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Attorneys for Plaintiff Teresa Alexander, on behalf of herself and all “aggrieved employees” pursuant to Labor Code § 2698 *et seq.*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

TERESA ALEXANDER, on behalf of
herself and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*,

Plaintiffs,

v.

CAREER SYSTEMS DEVELOPMENT
CORPORATION, a Delaware Corporation
and DOES 1 through 10, inclusive,

Defendants.

Case No. 34-2020-00278027

Assigned to the Hon. Richard K. Sueyoshi, Dept. 53

**DECLARATION OF DANIEL F. GAINES IN
SUPPORT OF MOTION FOR AN ORDER
APPROVING SETTLEMENT OF CLAIMS
BROUGHT PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004,
AWARDING ATTORNEYS’ FEES, COSTS,
GENERAL RELEASE PAYMENTS, AND
REIMBURSEMENT OF SETTLEMENT
ADMINISTRATION EXPENSES, AND
ENTERING JUDGMENT**

Date: September 28, 2022

Time: 1:30 p.m.

Dept.: 53

Reservation No.: 2661792

Complaint Filed: May 6, 2020

1 I, DANIEL F. GAINES, hereby declare and state as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of California. I am
3 a shareholder of Gaines & Gaines, APLC, counsel for Plaintiff Teresa Alexander ("Plaintiff") in
4 this action. I have personal knowledge of the facts set forth herein and if called as a witness to
5 testify to them, I could and would do so competently.

6 **Counsel's Experience and Recommendation:**

7 2. I obtained my BS degree from the University California at Berkeley in 2003. I
8 majored in Business Administration at the Haas School of Business.

9 3. Thereafter, I attended the University of Virginia School of Law. At Virginia, I was
10 a member of the editorial board of the Virginia Tax Review. I was also the recipient of the Lacy
11 Armour Scholarship, awarded to recognize academic excellence. At Virginia, I focused my studies
12 on tax and real estate. I earned my JD and became a member of the California Bar in 2007.

13 4. Since becoming a member of the Bar, and until his recent retirement, I practiced law
14 with my father, Kenneth, at Gaines & Gaines, APLC. Our practice specializes in litigation, with
15 an emphasis in employment disputes like this one. Over 95% of my practice is devoted to complex
16 employment litigation similar to the instant action.

17 5. My firm has represented employees in complex employment matters such as this
18 one, with an emphasis in wage and hour issues. I have participated in and have been certified as
19 Court-approved class and representative counsel in hundreds of class and representative action
20 matters since my admission to the Bar. Attached hereto as **Exhibit A** is a true and correct list of
21 the cases in which I have represented employees in wage and hour matters been appointed as class
22 and representative counsel.

23 **Background and Procedural History**

24 6. Defendant Career Systems Development Corporation ("Defendant") operates
25 several "Job Corps Centers" across the United States, including in Sacramento County, California.

26 7. Plaintiff Alexander was employed by Defendant from September 2018 through
27 September 2019 as an allegedly misclassified overtime-exempt employee in Sacramento,
28 California.

1 8. Plaintiff Alexander asserts claims that Defendant failed to pay all wages due by
2 misclassifying Plaintiff and certain Aggrieved Employees as overtime exempt, in violation of Labor
3 Code §§ 510, 558 and 1194; failed to pay premium wages to Plaintiff and Aggrieved Employees
4 who were denied meal periods, in violation of Labor Code §§ 226.7, 512, 558, and 1197 and IWC
5 Wage Order 4-2001; failed to pay premium wages to Plaintiff and Aggrieved Employees who were
6 denied rest periods, in violation of Labor Code §§ 226.7 and 558 and IWC Wage Order 4-2001;
7 failed to reimburse all business-related expenses to Plaintiff and Aggrieved Employees, in violation
8 of Labor Code § 2802; failed to provide Plaintiff and Aggrieved Employees with wage statements
9 that fully and accurately itemized the requirements set forth in Labor Code § 226(a); and failed to
10 timely pay Plaintiff and certain Aggrieved Employees all wages due at the separation of their
11 employment based on the time frames required by Labor Code §§ 201 and 202. Plaintiff asserts
12 these claims under PAGA, seeking civil penalties for the alleged Labor Code violations.

13 9. On January 28, 2020, Plaintiff Alexander complied with the administrative
14 prerequisites set forth in the PAGA by sending a letter by online submission to the Labor and
15 Workforce Development Agency (“LWDA”) and by certified mail to Defendant outlining the facts
16 and theories underlying her claims. A true and correct copy of the January 28, 2020 LWDA letter
17 is attached hereto as **Exhibit B**.

18 10. After the LWDA declined to investigate her allegations, Plaintiff Alexander filed a
19 Representative Action Complaint on May 6, 2020. On or about July 22, 2020, Defendant filed its
20 Answer to Plaintiff Alexander’s complaint.

21 **Compliance with Procedural Requirements of PAGA:**

22 11. Plaintiff Alexander submitted the Settlement Agreement, together with this Motion
23 and all supporting documents, to the LWDA via online upload on July 26, 2022, concurrently with
24 the filing of this Motion. Service of the LWDA is reflected on the Declaration of Service submitted
25 herewith.

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1 **Counsel's Diligence In Advance of, and In Connection With, Settlement Negotiations:**

2 12. My office engaged in formal and informal discovery of Defendant's alleged Labor
3 Code violations, which specifically targeted evaluating the strength and value of the PAGA claims
4 in preparation for a resolution of this Action.

5 13. My office obtained and reviewed multiple documents, including (i) Plaintiff
6 Alexander's employee files and wage statements, (ii) policy documents relating to the employment
7 of Plaintiffs and other Aggrieved Employees, and (iii) data relating to the number of alleged
8 violations and the value of the recoverable penalties.

9 14. Based on the information received, as well as through discussions with Defendant's
10 Counsel, my colleagues and I were able to (i) determine the total number of distinct individuals
11 falling within the definition of "Aggrieved Employee" for the relevant statutory period, and (ii)
12 construct a damage model that calculated the maximum realistic amount of PAGA penalties that
13 could be levied against Defendant within the Settlement Period. Defendant, however, disputed
14 Plaintiffs' claims and disputed both the existence of and extent of liability as alleged by Plaintiffs.

15 15. Based on our experience in litigating similar representative wage and hour claims,
16 the degree of investigation that was conducted and the amount of data that was obtained was
17 sufficient to determine the potential value of the PAGA claim, and to evaluate the strength of this
18 claim for purposes of settlement.

19 16. On April 19, 2022, the Parties participated in a mediation session with respected
20 mediator Louis Marlin, Esq. During the mediation, the parties engaged in arm's-length negotiations
21 but reached an impasse. At the conclusion of the mediation, Mr. Marlin successfully brought the
22 Parties to agree on a resolution of the PAGA claims asserted in the two actions.

23 **Analysis of Claims For Settlement:**

24 17. This settlement addresses alleged violations of important employee protections
25 embodied in the California Labor Code – namely, that Defendant allegedly failed to pay all wages
26 due by misclassifying Plaintiff Alexander and certain Aggrieved Employees as overtime exempt
27 (Labor Code §§ 510, 558, and 1194); failed to provide legally compliant meal and rest periods, or
28

1 compensation in lieu thereof (Labor Code §§ 226.7, 512, 558, and 1197); failed to reimburse all
2 business-related expenses (Labor Code § 2802); failed to accurate and complete wage statements
3 (Labor Code § 226(a)); and failed to pay all wages due and owing upon separation of employment
4 (Labor Code §§ 201-202).

5 18. Defendant contends it acted within the requirements of California law at all times
6 as to all Aggrieved Employees. It further contends that not every pay period at issue involved an
7 alleged Labor Code violation subject to civil penalties. Moreover, it maintained that even if the
8 Court did award penalties, the Court could and would substantially reduce the penalties awarded
9 based on the discretionary factors contained in Labor Code § 2699(e)(2). Defendant also argued
10 that it had a valid and enforceable arbitration agreement, which could preclude the litigation of
11 PAGA claims on a representative basis altogether, given the United States Supreme Court's ruling
12 in *Viking River Cruises v. Moriana*, 142 S.Ct. 734 (2022).

13 19. Based on these disputes, which had the potential to completely eliminate Plaintiffs'
14 recovery, the range of realistic "litigation outcomes" on the Plaintiffs' PAGA claim was defined
15 by a "maximum possible liability" amount of approximately \$4,259,700 based on 42,597 aggregate
16 pay periods in the Settlement Period, without stacking claims, at \$100 per violation, and a net-zero
17 recovery based on the defenses asserted by Defendant.

18 20. Notwithstanding the existence of such issues, the Settlement achieves a significant
19 benefit. As such, this factor weighs very heavily in favor of resolution by way of the compromise
20 set forth in the Settlement.

21 **Settlement Terms:**

22 21. The Parties jointly prepared and executed the Settlement Agreement. A true and
23 correct copy of the Settlement Agreement is attached hereto as **Exhibit C**. The Settlement
24 Agreement sets forth the terms of the Settlement reached by the Parties, including the following
25 key points:
26
27
28

22. All Aggrieved Employees will receive a pro rata share of the \$169,831.50, which shall be distributed based on the number of Pay Periods each Aggrieved Employee worked for Defendant in California during the Settlement Period.

23. Although these calculations will not be made until after approval, a rough estimation of the value to the 1,265 individuals falling within the definition of “Aggrieved Employee” may be gleaned from the fact that an equal division would provide about \$134.25 to each Aggrieved Employee, net of payments to the LWDA, to the Settlement Administrator, attorney’s fees and costs. The LWDA will be paid a massive \$509,494.50.

24. Settlement administration, which is to be paid from the Settlement Sum, will not exceed \$10,000. Phoenix Class Action Administration Solutions, a reputable settlement administration company, has agreed to administer the settlement within this amount, submitting a competitive bid.

25. Based on my experience as noted above, the Settlement represents a substantial recovery in light of the claims alleged, the risk of prevailing on the merits of the claims, the risk the Court would apply its discretion to award less than the maximum potential penalty award, the narrow scope of the release (only PAGA claims premised on specified Labor Code violations), and the substantial payment to be made to the LWDA, which will be paid 75% of the net recovery of civil penalties. Considering these factors, Plaintiffs have obtained a solid result which is by any measure fair and reasonable, thereby warranting approval by the Court.

Attorneys' Fees:

26. The results achieved by my office are significant, as Defendant has agreed to pay \$1,150,000 (adjusted, based on the escalator provision in paragraph 17(b) of the Settlement Agreement to \$1,196,805) pursuant to the Settlement. This is a significant recovery given the risk of success in obtaining any recoverable penalties.

27. Such results were achieved in the face of significant risks. Defendant maintained defenses to Plaintiffs' PAGA claims that very well could have resulted in a net-zero recovery at trial.

28. Notwithstanding this risk of loss, my office undertook representation of the instant PAGA claim for the benefit of the State of California on a contingency basis. This not only required my office to personally assume the risk of nonpayment in securing the very substantial financial benefit the State of California stands to receive, but constitutes a “loan” on my offices’ services – both of which are factors warranting fee enhancement under applicable California Supreme Court authority.

29. Plaintiffs' Counsel's fee request of \$418,881.75 (35% of the Settlement Sum) is fair and reasonable based on a percentage of the recovery. This is also consistent with my offices' experience in similar wage and hour class and representative action matters.

30. Representative action work also requires specialized learning and the willingness to take large risks. My office has extensive experience in representative action litigation, particularly in the employment context, as detailed herein.

31. Furthermore, as described above, the Aggrieved Employees and the State of California reaped significant benefits. The success achieved by the Settlement supports my firm's fee request.

Counsel's Costs:

32. My firm's total costs will be approximately \$9,785.72 and include, among other things, filing fees, mediation fees, expert analysis fees, service of process fees, mailing charges, and other charges typical of litigation of this nature. A true and correct copy of an itemized list of costs incurred by my firm in this action is attached hereto as **Exhibit D**. These costs were reasonably incurred in litigating this matter.

Plaintiffs' General Release Payments:

33. The Parties have agreed that Plaintiffs will be paid general release payments in the amount of \$25,000 each, subject to the approval of the Court. These payments are intended to recognize both the time and effort that Plaintiffs spent on behalf of other Aggrieved Employees and the State as well as in exchange for a general release in favor of Defendant due to Plaintiffs' valuable individual claims to be extinguished.

34. In this case, Plaintiffs performed the following tasks, among others: (1) assisted Counsel in investigating and substantiating the claims alleged in this action, including multiple interviews with counsel to review facts, documents, and Defendant's policies; (2) assisted in the preparation of the complaint in this action; (3) produced evidentiary documents to Counsel; and (4) assisted in the settlement of this litigation.

35. Plaintiffs are also entering into a full general release against Defendant and its Released Parties, which is far broader than the release by other Aggrieved Employees. Specifically, Aggrieved Employees are releasing only limited PAGA civil penalty claims, while Plaintiffs are releasing all claims which each of them asserts or could assert against Defendant. No other Aggrieved Employee is subject to this broad form of release.

36. The value of Plaintiff Alexander's released unpaid wage claims are substantial – far greater than the \$25,000 allocated to her in the Settlement. It represents a substantial compromise of her unpaid wage claims. Plaintiff Alexander alleges that she was improperly classified as overtime exempt and her individual damages exceeds \$53,000. A true and correct copy of the individual damages model for Plaintiff Alexander is attached hereto as **Exhibit E**. My office prepared these models based on Plaintiff Alexander's experiences and we have confidence these are accurate assessments of the value of claims.

37. This broad release by Plaintiffs was negotiated (and necessary) to resolve the Action. Plaintiffs threatened to assert their individual claims and Defendant required that they be resolved in connection with the resolution of the Action. Without the resolution and release of Plaintiffs' individual claims, litigation would continue in a piecemeal fashion. Defendant is buying peace with this settlement, such that its objectives would not be achieved absent the general releases.

I declare, under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this 26th day of July, 2022 at Westlake Village, California.

DANIEL F. GAINES

EXHIBIT A

Adams v. Newell Rubbermaid, USDC – Central District of California (Los Angeles), Case No. EDCV 08-1499 JTM (CTx)

Adams v. Sam's West, Inc., San Bernardino County Superior Court, Case No. CIVDS1403987

Agredano v. GS Brothers, Inc., Los Angeles County Superior Court, Case No. BC445561

Allen v. Toms Sierra Company, Nevada County Superior Court, Case No. CU18-082823

Allen v. Valley Inventory Service, Inc., Solano County Superior Court, Case No. FCS034682

Alvarez v. Pilot Travel Centers, LLC, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-4605

Alonzo v. Camblin Steel Service, Inc., Placer County Superior Court, Case No. SCV0034165

Amenhotep v. Google, Inc., Santa Clara County Superior Court, Case No. 17CV311528

Anaya v. Progressive Logistics Services, LLC, Riverside County Superior Court, Case No. RIC1308270

Andre v. Newell Rubbermaid, Inc., San Bernardino County Superior Court, Case No. CIVVS1200282

Anduha v. ABC Phones of North Carolina, Inc., Stanislaus County Superior Court, Case No. 2022729

Anslow v. Wellington Energy, Inc., USDC – Northern District of California (San Francisco), Case No. CV11-1596-JCS

Aranda, et al. v. Universal Lumpers of California, Inc., San Joaquin County Superior Court, Case No. STK-UOE-2017-7826

Armendariz v. Integrated Pain Management Medical Group, Inc., Kern County Superior Court, Case No. BCV-19-100267-SDS

Barrow, et al. v. Desmond Foods, L.P., Sacramento County Superior Court, Case No. 34-2015-00187227

Batmanghelich v. Sirius XM Radio Inc., USDC – Central District of California (Los Angeles), Case No. CV 09-9190 VBF (JCx)

Bosser v. Hooked on Solar, Yolo County Superior Court, Case No. CVCV-2016-876

Bourland v. Horizon Personnel Services, Inc., Sacramento County Superior Court, Case No. 34-2014-00161365-CU-OE-GDS

Bowen v. IMI Material Handling Logistics, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-0000192

Branson v. Mladen Buntich Construction, San Bernardino County Superior Court, Case No. CIVDS1609129

Brandt v. Sacramento Auto Insurance Center, Inc., San Joaquin County Superior Court, Case No. 39-2009-00202938-CU-OE-STK

Brown v. 22nd District Agricultural Association, United States District Court, Southern District of California, Case No. 15-cv-2578-DHB

Brown v. Sierra Central Credit Union, Sutter County Superior Court, Case No. CVCS18-0002161

Burgess v. Blue Cross and Blue Shield of South Carolina, San Joaquin County Superior Court, Case No. 39-2012-00277449-CU-BT-STK

Burgess v. Strategic Retail Solutions, LLC, Los Angeles County Superior Court, Case No. BC413791

Calhoun v. Celadon Trucking Services, Inc., USDC – Central District of California (Los Angeles), Case No. 5:16-cv-01351-PSG-FFM

Caporicci v. Owens & Minor Distribution, Inc., San Joaquin County Superior Court, Case No. 39-2013-00295662-CU-OE-STK

Carl v. Advanced Call Center Technologies, LLC, Sacramento County Superior Court, Case No. 34-2013-00148310

Carlisle, et al. v. Professional Technical Security Services, Inc., Case No. CGC18569791

Carrete v. Gamestop, Inc., Imperial County Superior Court, Case No. ECU08501

Carrillo v. Bimbo Bakeries, Inc., San Bernardino County Superior Court, Case No. CIVDS1606813

Caudillo v. Aegis Treatment Centers, LLC, Merced County Superior Court, Case No. 18CV-0744

Cerami v. Metlife, Inc., USDC – Central District of California (Orange County), Case No. 11-CV-00681-CJC (MLGx)

Charles v. Aaron's Inc., Los Angeles County Superior Court, Case No. BC431468

Charles v. Nursefinders, LLC, Imperial County Superior Court, Case No. ECU07422

Cheifer v. JetBlue Airways Corporation, Los Angeles County Superior Court, Case No. BC451887

Cheifer, et al. v. WHGM, Inc., Los Angeles County Superior Court, Case No. LC104900

Chong, et al. v. Crescent Northwoods Inn, Inc., Del Norte County Superior Court, Case No. CVUJ-2018-1133

Church v. GameStop, Inc., et. al., USDC – Central District of California (Los Angeles), Case No. 11-CV-00132-VAP-RZ

Clothier v. Spar Marketing Services, Inc., Alameda County Superior Court, Case No: RG12-639317

Coleman v. Wireless Lifestyle, Inc., USDC – Western District of Missouri, Case No. 4:12-cv-00855-ODS

Colombo-Beyeler, et al. v. Viking River Cruises, Inc., San Bernardino County Superior Court, Case No. CIVDS1611608

Conlee v. Clark Pacific Corporation, Yolo County Superior Court, Case No. CV14-1409

Contreras v. Osmose Utilities Services, Inc., San Bernardino County Superior Court, Case No. CIVDS1513998

Contreras v. West American Service Corporation, Kings County Superior Court, Case No. 14C0280

Corona v. Yosemite Meat & Locker Service, Inc., Stanislaus County Superior Court, Case No. 2006828

Cortellessa v. Dotnext, Inc., Alameda County Superior Court, Case No. RG09429971

County v. Ingram Mirco, Inc., San Bernardino Superior Court, Case No. CIVRS 1304445

Covarrubias, et al. v. Petersendean Builder Group, Inc., Kern County Superior Court, Case No. BCV-16-101122

Cowen, et al. v. Evergreen Alliance Golf Limited, L.P., d/b/a Arcis Golf, San Bernardino County Superior Court, Case No. CIVDS1719283

Cruz-Garcia v. Lemonade Restaurant Group, LLC, Los Angeles County Superior Court, Case No. BC478205

Cunningham v. Performance Contracting, Inc., Contra Costa County Superior Court, Case No. C16-02157

Dabney v. Coneybeare, LLC, et al., Orange County Superior Court, Case No. 30-2018-00999989-CU-OE-CXC

Dabney, et al. v. Panera, LLC., San Bernardino County Superior Court, Case No. CIVDS1516030

Diaz, et al. v. Seaworld Entertainment, Inc., Imperial County Superior Court, Case No. ECU10046

Diggs v. Western Waterproofing Company, Inc., San Francisco County Superior Court, Case No. CGC-14-539281

Dismuke v. Rhodes Retail Services, Inc., Sacramento County Superior Court, Case No. 34-2011-00105001

Dorsette v. TA Operating, LLC, USDC – Central District of California (Los Angeles), Case No. EDCV 09-1350 PA (RZx)

Duran v. The Image of California, Inc., Kern County Superior Court, Case No. S-1500-CV-284056 DRL

Edwards v. Trans World Entertainment Corp., San Diego County Superior Court, Case No. 37-2010-00095123-CU-OE CTL

Esakhani v. Central Valley Gaming, Stanislaus County Superior Court, Case No. 2020667

Escobar v. SMSSI of California, Inc., San Francisco Superior Court, JCCP No. 4776

Espinosa v. Taltech Construction, et al., Los Angeles County Superior Court, Case No. BC590176

Espinosa v. Bodycote Thermal Processing, Inc., Los Angeles County Superior Court, Case No. BC501617

Espinoza v. Pabco Building Products, LLC, Los Angeles County Superior Court, Case No. VC065660

Estrada v. Net Source Communications, Inc., Los Angeles County Superior Court, Case No. BC431169

Estrada v. OS Restaurant Services, LLC, Santa Clara County Superior Court, Case No. 16CV293249

Estupinan v. Global Development Strategies, Inc., Santa Clara County Superior Court, Case No. 110CV178898

Fadhl. v. Siemens Healthcare Diagnostics Inc., Sacramento County Superior Court, Case No. 34-2017-00209518

Fernandez v. The Regents of the University of California, Los Angeles County Superior Court, Case No. BC656256

Ferrer v. Dish Network Corporation, Los Angeles County Superior Court, Case No. BC441354

Findora v. Barry Callebaut USA LLC, Napa County Superior Court, Case No. 19CV000219

Flores v. Cintas Corporation, Los Angeles County Superior Court, Case No. BC400422

Friel v. Midwest Construction Services, Inc., San Joaquin County Superior Court, Case No. 39-2015-00329204-CU-OE-STK

Gagnon v. Banc of California, Contra Costa County Superior Court, Case No. C 15-00196

Galarza v. Bayou Well Services, LLC, Kern County Superior Court, Case No. S-1500-CV-279372 DRL

Galarza v. C & H Testing Service LLC, Kern County Superior Court, Case No. BCV-15-100008 SPC

Garcia v. Old Dominion Freight Line, Inc., San Bernardino County Superior Court, Case No. CIVDS1404636

Geer v. Applied Aerospace Structures Corp., San Joaquin County Superior Court, Case No. 39-2014-00313702-CU-OE-STK

Getz v. California Cinema Investments, Inc., Ventura County Superior Court, Case No. 56-2013-00437706-CU-MC-VTA

Gibbs v. M. Lehmann Enterprises, Orange County Superior Court, Case No. 30-2013-00678538-CU-OE-CXC

Gilles v. Schaefer Ambulance Service Inc., Imperial County Superior Court, Case No. ECU07970

Goldman, et al. v. Defender's, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0009973

Gomez v. Low Desert Empire Pizza, Inc., San Bernardino County Superior Court, Case No. CIVVS900392

Gomez v. Pizza Hut of Southeast Kansas, Inc., San Bernardino County Superior Court, Case No. CIVVS900679

Gonzalez v. Harris Farms, Inc., USDC – Eastern District of California (Fresno), Case No. 1:14-cv-00038-LJO-SAB

Guerrero v. Main Electric Supply Company LLC, Ventura County Superior Court, Case No. 56-2019-00525427-CU-OE-VTA

Gutierrez v. Asset Management Specialists, Inc., Fresno County Superior Court, Case No. 12CECG03577

Gutierrez v. Linkus Enterprises, Inc., Madera County Superior Court, Case No. MCV065774

Gutierrez v. Shiekh, LLC, San Bernardino County Superior Court, Case Nos. CIVRS1206525, CIVRS1303408

Hairston v. Stanislaus Surgical Hospital, Stanislaus County Superior Court, Case No. CV-19-000651

Hindman v. Service Quick, Inc., San Bernardino County Superior Court, Case No. CIVDS1724229

Hogan v. iMobile of CA LLC, San Bernardino County Superior Court, Case No. CIVDS1409263

Hogan v. Wireless Evolution Inc., Riverside County Superior Court, Case No. MCC1300669

Hogan v. Wireless That's It! LLC, Riverside County Superior Court, Case No. RIC1201997

Holmes v. Bottling Group, LLC, Stanislaus County Superior Court, Case No. 2022584

Hooper, et al. v. URS Midwest, Inc., et al., San Bernardino Superior Court, Case No. CIVDS1607489

Humphrey v. Freedomroads, LLC, Shasta County Superior Court, Case No. 178228

Hurtado v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC427672

Hyde v. Dent Wizard International Corporation, Sacramento County Superior Court, Case No. 34-2015-00173882

Ibrihim v. Imperfect Foods, Inc., San Joaquin County Superior Court, Case No. STK-VI-UOE-2019-0000846

Id-deen v. Educational Services of America, Solano County Superior Court, Case No. FCS040803

Isherwood v. Mason Dixon Intermodal, Inc., San Joaquin County Superior Court, Case No. 39-2012-00279891-CU-OC-STK

Jahanbin v. Pacific Mercantile Bank, Orange County Superior Court, Case No. 30-2011-00480705CU-OE-CXC

Jenkins v. Sedgwick Claims Management Services, Inc., Los Angeles Superior Court, Case No. LC101648

Job v. California Security Services, Yuba County Superior Court, Case No. 14-0000820

Johnson v. The Goodyear Tire & Rubber Company, USDC – Northern District of California (San Francisco), Case No. 3:13-cv-01069-MMC

Jolin v. Bay Cities Recovery, Inc., El Dorado County Superior Court, Case No. PC20100458

Jordan v. Sutter Memorial Hospital, Stanislaus County Superior Court, Case No. 2023344

Keebaugh v. Mike Thompson Recreational Vehicles, San Bernardino County Superior Court, Case No. CIV-DS-1500718

Kelly v. Robin's Enviro Vac, Inc., Kern County Superior Court, Case No. S-1500-CV-282277
DRL

King v. Levy Premium Foodservice Limited Partnership, Alameda County Superior Court, Case No. HG15786353

Kunsman v. Punch Bowl Sacramento, LLC, et al., Sacramento County Superior Court, Case No. 34-2018-00243175

LaFear v. Encore Education Corporation, San Bernardino County Superior Court, Case No. CIVDS1802251

Lanzarin v. AWI Management Corporation, Solano County Superior Court, Case No. FCS041809

Lee, et al. v. Foster Dairy Farms, Stanislaus County Superior Court, Case Nos. 2006542, 2015679

Lemus, et al. v. Eastridge Workforce Technology, Inc., San Bernardino County Superior Court, Case No. CIV-DS-1611470

Lewis v. American Casino & Entertainment Properties LLC, San Bernardino County Superior Court, Case No. CIVDS1719094

Lemus v. On Assignment Staffing Services, San Bernardino County Superior Court, Case No. CIV-DS-1600497

Leon v. Piercey West Inc., Los Angeles County Superior Court, Case No. BC656874

Lopez v. Creative Communication Technologies, Inc., Imperial County Superior Court, Case No. ECU07851

Lopez v. Go Green Auto Spa Franchise, Inc., et al., Los Angeles County Superior Court, Case No. BC 562212

Lopez v. Truck Accessories Group, LLC, Yolo County Superior Court, Case No. CV13798

Ludlow v. Prince Telecom, LLC, Stanislaus County Superior Court, Case No. 684239

Luna v. Express Locations, LLC, Imperial County Superior Court, Case No. ECU09779

Macias v. American Tire Distributors, Inc., Kern County Superior Court, Case No. BCV-18-101586

Maldonado v. Hardwood Flooring Liquidators, Inc., Los Angeles County Superior Court, Case No. BC642170

Mansfield v. Cambridge Real Estate Services, Inc., Butte County Superior Court, Case No. 160175

Martinez v. DPI Specialty Foods West, San Joaquin County Superior Court, Case No. 39-2015-00327311-CU-OE-STK

Martinez v. Styles For Less, Inc., San Bernardino County Superior Court, Case No. CIVVS1203057

Mayne v. John Muir Behavioral Health, Contra Costa County Superior Court, Case No. C17-00998

Maze v. Bulldog Freightway, Inc., Imperial County Superior Court, Case No. ECU08716

McCormick v. G & O Body Shop, Inc., El Dorado Superior Court, Case No. PC20130291

McCrary v. Campbell Soup Supply Company, San Joaquin County Superior Court, Case No. 39-2013-00297698-CU-OE-STK

McDaniel v. Vancary, Inc., Tulare County Superior Court, Case No. 268036

Melgar-Farela v. Guardian Compliance, Inc., Los Angeles County Superior Court, Case No. BC481865

Mendiola v. Tyco Electronics Corporation, Riverside County Superior Court, Case No. RIC1400721

Mettler v. Les Schwab Tire Centers of California, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-476

Miller v. California Subshine, Inc., Los Angeles County Superior Court, Case No. BC637754

Miller v. Southwest Airlines Co., USDC – Northern District of California (San Francisco), Case No. 3:12-cv-05978-CRB

Mitchell v. Crossmark, Inc., USDC – Central District of California (Los Angeles), Case No. CV 11-2818-JAK (FMOx)

Moghrabi v. Vitaligent, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-1650

Molina v. Berkshire Hathaway Energy Company, et al., Imperial County Superior Court, Case No. ECU000522

Moore v. Horizon Solar Power, Inc., San Bernardino County Superior Court, Case No. CIVDS1410001

Murray v. Select Media Services, LLC, Los Angeles County Superior Court, Case No. BC424506

Myles v. Central Transport LLC, San Bernardino County Superior Court, Case No. CIVDS1401434

Navarro v. Mariana Packing Co., Inc., Solano County Superior Court, Case No. FCS045935

Nehrlich, et al. v. RPM Mortgage, Inc., Orange County Superior Court, Case No. 30-2013-00666783-CU-OE-CXC

Overton v. Hat World, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:11-CV-01645-LKK-KJN

Perez v. Alcatel-Lucent USA Inc., Imperial County Superior Court, Case No. ECU07977

Perez v. Major Gloves and Safety, Inc., San Bernardino County Superior Court, Case No. CIVDS1710445

Perry v. Cardinal Health 200, LLC, Solano County Superior Court, Case No. FCS035303

Phraxayavong-Briones v. RSM, Inc., Sacramento County Superior Court, Case No. 34-2012-00117524

Pugh v. Wi Spa, LLC, Imperial County Superior Court, Case No. ECU07932

Quist v. Knight Transportation, Inc., San Bernardino Superior Court, Case No. CIVDS 1615414

Quitco v. Aviation Fuel Systems Repair, Inc., San Bernardino Superior Court, Case No. CIVRS1302311

Rambeau v. C.C.M. Corporation, et al., Sacramento County Court, Case No. 34-2018-00244842

Rankins v. Roman Empire Living Skills, Inc., Los Angeles County Superior Court, Case No. BC713399

Rees v. Advantel, Incorporated, Santa Clara County Superior Court, Case No. 16-CV-292219

Renfrow v. Janra Enterprises, Inc., Sacramento County Superior Court, Case No. 3402010-00080471

Reynolds v. Diamond Pet Food Processors of Ripon, San Joaquin County Superior Court, Case No. 39-2014-00310818

Richard v. A-Para Transit Corp., Alameda County Superior Court, Case No. HG17870373

Richardson v. TEC Equipment, Inc., et al., Los Angeles County Superior Court, Case No. VC065536

Robles v. North County Health Project Incorporated, San Diego Superior Court, Case No. 37-2014-00001751-CU-OE-NC

Rodas v. Monetary Management of California, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:14 cv 01389 TLN AC

Rodriguez v. 20/20 Plumbing & Heating, Inc., San Bernardino County Superior Court, Case No. CIVDS1705362

Rodriguez v. Commerce Distribution Company, Los Angeles County Superior Court, Case No. BC656259

Rodriguez v. Valley Oak, San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-7980

Roden v. Service Champions, San Bernardino County Superior Court, Case No. CIVDS1613183

Russell v. Bradshaw International, Imperial County Superior Court, Case No. ECU00853

Rutledge, et al. v. Healthport Technologies, LLC, Alameda County Superior Court, Case No. RG16835813

Sabala v. Econtactlive, Inc., Stanislaus County Superior Court, Case No. 684981

Sabatier v. Picture Perfect Installation, Inc., Riverside County Superior Court, Case No. RIC10004953

Salameh v. Sonomaidence OPCO, LLC, Sonoma County Superior Court, Case No. SVC264228

Salazar v. Tag-3 Medical Investment Group, LLC, Los Angeles County Superior Court, Case No. BC527698

Salbeck v. Ingredion Incorporated, San Joaquin County Superior Court, Case No. STK-UOE-2017-0012622

Sampson v. Healthnet of California Inc., Sacramento County Superior Court, Case No. 34-2015-00183785-CU-OE-GDS

Sanchez v. Don Roberto Jewelers, Inc., Imperial County Superior Court, Case No. ECU06819

Sanders v. Lionakis, Sacramento County Superior Court, Case No. 34-2017-00223601

Santana v. United Staffing Associates, LLC, Tulare County Superior Court, Case No. 249338

Schrader v. Adidas Promotional Retail Operations, Inc., Los Angeles County Superior Court, Case No. BC414168

Sebrell v. Pomeroy IT Solutions, San Bernardino County Superior Court, Case No. CIVDS1721560

Seymour v. Quest Service Group, LLC, Sacramento County Superior Court, Case No. 34-2017-00206917

Silva v. Trical, San Benito County Superior Court, Case No. CU-16-00218

Simler v. Polly's Inc., Riverside County Superior Court, Case No. RIC 1117862

Sipin, Scott v. Salesforce.com, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2019-0004629

Skuro v. BMW of North America, LLC, USDC – Central District of California (Los Angeles), Case No.: CV 10-8672-GW (FFMx)

Smith v. Steelcase, Inc., San Bernardino County Superior Court, Case No. CIVDS1725850

Sohal v. Foster Poultry Farms, Stanislaus County Superior Court, Case No. 2026605

Solomon v. City of Los Angeles, Los Angeles County Superior Court, Case No. BC570345

Solano v. Vozzcom, Inc., Imperial County Superior Court, Case No. ECU09519

Smith, et al. v. Sente Development, Inc., Sacramento County Superior Court, Case No. 34-2016-00196614

Solorzano v. FDS Manufacturing Corporation, Los Angeles County Superior Court, Case No. BC542532

Solowitz v. BakeMark USA LLC, Los Angeles County Superior Court, Case No. BC467838

Spampinato v. Wind & Sea Restaurants, Inc., San Bernardino County Superior Court, Case No. CIVVS1205154

Spitzer, et al. v. FRHI Hotels & Resorts (Canada) Inc., San Bernardino County Superior Court, Case No. C IVDS1712220

Stephens v. C.S., Inc., Riverside County Superior Court, Case No. PSC1301224

Stevenson v. Harvest Management Sub LLC, Ventura County Superior Court, Case No. 56-2011-00397420-CU-OE-SIM

Thompson v. Continental Labor Resources, Inc. d/b/a Continental Labor & Staffing Resources, Kern County Superior Court, Case No. S-1500-CV-278751-DRL

Thompson v. Sidhu Truck Line, Inc., Kern County Superior Court, Case No. BCV-15-101308-DRL

Tigas v. Ajilon Communications, Los Angeles County Superior Court, Case No. BC409737

Torres v. Coastal Employment Inc., Los Angeles County Superior Court, Case No. BC529207

Tran v. CSP Fiber Services, San Bernardino County Superior Court, Case No. CIVDS172758

Tripp v. California Guest Services, Inc., Plumas County Superior Court, Case No. CV16-00036

Valdez v. Diamond Landscaping, Inc., Los Angeles County Superior Court, Case No. BC497097

Valencia v. American Team Managers, Inc., Orange County Superior Court, Case No. 30-2016-00857365-CU-CR-CXC

Van Son v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC494747

Vasquez v. Schurman Fine Papers, San Joaquin County Superior Court, Case No. STK-CV-LMC-2015-10035

Velasquez v. Modesto Ventures, LLC, Sacramento County Superior Court, Case No. 32-2012-00126159

Victoria v. Bali Limousines Inc., San Mateo County Superior Court, Case No. CIV507774

Victorian v. Vision X, Inc., Los Angeles County Superior Court, Case No. BC400333

Wade v. Frito Lay, Kern County Superior Court, Case No. BCV-17-102014

Walls v. E. & J. Gallo, Stanislaus County Superior Court, Case No. 2015874

Warner v. Waterdrops Express Car Wash, LLC, Tulare County Superior Court, Case No. 265708

Waybright v. EAH, Inc., Stanislaus County Superior Court, Case No. 2011677

Weiss v. C.A.R. Enterprises, Inc., Riverside County Superior Court, Case No. RIC1113165

White v. Sally Beauty Supply, LLC, Imperial County Superior Court, Case No. ECU08177

Williams v. Dennis Dillon RV, LLC, San Bernardino County Superior Court, Case No. CIVDS 16006879

Williams v. Closet World, Inc., Los Angeles County Superior Court, Case No. BC400178

Williams v. Progress Rail Services Corporation, Kern County Superior Court, Case No. S-1500-CV-280236 DRL

Wing v. Three Group, Inc., Los Angeles County Superior Court, Case No. BC643883

Wilson v. ALSCO, Inc., Imperial County Superior Court, Case No. ECU07406

Wilson v. Michael C. Stead, Inc., Contra Costa Superior Court, Case No. C1400135

Winningham v. Storer Transportation Service, San Joaquin County Superior Court, Case No. 39-2015-00324708-CU-STK

Woody v. WBN Home Design, San Bernardino County Superior Court, Case No. CIVDS1613367

Woods, et al. v. F&B Innovations, LLC, San Bernardino County Superior Court, Case No. CIVDS1717765

Woodyard v. Bellus ALC Acquisition, LLC, USDC – Central District of California (Los Angeles), Case No. 2:13-cv-05285 SJO AGRx

Wright v. Social Vocational Services, Inc., Kern County Superior Court, Case No. BCV-15-101264

Ybarra v. New Legend, Inc., Sutter County Superior Court, Case No. CVCS-16-2097

Zaragoza v. Center Automotive, Inc., Los Angeles Superior Court, Case No. BC505194

EXHIBIT B

GAINES & GAINES

A PROFESSIONAL LAW CORPORATION

WWW.GAINESLAWFIRM.COM

27200 AGOURA ROAD, SUITE 101

CALABASAS, CALIFORNIA 91301

PHONE (818) 703-8985

FAX (818) 703-8984

January 28, 2020

Via Certified Mail

Labor & Workforce Development Agency
By electronic submission

Career Systems Development Corporation
75 Thruway Park Drive, Suite 100
West Henrietta, NY 14586

Defendant mailed certified # 70190700000201195420

Agent for Service of Process for
C T Corporation System
28 Liberty Street
New York, NY 10005

Agent mailed certified # 70190700000201195437

Re: ***Labor Code Violations of Career Systems Development Corporation
Compliance Letter of California Labor Code § 2698
Private Attorneys General Act***

Dear LWDA:

This office represents Teresa Alexander, a former California employee of Career Systems Development Corporation ("Defendant"). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and all California employees ("Aggrieved Employees").

During her employment by Defendant, Ms. Alexander held the job title of "career development specialist" and was paid a salary. Our client claims that Defendant misclassified certain employees as overtime exempt employees; because, based on their job duties, they did not fall within any overtime exemptions. Our client and certain other Aggrieved Employees were not paid a salary of at least twice the minimum wage; their primary job duties did not consist of administrative, executive, or professional tasks; and, they did not exercise independent judgment in their job duties. As a result of their misclassification, when our client and certain other Aggrieved Employees worked in excess of eight (8) hours in a workday or in excess of forty (40) hours in a workweek, they were not paid proper overtime wages of one-and-one-half times the regular rate

of pay, nor were they paid twice the regular rate of pay for all hours worked in excess of twelve (12) in a workday or eight hours on any seventh day of a workweek. These failures to pay all wages due constitute violations of Labor Code §§ 510, 558 and 1194.

Furthermore, as discussed in detail below, because Defendant failed to provide paid, off-duty rest periods, our client and Aggrieved Employees were not paid all minimum wages due for each unpaid rest period, in violation of Labor Code §§ 510, 558 and 1194.

Defendant failed to pay premium wages to our client and Aggrieved Employees who were denied meal periods, in violation of Labor Code §§ 226.7, 512, 558 and IWC Wage Order 4-2001. Our client and Aggrieved Employees were routinely denied, and not authorized to take, a timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours in duration, or a second timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours in duration, but were not paid premium wages of one hour's pay for each missed first or second meal period. When they were able to take a meal period, they were not permitted to leave the work premises. This violates Labor Code §§ 226.7, 512, 558 and IWC Wage Order 4-2001. Moreover, Defendant also failed to maintain proper meal period records as it did not require or permit its employees to record their meal periods. This violates Labor Code §§ 226.7, 512, 558 and 1197 and IWC Wage Order 4-2001.

Defendant failed to pay premium wages to our client and Aggrieved Employees who were denied proper rest periods, in violation of Labor Code §§ 226.7 and 558 and IWC Wage Order 4-2001. Our client and Aggrieved Employees were routinely not authorized and unable to take an off-duty, 10-minute rest periods. Moreover, due to the busy nature of their jobs, they were unable to take rest periods and were not authorized to take them. When they were able to take their rest periods, they were not permitted to leave the work premises, in violation of Labor Code §§ 226.7 and 558 and IWC Wage Order 4-2001.

Our client further alleges that Defendant failed to reimburse all business-related expenses to her and other Aggrieved Employees, in violation of Labor Code § 2802. Our client and Aggrieved Employees were required to use their personal cellular phones to perform their work tasks for Defendant, but were not fully reimbursed by Defendant for these expenses. This practice violates Labor Code § 2802.

Our client further alleges that Defendant failed to issue her and Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a). Our client and Aggrieved Employees were not paid all wages due, including premium wages for missed and denied meal and rest periods and all minimum, overtime and double-time wages due, as stated above. As such, the wage statements issued by Defendant failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate, in violation of Labor Code § 226(a)(9). The wage statements also fail to list

Labor & Workforce Development Agency
Career Systems Development Corporation
C T Corporation System
January 28, 2020
Page 3

the pay period start date, in violation of Labor Code § 226(a)(6). These violations subject Defendant to penalties as authorized by Labor Code § 226.3.

Our client further alleges that Defendant failed to timely pay her and certain Aggrieved Employees all wages due at the separation of employment based on the time frames required by Labor Code §§ 201 and 202. As stated above, our client and Aggrieved Employees were not paid all wages due during the course of their employment and, as a result of this failure, they were not timely paid all wages due at the separation of their employment. This violates Labor Code §§ 201-203.

We invite Defendant or its attorney to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Our office awaits your response.

Very truly yours,

GAINES & GAINES
A Professional Law Corporation

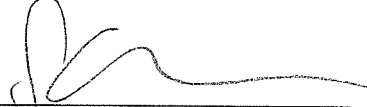
By : 
SEPIDEH ARDESTANI

EXHIBIT C

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

TERESA ALEXANDER, on behalf of
herself and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*,

Plaintiffs,

v.

CAREER SYSTEMS DEVELOPMENT
CORPORATION, a Delaware Corporation
and DOES 1 through 10, inclusive,

Defendants.

CENTRIAL WILLIAMS and PRECIOUS
THOMAS, as individuals and on behalf of
aggrieved employees,

Plaintiffs,

vs.

CAREER SYSTEMS DEVELOPMENT
CORPORATION, a Delaware corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 34-2020-00278027
Case No. 34-2022-00313560

PAGA SETTLEMENT AGREEMENT

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PAGA SETTLEMENT AGREEMENT

Subject to Court approval by the Superior Court of the State of California for the County of Sacramento (“Court”), Plaintiffs TERESA ALEXANDER, CENTRIAL WILLIAMS AND PRECIOUS THOMAS (“Plaintiffs”) and Defendant CAREER SYSTEMS DEVELOPMENT CORPORATION (“Defendant”) (collectively with Plaintiff, the “Parties”) hereby agree to the following binding settlement (“Settlement” or “Settlement Agreement”) of the actions entitled *Teresa Alexander v. Career Systems Development Corporation*, Sacramento County Superior Court Case No. 34-2020-00278027 and *Centrial Williams and Precious Thomas v. Career Systems Development Corporation*, Sacramento County Superior Court Case No. 34-2022-00313560 (the “Actions”).

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

- 1. “Actions” mean *Teresa Alexander v. Career Systems Development Corporation*, Sacramento County Superior Court Case No. 34-2020-00278027 (the “Alexander Action”) and *Centrial Williams and Precious Thomas v. Career Systems Development Corporation*, Sacramento County Superior Court Case No. 34-2022-00313560 (the “Williams/Thomas Action”).
- 2. “Aggrieved Employees” means all current and former California employees who worked at any time during the Settlement Period for Defendant.
- 3. “LWDA” means the California Labor and Workforce Development Agency.
- 4. “Maximum Settlement Amount” means the maximum settlement amount of \$1,150,000.00 (One Million One Hundred Fifty Thousand Dollars and Zero Cents) to be paid by Defendant in full satisfaction of all Released Claims as defined herein, which includes all payments to Aggrieved Employees, the Plaintiffs’ General Release Payments, the attorneys’ fees and costs to Plaintiffs’ Counsel, all amounts due to the LWDA, and the costs of the Settlement Administrator.
- 5. “PAGA Penalties Fund” means the Maximum Settlement Amount less the Plaintiffs’ General Release Payments, the attorneys’ fees and costs to Plaintiffs’ Counsel, and the costs of the Settlement Administrator.

6. “Plaintiffs’ Counsel” means Gaines & Gaines, APLC and Diversity Law Group.

7. “Released Parties” means Defendant and each of its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, joint venturers and any other person or entity who could be deemed a joint employer of the Aggrieved Employees.

8. “Plaintiffs’ General Release Payments” means the amount to be paid to Plaintiffs, as payment for Plaintiffs’ service on behalf of the LWDA and Aggrieved Employees, and for a general release of all claims arising out of Plaintiffs’ employment with Defendant.

9. “Released Claims” means all causes of action and factual or legal theories/allegations that were alleged in the operative complaints in the Actions under PAGA, or reasonably could have been alleged under PAGA based on the facts, legal theories, California Labor Code sections, and primary rights at issue in the Complaints filed in the Actions including, but not limited to, all of the following claims for civil penalties premised on: (a) failure to pay all minimum wages; (b) failure to pay premium wages; (c) failure to pay all overtime wages; (d) failure to provide rest periods and pay missed rest period premiums; (e) failure to provide meal periods and pay missed meal period premiums; (f) failure to pay all wages earned and unpaid at separation; (g) failure to furnish accurate itemized wage statements; (h) failure to reimburse all business-related expenses; (i) civil penalties under the PAGA related to the claims set forth herein; and (j) any other claims or penalties under the wage and hour laws and IWC Wage Orders based on the facts pleaded in the Actions or primary rights pursued in the Actions. The period of the Release shall encompass the entire Settlement Period. The *res judicata* effect of the Judgment will be the same as that of the Release.

10. “Settlement Period” means January 28, 2019 to the earlier of June 19, 2022 or the date of entry of the Order and Judgment approving this Settlement.

RECITALS

11. On January 28, 2020, Plaintiff Teresa Alexander filed a PAGA letter with the LWDA alleging numerous violations of the California Labor Code and the applicable Wage

Order(s) including, but not limited to, alleged violations for the failure to pay all minimum and overtime wages, the failure to provide compliant meal and rest breaks, the failure to provide accurate wage statements, the failure to provide timely current and final wages, and the failure to reimburse business expenses.

12. On May 6, 2020, Plaintiff Teresa Alexander filed one of lawsuits encompassed in the Actions in Sacramento County Superior Court, Sacramento County Superior Court Case No. 34-2020-00278027 alleging a single cause of action under PAGA.

13. On November 24, 2021, Plaintiff Precious Thomas filed a PAGA letter with the LWDA alleging violations of the California Labor Code including, but not limited to, the failure to provide accurately itemized wage statements, as set forth in California Labor Code Section 226(a).

14. On January 6, 2022, Plaintiffs Centrial Williams and Precious Thomas filed the second lawsuit encompassed within the Actions in Sacramento Superior Court, Sacramento County Superior Court Case No. 34-2022-00313560 alleging a single cause of action under PAGA.

15. On April 19, 2022, the Parties engaged in private mediation with Lou Marlin, Esq.

16. As a result of the mediation, the Parties have agreed to fully and finally resolve the Actions pursuant to the terms of this Settlement Agreement.

TERMS

17. Maximum Settlement Amount. In consideration for Plaintiffs' promises and representations described in this Settlement Agreement, and subject to all of the conditions of the Settlement being met, Defendant will to pay One Million One Hundred Fifty Thousand Dollars and Zero Cents (\$1,150,000.00) ("Maximum Settlement Amount"), no more and no less, which represents the maximum amount payable in this Settlement by Defendant, and includes all attorneys' fees, litigation costs and expenses of Plaintiffs' Counsel, Plaintiffs' General Release Payments, Settlement Administration Costs, and payments to Aggrieved Employees and the LWDA for their shares of the PAGA Penalties Fund. No portion of the Maximum Settlement Amount will be retained by, or revert to, Defendant.

(a) The balance after deduction of Plaintiffs' Counsel's attorneys' fees and costs, administration and settlement administration costs, the payment to the Labor &

Workforce Development Agency, and General Release Payments to Plaintiffs will be the “Net Settlement Amount” for distribution to Aggrieved Employees.

(b) This Maximum Settlement Amount is based on Defendant’s representation that there are approximately 1,109 Aggrieved Employees who worked no more than approximately 43,521 pay periods between January 28, 2019 and April 19, 2022. In the event that the actual number of employees or pay periods is more than 10% higher than these representations, the Maximum Settlement Amount will increase by the same percentage increase over 10%. By example, if the number of employees or pay periods is 11% higher than these representations, the Maximum Settlement Amount, will increase by 1%.

18. PAGA Penalties Fund. The PAGA Penalties Fund will be paid to Aggrieved Employees and the LWDA in full satisfaction of all Released Claims. Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA Penalties Fund will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) will be paid to all Aggrieved Employees as the Net Settlement Amount, according to the following formula:

18(a) Defendant will calculate: (i) the total number of pay periods worked by each Aggrieved Employee during the Settlement Period, and (ii) the total number of pay periods worked by all Aggrieved Employees during the Settlement Period.

18(b) To determine each Aggrieved Employee’s payment from the Net Settlement Amount, Defendant will use the following formula:
$$\text{Settlement Payment} = \text{Net Settlement Amount} \times [\text{Pay Periods Worked by Individual Aggrieved Employee During the Settlement Period} \div \text{Total Pay Periods Worked by All Aggrieved Employees during the Settlement Period}].$$

19. Plaintiffs’ Counsel’s Attorneys’ Fees and Costs. In full satisfaction of all claims Plaintiffs may have for attorneys’ fees, and all out-of-pocket costs incurred and to be incurred by Plaintiffs’ Counsel in the Actions including, but not limited to, fees and expenses of experts,

1 investigation expenses, postage, telephone, and photocopying charges, and costs associated with
2 documenting the Settlement, the Parties agree that Defendant will pay Plaintiffs' Counsel out of the
3 Maximum Settlement Amount a payment not to exceed 35% of the Maximum Settlement Amount,
4 projected to be Four Hundred Two Thousand Five Hundred Dollars (\$402,500) in attorneys' fees
5 and up to Twenty-Five Thousand (\$25,000) in litigation costs and expenses ("Plaintiffs' Counsel's
6 Attorneys' Fees and Costs"). Any portion of the Attorneys' Fees and Costs not awarded to Plaintiffs'
7 Counsel will be added to the PAGA Penalties Fund. Defendant will not oppose any request
8 consistent with this paragraph.

9 20. Plaintiffs' General Release Payments and Release by Plaintiffs. For a general release
10 of all claims Plaintiffs may have against Defendant arising out of their employment, and for their
11 service on behalf of the LWDA and Aggrieved Employees, Defendant agrees to apportion out of
12 the Maximum Settlement Amount payments to Plaintiffs in the sum of up to Twenty Five Thousand
13 Dollars (\$25,000) each ("Plaintiffs' General Release Payments"). Defendant will not oppose any
14 request consistent with this paragraph. Upon receipt of the Plaintiffs' General Release Payments,
15 Plaintiffs will be deemed to have fully released and discharged Defendant from any and all claims,
16 demands, obligations, causes of action, rights, or liabilities of any kind which have been or could
17 have been asserted against Defendant arising out of, or relating to, Plaintiffs' employment with
18 Defendant or termination thereof including, but not limited to, claims for wages, restitution,
19 penalties, retaliation, defamation, discrimination, harassment or wrongful termination of
20 employment. This release specifically includes any and all claims, demands, obligations and/or
21 causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except
22 provided by the Settlement) relating to or in any way connected with the matters referred to herein,
23 whether or not known or suspected to exist, and whether or not specifically or particularly described
24 herein. Specifically, Plaintiffs will be deemed to have waived all rights and benefits afforded by
25 California Civil Code Section 1542, which provides:

26 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
27 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
28 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**

1 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
2 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
3 **DEBTOR OR RELEASED PARTY.**

4 21. Settlement Administration Costs. The Parties will retain Phoenix Class Action
5 Administration Solutions, which was selected based on a competitive bidding process, to serve as
6 the third-party settlement administrator (“Settlement Administrator”). The Settlement Administrator
7 will be responsible for establishing a qualified settlement fund (“QSF”) and issuing payments and
8 appropriate tax forms to Aggrieved Employees, the LWDA, Plaintiff, and Plaintiffs’ Counsel. The
9 Settlement Administration Costs will be paid from the Maximum Settlement Amount. No more than
10 \$10,000 shall be paid to the Settlement Administrator from the Maximum Settlement Amount for
11 its services to administer this PAGA settlement. Plaintiffs, Plaintiffs’ counsel, Defendant, and
12 Defendant’s counsel shall not bear any responsibility for errors or omissions in the calculation or
13 distribution of the settlement payments or development of the list of recipients of settlement
14 payments.

15 22. Court Approval of the Settlement and Distribution of Settlement Payments. The
16 Parties will present this Settlement Agreement to the Court in the Alexander Action and the LWDA
17 as required by PAGA. The Parties will request that the Court issue an order and judgment in the
18 Alexander Action approving and incorporating by reference the terms and conditions of the
19 Settlement Agreement (the “Order and Judgment”). Within fourteen (14) calendar days of
20 Defendant funding the Maximum Settlement Amount, Plaintiff’s Counsel will request that the Court
21 dismiss the Williams/Thomas Action with prejudice.

22 23. List of Aggrieved Employees. Within fourteen (14) calendar days after entry of the
23 Order and Judgment, Defendant will provide the Settlement Administrator a complete list of all
24 Aggrieved Employees (“Aggrieved Employee List”). The Aggrieved Employee List will be
25 formatted in Microsoft Office Excel and will include each Aggrieved Employee’s full name; most
26 recent mailing address and telephone number; Social Security number; the respective number of pay
27 periods during which he or she worked in California during the Settlement Period; and any other
28 relevant information needed to calculate settlement payments. The payroll periods worked shall

1 include any payroll period that an Aggrieved Employee received a paycheck from Defendant
2 during employment in California during the Settlement Period. If it can be readily determined, pay
3 periods where someone was employed but did not record any hours can be excluded from this
4 calculation. Information from the list of Aggrieved Employees will not be provided to Plaintiffs or
5 Plaintiffs' Counsel without prior authorization from Defendant's counsel, although the Settlement
6 Administrator may provide to Plaintiff's Counsel anonymized lists and calculations of employee
7 pay period data (with employee names, phone numbers, addresses, social security numbers, and any
8 other personally identifying or sensitive/private information redacted) for the sole purpose of
9 permitting Plaintiffs' Counsel to confirm calculations made by the Settlement Administrator and
10 verify that Defendant's representations as to pay periods and employee counts are accurate.

11 24. Funding of the Settlement. Within fourteen (14) calendar days after entry of the
12 Order and Judgment, Defendant will deposit the Maximum Settlement Amount into the QSF to be
13 established by the Settlement Administrator. Within ten (10) calendar days of the funding of the
14 Maximum Settlement Amount, the Settlement Administrator will issue payments to: (a) Aggrieved
15 Employees; (b) the Labor and Workforce Development Agency; (c) Plaintiffs; (d) Plaintiffs'
16 Counsel; and (e) itself. The Settlement Administrator, and not Defendant, will issue the appropriate
17 tax forms for all payments issued under this Settlement.

18 25. Settlement Payments to Aggrieved Employees. The Settlement Administrator will
19 issue each Aggrieved Employee one check for his or her share of the Net Settlement Amount, along
20 with an explanatory letter which will be mutually approved by the Parties in substantially the form
21 attached as Exhibit A. Prior to mailing, the Settlement Administrator will perform a search based
22 on the National Change of Address Database for information to update and correct for any known
23 or identifiable address changes. Any checks returned as non-deliverable on or before the check
24 cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address
25 affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly
26 attempt to determine the correct address using a skip-trace, or other search using the name, address
27 or Social Security number of the Aggrieved Employee involved and will then perform a single re-
28 mailing. Checks will remain negotiable for 180 days after they are mailed. Those funds represented

1 by un-cashed checks which remain outstanding 180 days after the mailing of the Settlement checks
2 by the Settlement Administrator will be tendered to the unclaimed property fund of The State
3 Controller's Office, to be held in the name of the respective Aggrieved Employee. All settlement
4 payments to Aggrieved Employees will be treated as miscellaneous income for which a 1099 will
5 be issued, if required by law as determined by the Settlement Administrator. Recipients of settlement
6 payments shall be exclusively and entirely responsible for all tax consequences arising out of such
7 payments.

8 26. Release of Released Claims. Upon entry of the Order and Judgment, and subject to
9 Defendant's full payment of the Maximum Settlement Amount, Plaintiffs and all Aggrieved
10 Employees will be forever barred from pursuing against Defendant any and all Released Claims
11 which accrued during the Settlement Period. The *res judicata* effect of the Judgment will be the
12 same as that of the Release. Plaintiff, the Aggrieved Employees and the State of California may
13 hereafter discover facts or legal arguments in addition to, or different from, those they now know or
14 currently believe to be true with respect to the claims, causes of action and legal theories of recovery
15 in this Action. Regardless, the discovery of new facts or legal arguments shall in no way limit the
16 scope or definition of the Settled Claims. Aggrieved Employees, other than Plaintiffs, will not be
17 deemed to have released any individual wage and hour claims or unpaid wage claims by virtue of
18 this Settlement.

19 27. No Right to Exclusion or Objections by Aggrieved Employees. Because this
20 settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as a proxy
21 and as a Private Attorney General of, and for, the State of California and the LWDA, the Parties
22 agree that no Aggrieved Employee has the right to exclude himself or herself from the Settlement.
23 Aggrieved Employees will be bound by the terms of the Settlement Agreement, upon its approval
24 by the Court, regardless of whether he or she cashes any payment received as a result of this
25 Settlement. The Parties also agree that no Aggrieved Employee has the right to object to the terms
26 of the Settlement Agreement.

27 28. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced
28 herein will not be utilized to calculate any additional benefits under any benefit plans to which any

1 Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans,
2 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other
3 benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect
4 any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any
5 benefit plans.

6 29. No Prior Assignments. The Parties and their counsel represent, covenant, and
7 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to
8 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
9 action, cause of action or right herein released and discharged.

10 30. Nullification of Settlement Agreement. In the event that: (i) the Court does not
11 approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other
12 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be
13 null and void, and the Parties will be returned to their original respective positions. Notwithstanding
14 the above, even in the event the Court does not approve or reduces Plaintiffs' requests for approval
15 of the Plaintiffs' General Release Payments or request for Attorneys' Fees and Costs, this Settlement
16 shall remain binding.

17 31. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the
18 Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and
19 enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such
20 post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

21 32. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties'
22 settlement terms. No other prior or contemporaneous written or oral agreements may be deemed
23 binding on the Parties.

24 33. Amendment or Modification. This Settlement Agreement may be amended or
25 modified only by a written instrument, signed by the Parties or their successors-in-interest.

26 34. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
27 and represent they are expressly authorized by the Parties whom they represent to negotiate this
28 Settlement Agreement and to take all appropriate action required or permitted to be taken by such

1 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
2 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
3 counsel will cooperate with each other and use their best efforts to effect the implementation of the
4 Settlement. If the Parties are unable to reach agreement on the form or content of any document
5 needed to implement the Settlement, or on any supplemental provisions that may become necessary
6 to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve
7 such disagreement.

8 35. Binding on Successors and Assigns. This Settlement Agreement will be binding
9 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
10 defined.

11 36. California Law Governs. All terms of this Settlement Agreement will be governed
12 by and interpreted according to the laws of the State of California.

13 37. Execution and Counterparts. This Settlement Agreement is subject only to the
14 execution of all Parties. However, the Settlement Agreement may be executed in one or more
15 counterparts. All executed counterparts and each of them, including electronic signatures (e.g.,
16 Docusign/Hellosign), facsimiles, and scanned copies of the signature pages, will be deemed to be
17 one and the same instrument.

18 38. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
19 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have
20 arrived at this Settlement after arm's-length negotiations by experienced counsel. The Parties further
21 acknowledge that they are each represented by competent counsel and that they have had an
22 opportunity to consult with their counsel regarding the fairness and reasonableness of this
23 Settlement.

24 39. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however,
25 that Plaintiffs may appeal any reduction to the Attorneys' Fees and Costs or the Plaintiffs' General
26 Release Payments below the amount they request from the Court, and either party may appeal any
27 court order that materially alters the Settlement's terms. The Parties agree that any such appeal of
28 any reduction of Attorneys' Fees and Costs or the Plaintiffs' General Release Payments constitutes

1 a dispute between Plaintiffs' Counsel and the Court, and that Defendant and Defendant's Counsel
2 will not be involved and will not be expected to appear, file papers, argue
3 any position, or participate in any manner. In the event of any such appeal, Defendant shall not fund
4 the settlement, and its obligation to fund it will be stayed until such appeal is fully resolved.

5 40. Invalidity of Any Provision. Before declaring any provision of this Settlement
6 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
7 possible consistent with applicable precedents so as to define all provisions of this Settlement
8 Agreement valid and enforceable.

9 41. Captions. The captions and section numbers in this Settlement Agreement are
10 inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or
11 intent of the provisions of this Settlement Agreement.

12 42. Waiver. No waiver of any condition or covenant contained in this Settlement
13 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to
14 imply or constitute a further waiver by such party of the same or any other condition, covenant, right
15 or remedy.

16 43. Enforcement Action. In the event that one or more of the Parties institutes any legal
17 action or other proceeding against any other Party or Parties to enforce the provisions of this
18 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or
19 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees
20 and costs, including expert witness fees incurred in connection with any enforcement actions.

21 44. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
22 and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
23 construed more strictly against one party merely by virtue of the fact that it may have been prepared
24 by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations
25 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

26 45. Representation By Counsel. The Parties acknowledge that they have been
27 represented by counsel throughout all negotiations that preceded the execution of this Settlement
28 Agreement, and that this Settlement Agreement has been executed with the consent and advice of

counsel and reviewed in full.

46. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

47. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, as contemplated by Code of Civil Procedure § 664.6, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

48. Denial of Liability. The Parties expressly recognize that the making of this agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the pendency of the Actions, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

49. Confidentiality. Plaintiffs and Plaintiffs' Counsel agree not to disclose or publicize the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except as may be strictly required to effectuate the terms of the Settlement, including filing it with the Court and submitting it to the LWDA. For the avoidance of doubt, this section means Plaintiffs and Plaintiffs' Counsel agree not to issue press releases, communicate with, or respond to any media or publication entities, publish information in manner or form, whether printed or electronic, on any

1 medium or otherwise communicate, whether by print, video, recording or any other medium, with
2 any person or entity concerning the Settlement, including the fact of the Settlement, its terms or
3 contents and the negotiations underlying the Settlement, except as shall be contractually required to
4 effectuate the terms of the Settlement. However, Plaintiffs' Counsel may communicate with the
5 LWDA and Aggrieved Employees about the Actions and this Settlement, and disclose the name of
6 the Parties in this action, the venue/case numbers, and settlement details available in the public
7 record, for the limited purpose of providing reference in court or in pleadings to similar settlements
8 when seeking approval of an unrelated settlement.

9 50. Notice of Settlement Agreement to LWDA. Plaintiffs' Counsel will provide notice
10 of this Settlement Agreement to the LWDA as required by Labor Code Section 2699(1)(2).

11 ***[Signatures follow on next page.]***
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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 05 / 19 / 2022

Teresa Alexander

PLAINTIFF

Dated: _____
Centrial Williams

PLAINTIFF

Dated: _____
Precious Thomas

DEFENDANT

Dated: _____
Career Systems Development Corporation
By: Tinamarie Gallagher

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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Teresa Alexander

PLAINTIFF

Dated: 5/20/2022 _____

DocuSigned by:



Central Williams

PLAINTIFF

Dated: 5/20/2022 _____

DocuSigned by:



Precious Thomas

DEFENDANT

Dated: _____

Career Systems Development Corporation
By: Tinamarie Gallagher

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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____ Teresa Alexander

PLAINTIFF

Dated: _____ Central Williams

PLAINTIFF

Dated: _____ Precious Thomas

DEFENDANT

Dated: 5/23/22 
Career Systems Development Corporation
By: Tinamarie Gallagher

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APPROVED AS TO FORM

GAINES & GAINES, APLC

Dated: May 20, 2022

Daniel F. Gaines
Attorneys for Teresa Alexander

DIVERSITY LAW GROUP, A P.C.

Dated: _____

Attorneys for Plaintiffs Central Williams and Precious Thomas

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

Dated: _____

Michael D. Wilson, Jr.
Attorneys for Defendant Career Systems Development Corporation

APPROVED AS TO FORM

GAINES & GAINES, APLC

Dated: _____

Attorneys for Teresa Alexander

DIVERSITY LAW GROUP, A P.C.

Dated: May 20, 2022



Attorneys for Plaintiffs Central Williams and Precious Thomas

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

Dated: May 24, 2022



Michael D. Wilson, Jr.
Attorneys for Defendant Career Systems Development Corporation

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

TERESA ALEXANDER, on behalf of
herself and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*,

Plaintiffs,

v.

CAREER SYSTEMS DEVELOPMENT
CORPORATION, a Delaware Corporation
and DOES 1 through 10, inclusive,

Defendants.

Case No. 34-2020-00278027

**NOTICE OF SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT CLAIM
(CAL. LABOR CODE § 2698 *ET SEQ.*)**

You have been identified as a current or former California employee who worked for Defendant Career Systems Development Corporation (“Defendant”) at any time between January 28, 2019 and [Settlement Period end date]. (“Aggrieved Employee”).

On May 6, 2020, Plaintiff Teresa Alexander commenced a lawsuit in Sacramento County Superior Court, case number 34-2020-00278027, to recover civil penalties. On January 6, 2022, Plaintiffs Central Williams and Precious Thomas commenced a second lawsuit in Sacramento Superior Court, case number 34-2022-00313560, to recover civil penalties. The Plaintiffs allege in the lawsuits that Defendant failed to pay all minimum and overtime wages due, provide all meal and rest periods, or premium compensation in lieu thereof, timely pay wages due at separation of employment, reimburse all business expenses, and issue complete and accurate wage statements. For these alleged violations, Plaintiffs seek penalties pursuant to the California Labor Code’s Private Attorneys General Act of 2004, codified at Labor Code § 2698 *et seq.* (“PAGA”).

Defendant denies Plaintiffs’ allegations and disputes all of Plaintiffs’ claims. The lawsuits were litigated and following an investigation and a mediation before a third-party mediator, the Parties reached a settlement which takes into account the uncertainties and risks of proceeding with litigation.

The Court approved the settlement on _____ and has determined that the settlement is fair and reasonable. The payment which accompanies this notice is made to you pursuant to the terms of the Settlement.

The Court-approved settlement contains the following release of claims, to which you are bound:

Upon entry of the Order and Judgment, and subject to Defendant’s full payment of the Maximum Settlement Amount, Plaintiffs and all Aggrieved Employees will be forever barred from pursuing against Defendant any and all Released Claims which accrued

1 during the Settlement Period (January 28, 2019 to [Settlement
2 Period end date]). The res judicata effect of the Judgment will be
3 the same as that of the Release. Plaintiff, the Aggrieved Employees
4 and the State of California may hereafter discover facts or legal
5 arguments in addition to, or different from, those they now know or
6 currently believe to be true with respect to the claims, causes of
7 action and legal theories of recovery in this Action. Regardless, the
8 discovery of new facts or legal arguments shall in no way limit the
9 scope or definition of the Settled Claims. Aggrieved Employees,
10 other than Plaintiffs, will not be deemed to have released any
11 individual wage and hour claims or unpaid wage claims by virtue
12 of this Settlement.

13 The “Released Claims” are all causes of action and factual or legal
14 theories/allegations that were alleged in the operative complaints in
15 the Actions under PAGA, or reasonably could have been alleged
16 under PAGA based on the facts, legal theories, California Labor
17 Code sections, and primary rights at issue in the Complaints filed
18 in the Actions including, but not limited to, all of the following
19 claims for civil penalties premised on: (a) failure to pay all
20 minimum wages; (b) failure to pay premium wages; (c) failure to
21 pay all overtime wages; (d) failure to provide rest periods and pay
22 missed rest period premiums; (e) failure to provide meal periods
23 and pay missed meal period premiums; (f) failure to pay all wages
24 earned and unpaid at separation; (g) failure to furnish accurate
25 itemized wage statements; (h) failure to reimburse all business-
26 related expenses; (i) civil penalties under the PAGA related to the
27 claims set forth herein; and (j) any other claims or penalties under
28 the wage and hour laws and IWC Wage Orders based on the facts
pleaded in the Actions or primary rights pursued in the Actions.
The period of the Release shall encompass the entire Settlement
Period. The res judicata effect of the Judgment will be the same as
that of the Release.

18 If you have any questions, please contact Gaines & Gaines, APLC, counsel for Plaintiff
19 Alexander, at (866) 550-0855.

TITLE	Settlement Agreement
FILE NAME	Alexander v CSDC - Settlement FINAL.pdf
DOCUMENT ID	1adcdb9eaa6b9b001679e0a1cc9781c11a690cfb
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History



SENT

05 / 19 / 2022

23:04:15 UTC

Sent for signature to Teresa Alexander

[REDACTED] from

office@gaineslawfirm.com

IP: 47.181.216.90



VIEWED

05 / 19 / 2022

23:09:55 UTC

Viewed by Teresa Alexander [REDACTED]

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SIGNED

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COMPLETED

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The document has been completed.

EXHIBIT D

**Alexander v. Career Systems Development Corporation
Counsel's Costs**

<u>EXPENSE CATEGORY</u>	<u>EXPENSE</u>
Postage/FedEx charges	\$ 17.00
Filing fees (including related attorney service expenses)	\$ 767.72
Expert analysis fee	\$ 1,700.00
Mediation fee	\$ 7,000.00
Future estimated expenses -	\$ 301.00
• <i>Filing fees and One Legal Service fees for Motion for PAGA Approval (will be filed via One Legal) - \$121.00</i> • <i>Courtesy copy delivery fees to department of Motion for PAGA Approval via One Legal - \$130.00</i> • <i>Postage for mailing Motion for PAGA Approval - \$10.00</i> • <i>Filing fees and One Legal Service fees for Notice of Entry of Order once PAGA Order signed (will be filed via One Legal) - \$35.00</i> • <i>Postage for mailing Notice of Entry of Order - \$5.00</i>	
TOTAL EXPENSES	\$ 9,785.72

EXHIBIT E

Alexander v. Career Systems Development Corporation
Teresa Alexander Individual Damage Model

Assumptions

September 16, 2018 - September 17, 2019 Dates of employment

264 Total estimated number of shifts worked by Plaintiff during her employment (24 semi-monthly pay periods x 11 estimated shifts per semi-monthly period)

24 Total number of semi-monthly pay periods worked by Plaintiff during her employment

\$21.00 Plaintiff's hourly rate during her employment

1040 Total estimated overtime hours worked by Plaintiff that went uncompensated (52 workweeks x 20 hours of OT/week)

Labor Code 510/558/1194 - Failure to Pay All Wages Due Because of Misclassification

1,040 Total estimated overtime hours worked by Plaintiff that went uncompensated (52 workweeks x 20 hours of OT/week)

\$31.50 Plaintiff's premium overtime rate

\$32,760.00 Total Unpaid Overtime Wages

Labor Code 226.7 - Failure to Provide Rest Periods

264 Total estimated number of shifts worked by Plaintiff during her employment (24 semi-monthly pay periods x 11 estimated shifts per semi-monthly period)

\$21.00 Plaintiff's hourly rate during her employment

100% Violation rate (estimated)

\$5,544.00 Total Rest Period Premium Wages

Labor Code 203 - Waiting Time Penalties

\$252 average daily wage for Plaintiff (\$21/hr x 12 hours)

30 days x \$252/average daily wage

\$7,560.00 Total Waiting Time Penalties

Labor Code 226.7/512 - Failure to Provide Meal Periods

264

Total estimated number of shifts worked by Plaintiff during her employment (24 semi-monthly pay periods x 11 estimated shifts per semi-monthly period)

\$21.00 Plaintiff's hourly rate during her employment

100% Violation rate (estimated)

\$5,544.00 Total Meal Period Premium Wages

Labor Code 226(e) - Wage Statement Penalties

24 Total number of semi-monthly pay periods worked by Plaintiff during her employment

\$50 per initial violation (1 x \$50) and \$100 per subsequent violation (23 x \$100)

\$2,350.00 Total Wage Statement Penalties

\$53,758.00 TOTAL PENALTIES AND WAGES, EXCLUDING ATTORNEYS' FEES & COSTS