Discovery Plan	550.00	0:54	495.00	26,292.50
07/14/2023	No	Jean Claude Lapuyade	Mediation - Emails to/from Mediator Re Mediation Follow-up	550.00	0:24	220.00	26,512.50
07/21/2023	No	Jean Claude Lapuyade	Mediation - Emails to/from Mediator Re Negotiaiotn	550.00	0:18	165.00	26,677.50
07/31/2023	No	Jean Claude Lapuyade	Mediation - Emails to/from Mediator Re Mediation Discussions	550.00	0:30	275.00	26,952.50
08/01/2023	No	Jean Claude Lapuyade	Discovery - R&R SI (Set 2), RFP (Set 1), RFA (Set 1)	550.00	3:00	1,650.00	28,602.50
08/23/2023	No	Sydney Castillo-Johnson	Case management - draft and revise client update email	400.00	0:18	120.00	28,722.50
08/30/2023	No	Sydney Castillo-Johnson	Email re settlement negotiations	400.00	0:12	80.00	28,802.50
08/31/2023	No	Sydney Castillo-Johnson	Settlement - emails re negotiations	400.00	0:24	160.00	28,962.50
09/06/2023	No	Jean Claude Lapuyade	Mediation - Emails to/from Mediator	550.00	0:24	220.00	29,182.50
09/15/2023	No	Sydney Castillo-Johnson	Settlement - draft MOU	400.00	0:48	320.00	29,502.50
10/02/2023	No	Sydney Castillo-Johnson	Settlement - draft and revise SAR	400.00	3:24	1,360.00	30,862.50
10/05/2023	No	Jean Claude Lapuyade	Settlement - Drafted, Revised and Edited MOU and Emails Re the Same	550.00	1:24	770.00	31,632.50
10/09/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	550.00	0:24	220.00	31,852.50
10/30/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:30	275.00	32,127.50
11/15/2023	No	Sydney Castillo-Johnson	Settlement - review and revise MOU and emails re MOU	400.00	1:24	560.00	32,687.50
11/20/2023	No	Sydney Castillo-Johnson	Settlement - emails re long form	400.00	0:12	80.00	32,767.50
11/27/2023	No	Perssia Razma	law and motion- legal research re SAR	350.00	1:00	350.00	33,117.50
11/27/2023	No	Perssia Razma	Law and motion- drafting SAR and admin notice	350.00	4:00	1,400.00	34,517.50
11/29/2023	No	Perssia Razma	case management- email to OC re SAR draft	350.00	0:30	175.00	34,692.50

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Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
11/29/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:24	220.00	34,912.50
12/06/2023	No	Monnett DeLaTorre	Settlement - Emails to/from OC Re SAR	500.00	0:18	150.00	35,062.50
12/06/2023	No	Sydney Castillo-Johnson	Settlement - follow up on SAR	400.00	0:06	40.00	35,102.50
12/08/2023	No	Sydney Castillo-Johnson	Settlement - follow up on SAR	400.00	0:06	40.00	35,142.50
12/15/2023	No	Sydney Castillo-Johnson	Settlement - review OC revisions to SAR and add'l revisions	400.00	0:36	240.00	35,382.50
12/18/2023	No	Sydney Castillo-Johnson	Legal Research - settlement approval standards	400.00	1:18	520.00	35,902.50
12/19/2023	No	Sydney Castillo-Johnson	Law and Motion - draft motion for settlement approval	400.00	4:30	1,800.00	37,702.50
12/21/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from Expert Re Data Analysis	550.00	1:00	550.00	38,252.50
12/22/2023	No	Jean Claude Lapuyade	Settlement - R&R SAR with Defense Edits	550.00	1:12	660.00	38,912.50
12/27/2023	No	Perssia Razma	law and motion- reviewed oc's changes to SAR draft	350.00	0:30	175.00	39,087.50
12/27/2023	No	Perssia Razma	case management- emails to/from oc re SAR revisions	350.00	0:30	175.00	39,262.50
12/28/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:18	165.00	39,427.50
12/28/2023	No	Sydney Castillo-Johnson	Settlement - emails re SAR signatures	400.00	0:12	80.00	39,507.50
Total for Villalazo v. SK Market (002-242)					79:49	\$39,507.50	

EXHIBIT 5

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
Villalazo v. SK Market (002-242)						
10/29/2021	Expense		One Legal LLC	One Legal Order Number: 17150416 - Filing Fee Re: Complaint, Civil Case Cover Sheet	1,494.01	1,494.01
10/31/2021	Journal Entry	Oct 2021 Postage		Copies for Oct 2021	0.10	1,494.11
11/15/2021	Journal Entry	Sept 2022 Postage		Postage for Sep 2021	7.33	1,501.44
11/15/2021	Expense		One Legal LLC	One Legal Order Number: 17224631 - Filing Fee Re: Proof of Service by Substituted Service	16.68	1,518.12
11/15/2021	Expense		One Legal LLC	One Legal Order Number: 17229387 - Filing Fee Re: Proof of Service by Substituted Service	16.68	1,534.80
11/30/2021	Journal Entry	Nov 2021 Postage		Copies for Nov 2021	1.50	1,536.30
12/01/2021	Expense		One Legal LLC	One Legal Order Number: 17307145 - Filing Fee Re: Declaration re: Due Diligence	16.68	1,552.98
12/31/2021	Journal Entry	Dec 2021 Postage		Postage for Dec 2021	2.51	1,555.49
12/31/2021	Journal Entry	Dec 2021 Postage		Copies for Dec 2021	4.70	1,560.19
02/28/2022	Journal Entry	Feb 2022 Postage		Copies for Feb 2022	1.30	1,561.49
03/31/2022	Journal Entry	Mar 2022 Postage		Postage for Mar 2022	1.66	1,563.15
03/31/2022	Journal Entry	Mar 2022 Postage		Copies for Mar 2022	0.80	1,563.95
04/30/2022	Journal Entry	April 2022 Postage		Postage for April 2022	0.73	1,564.68
04/30/2022	Journal Entry	April 2022 Postage		Copies for April 2022	0.70	1,565.38
05/31/2022	Journal Entry	May 2022 Postage		Postage for May 2022	0.53	1,565.91
05/31/2022	Journal Entry	May 2022 Postage		Copies for May 2022	1.35	1,567.26
06/30/2022	Journal Entry	June 2022 Postage		Postage for June 2022	1.06	1,568.32
06/30/2022	Journal Entry	June 2022 Postage		Copies for June 2022	2.50	1,570.82
07/31/2022	Journal Entry	July 2022 Postage		Copies for July 2022	2.40	1,573.22
07/31/2022	Journal Entry	July 2022 Postage		Postage for July 2022	1.38	1,574.60
02/28/2023	Journal Entry	Feb 2023 Postage		Copies for February 2023	0.20	1,574.80
03/06/2023	Check	3174	JAMS	Invoice - 1210039134- Rep#4	0.00	1,574.80
03/31/2023	Journal Entry	Mar 2023 Postage		Copies for March 2023	0.20	1,575.00
03/31/2023	Journal Entry	Mar 2023 Postage		Postage for March 2023	0.60	1,575.60
04/20/2023	Check	3229	JAMS	Invoice - 6523606	4,000.00	5,575.60

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
04/30/2023	Journal Entry	April 2023 Postage		Postage for April 2023	1.20	5,576.80
04/30/2023	Journal Entry	April 2023 Postage		Copies for April 2023	0.70	5,577.50
05/30/2023	Check	3279	Berger Consulting Group	Inv. 8607	1,212.50	6,790.00
05/31/2023	Journal Entry	May 2023 Postage		Copies for May 2023	0.70	6,790.70
05/31/2023	Journal Entry	May 2023 Postage		Postage for May 2023	1.20	6,791.90
06/30/2023	Journal Entry	June 2023 Postage		Copies for June 2023	0.10	6,792.00
06/30/2023	Journal Entry	June 2023 Postage		Postage for June 2023	1.68	6,793.68
09/30/2023	Journal Entry	Sept. 2023 Postage		Copies for September 2023	9.10	6,802.78
09/30/2023	Journal Entry	Sept. 2023 Postage		Postage for September 2023	4.86	6,807.64
10/06/2023	Expense		LA Court E-File		61.65	6,869.29
10/31/2023	Journal Entry	Oct. 2023 Postage		Copies for October 2023	0.80	6,870.09
10/31/2023	Journal Entry	Oct. 2023 Postage		Postage for October 2023	0.63	6,870.72
10/31/2023	Expense		One Legal LLC	One Legal Order Number: 21535299 - Filing Fee Re: Notice of Settlement, Proof of Service	17.66	6,888.38
11/30/2023	Journal Entry	Nov. 2023 Postage		Postage for November 2023	0.63	6,889.01
11/30/2023	Journal Entry	Nov. 2023 Postage		Copies for November 2023	0.10	6,889.11
Total for Villalazo v. SK Market (002-242)					\$6,889.11	
TOTAL					\$6,889.11	

EXHIBIT 6

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

FIRM RESUME

Areas of Practice: Employee Class Actions, Wage and Hour Class Actions, Civil Litigation, and Unlawful Housing Practices.

ATTORNEY BIOGRAPHIES

Jean-Claude Lapuyade, Esq.
California Bar Number 248676
Founding Partner

Biography:

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of \$200 million in monetary awards for his clients.

Mr. Lapuyade served as co-editor of the Insurance Column for Consumer Attorneys of San Diego from 2011 to 2014. As editor, Mr. Lapuyade was responsible for publishing monthly articles in the Trial Bar News periodical analyzing complex insurance coverage issues. Mr. Lapuyade is a four-time recipient of the Super Lawyers Rising Star by Thomson Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to 5 percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California
- U.S. District Court Central District of California
- U.S. District Court Eastern District of California
- U.S. District Court Northern District of California

Professional Associations:

- California Employment Lawyers Association, 2007 to Present
- Consumer Attorneys of San Diego, 2007 to 2020
- American Bar Association, Section of Litigation, Member, 2007 to 2020
- American Bar Association, Labor & Employment Section, Member, 2007 to 2020
- American Bar Association, Tort, Trial & Insurance Section, Member, 2007 to 2020
- California Bar Association, Labor & Employment Section, Member, 2007 to Present
- California Bar Association, Litigation Section, Member, 2007 to Present

Education:

- **California Western School of Law**
 - J.D. - 2006
 - Honors: Deans Merit Scholarship, California Western School of Law 2005 - 2006
- **University of Arizona**
 - B.A. - 2001
 - Major: History

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2015 - 2018
- 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

- *Ware v. Shake Shack Enterprises, LLC*, Alameda Superior Court Case No. 21CV002063 (October 19, 2023) Hon. Brad Seligman approved a \$1,330,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Trinh v. Precision Metal Products, Inc., et al.*, San Diego Superior Court Case No. 37-2022-00000965-CU-OE-CTL (October 16, 2023) Hon. Matthew C. Braner approved a \$450,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off the clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Anderson v. Barton Myers Associates, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV43314 (October 12, 2023) Hon. Elihu M. Berl approved a \$900,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *DeSanctis v. Douglas Products and Packaging Company, LLC*, Contra Costa Superior Court Case No. C21-01874 (October 11, 2023) Hon. Charles S. Treat approved a \$372,500.00 class action and PAGA action settlement for, *inter alia*, failure to pay for all hours worked. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Jackson v. White Fir, LLC, et al.*, Sacramento Superior Court Case No. 34-2021-00301656 (October 6, 2023) Hon. Lauri A. Damrell approved a \$750,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Kneisly v. SR Machining, Inc., et al.*, Riverside Superior Court Case No. CVRI2201491 (October 5, 2023) Hon. Harold W. Hopp approved a \$220,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Mendez v. Bondz, Inc., et al.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0007486 (September 14, 2023) Hon. George J. Abdallah, Jr. approved a \$180,000.00 class action and PAGA action settlement for, *inter alia*, failure to comply with piece-rate laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Baray v. Curation Foods, Inc., et al.*, Santa Barbara Superior Court Case No. 21CV02834 (August 29, 2023) Hon. James F. Rigali approved a \$495,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez, et al. v. Ferma Greenbox, Inc., et al.*, Alameda Superior Court Case No. RG21101104 (August 23, 2023) Hon. Evelio Grillo approved a \$200,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *O'Quinn v. Laugh Factory, Inc.*, Los Angeles Superior Court Case No. 19STCV28155 (August 1, 2023) Hon. Carolyn B. Kuhl approved a \$144,000.00 class action and PAGA action settlement for, *inter alia*, unlawful tip pooling. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Toler v. Total Testing Solutions, LLC*, Los Angeles Superior Court Case No. 21STCV38452 (July 27, 2023) Hon. Elihu M. Berle approved a \$160,000.00 class action and PAGA action settlement for meal and

rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.

- *Rodriguez v. EAH, Inc.*, Santa Cruz Superior Court Case No. 21CV00884 (July 25, 2023) Hon. Marjorie Carter approved a \$1,450,000.00 class action and PAGA action settlement for, *inter alia*, failure to compensate overtime and redeemed sick pay at the regular rate of pay. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Neutall v. Urban Alchemy*, San Francisco Superior Court Case No. CGC-20-588622 (July 13, 2023) Hon. Richard B. Ulmer approved a \$980,000.00 class action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel.
- *Rodriguez v. RM Parks Place, Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2021-6050 (June 7, 2023) Hon. Erin Guy Castillo approved a \$175,000.00 class action and PAGA action settlement for, *inter alia*, wage statement violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Chrestensen v. Northeastern Rural Health Clinics* Lassen, Superior Court Case No. 63703 (April 13, 2023) Hon. Leonard J. La Casse approved a \$270,000.00 class action and PAGA action settlement for, *inter alia*, unpaid overtime wages. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Hernandez, et al. v. Parenting Network, Inc.*, Tulare Superior Court Case No. VCU287027 (March 14, 2023) Hon. Bret Hilman approved a \$225,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Sarmiento v. Caduceus Healthcare Inc.*, San Diego Superior Court Case No. 37-2021-00002597 (March 10, 2023) Hon. Richard S. Whitney approved a \$315,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a \$300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.*, Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a \$585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.*, Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a \$250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC*, San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a \$160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement

for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.

- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.
- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)

- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)
- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);
- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);