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Attorney for Plaintiff ALLAN CASTANETO, an individual, and on behalf of all aggrieved employees pursuant to the Labor Code Private Attorneys General Act

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ALLAN CASTANETO, an individual, and
on behalf of all aggrieved employees pursuant
to the Labor Code Private Attorneys General
Act.

Plaintiff,

v.

CALOP BUSINESS SYSTEMS, INC., and
DOES 1 through 50, Inclusive,

Defendants.

CASE NO. **20STCV03772** (lead case and
consolidated with 20STCV21789, 20STCV22191)

*[Assigned for All Purposes to the Hon. Theresa M.
Traber, Dept. 47]*

RESERVATION ID: 149388572767

UNLIMITED JURISDICTION

**DECLARATION OF JUSTIN LO 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,
ENHANCEMENT PAYMENTS, AND
REIMBURSEMENT OF SETTLEMENT
ADMINISTRATION EXPENSES, AND
DISMISSING ACTION WITH PREJUDICE;
MEMORANDUM OF POINTS AND
AUTHORITIES**

Date: August 19, 2022

Time: 9:00 AM

Dept.: 47

Complaint Filed: January 30, 2020

Trial Date: None

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7. On March 13, 2020, Plaintiff filed an Amended Complaint.

8. Plaintiff subsequently learned that on March 18, 2020, Michael H. Boyamian, Boyamian Law, Inc., had filed a PAGA complaint for civil penalties on behalf of Plaintiff Antuan Fernandez (“Fernandez”) and, all other aggrieved employees against Defendant Calop Business Systems, Inc. dba Calop Aeroground Services.

9. On June 11, 2020, Joel Glaser, JOEL GLASER APC and Darren Le Montree, DBL LAW GROUP had filed a PAGA complaint for civil penalties on behalf of Plaintiff Sam Kimm (“Kimm”) and, all other aggrieved employees against Calop.

10. The Court related all of three matters on June 24, 2021, designating *Casteneto v. Calop Business Systems, Inc.* (L.A.S.C. Case No. 20STCV03772) as the lead case.

11. Defendants are a transportation logistics service provider that offers various airlines at the Los Angeles International Airport with security, screening and cargo services. Plaintiff’s Castaneto and Kimm were warehouse screeners. Plaintiff Fernandez was a security guard. More importantly, for purposes of these PAGA actions, all Plaintiffs were non-exempt, hourly employees and seek to recover civil penalties for all non-exempt, hourly Airport Employees of Defendant for the alleged Labor Code violations (hereinafter “Airport Employees” or “Aggrieved Employees”).

12. All three Plaintiffs alleged the same Labor Code violations committed by Calop Business — overtime pay, meal and rest breaks, inaccurate itemized wage statements, waiting time penalties, and reimbursement of business expenses. The relevant PAGA period is November 21, 2018, to the present as Castaneto is the earliest to file from all three actions.

13. Through their own lawsuits, Plaintiffs collectively alleged and asserted a singular claim under California Private Attorneys General Act (“PAGA”) for civil penalties based on the underlying Labor Code violations: Failed to Pay Minimum Wages and Designated Wage Rates (Labor Code §§ 223, 1194, 1197, 1197.1, 1198); Failed to Pay Overtime Compensation (Labor Code §§ 510(a), 1194 and Wage Order No. 9-2001); Failed to Provide Meal Breaks and Rest Breaks (Labor Code §§ 512, and 226.7, and Wage Order Nos. 11, and 12); Failed to Reimburse Necessary Business Expenditures (Labor Code §§ 2802, 201-203); Failed to Provide and Maintain Complaint

1 Wage Statements (Labor Code §§ 1174, and 226(a)); and Failed to Provide Waiting Time Penalties
2 (Labor Code § 203).

3 14. On June 3, 2022, the Parties participated in a Mandatory Settlement Conference with
4 the Honorable Zaven v. Sinanian. During the Settlement Conference, the parties engaged in arm's-
5 length negotiations. The mediation resulted in a proposal by the Honorable Sinanian, which was
6 subsequently accepted by all the Parties resulting in the drafting of a Memorandum of
7 Understanding. The parties were in receipt of a fully executed Memorandum of Understanding on
8 June 6, 2022.

9 **The Settlement Is Fair and Reasonable When Considering the Strengths,**
10 **Weaknesses, and Other Relevant Factors**

11 15. Plaintiffs alleged that they and other aggrieved employees of Defendants were
12 non-exempt hourly employees who regularly worked a full-time schedule and regularly engaged in
13 off-the-clock work, which was not recorded by Defendant, and for which they received no pay at
14 all. Additionally, Plaintiffs alleged that Defendant's failed to reimburse Plaintiffs for necessary
15 business expenses. Approximately 350 employees are claimed to have suffered the Labor Code
16 violations alleged during the PAGA Period.

17 16. Defendant contends they acted within the requirements of California law at all times
18 as to all aggrieved employees. Specifically, Defendants contend that all aggrieved employees were
19 paid hourly wages for all hours worked. From Plaintiff's investigation, it was readily apparent from
20 the data that Defendant had a practice of not paying premium payments for meal and rest breaks
21 violations and Defendant's policies make no mention of a premium being paid for missed breaks.
22 The substantial data that was analyzed by Plaintiffs also showed that Defendants own policies
23 explicitly asserted direct control over aggrieved employees breaks.

24 17. Despite this clear liability, Plaintiffs were cognizant that the pending *Viking River*
25 *Cruises, Inc. v. Moriana*, 142 S.Ct. 734 (U.S. Dec. 15, 2021) decision was set to be released in the
26 coming weeks and the impact it would have on the PAGA landscape would be significant. The
27 United States Supreme Court in *Viking River Cruises* would decide whether a PAGA action could
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1 proceed when the purported aggrieved employee bringing the action has entered into an arbitration
2 agreement that includes a representative actions waiver. Plaintiffs were abreast of the fact that
3 should the Supreme Court reverse the lower court holding then Plaintiffs' claims in this matter
4 would be in jeopardy as Plaintiffs – just like all other Aggrieved Employees in this matter - entered
5 into such an arbitration agreement. A ruling in favor of enforcing representative action waivers would
6 be a significant detriment in this case to the State of California, as the Real Party in Interest, and the
7 Aggrieved Employees, as they would get nothing instead of their share of the settlement.

8 18. Nonetheless, comparing the Settlement recovery (\$300,000) to the total outstanding
9 liability warrants strong support towards approval. If Plaintiffs had proceeded to trial, they could
10 expect a maximum judgement of \$1,840,000.00 to \$3,660,000.00 in favor of the State. Therefore,
11 the Settlement represents between 16% and 8% of the full verdict value of the claims being
12 released, assuming that Plaintiffs were successful on all claims, with stacking.

13 19. As such, Plaintiffs' Counsel has concluded, taking into account the sharply
14 contested issues involved, the expense and time necessary to pursue the Litigation through trial and
15 any appeals, the risks and costs of further prosecution of the Litigation, the risk of an adverse
16 outcome, the uncertainties of complex litigation, and the substantial benefits to be received by the
17 State of California, Named Plaintiffs and the members of the PAGA Group pursuant to the
18 Memorandum of Understanding, that a settlement with Defendants on the terms and conditions set
19 forth therein is fair, reasonable, adequate, and in the best interests of the State of California and
20 PAGA Group. Similarly, Defendants concluded that, because of the substantial expense of
21 defending against the Litigation, the length of time necessary to resolve the issues presented, and
22 the inconvenience involved; it is in their best interests to accept the terms of the Memorandum of
23 Understanding.

24 20. Thus, based on these disputes, which had the potential to significantly decrease
25 Plaintiffs' recovery, the range of realistic "litigation outcomes" on the Plaintiffs' PAGA claim, and
26 notwithstanding the existence of the factors and real-life implications listed above, the Settlement
27 achieves a very significant benefit.
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1 21. Here, after all deductions are made for administration, a service payment, attorneys'
2 fees, and costs, an estimated \$146,500.00 will be paid out, of which \$109,875.00, will go to the
3 LWDA, and \$36,625.00 (i.e. 25%) will go to the Aggrieved Employees, as required by Labor Code
4 § 2699(i) ("civil penalties recovered by aggrieved employees shall be distributed as follows: 75
5 percent to the Labor and Workforce Development Agency . . . and 25 percent to the aggrieved
6 employees.").

7 **Hourly Rate, Lodestar, Expenditure of Costs, and Fee Split**

8 22. My hourly rate is \$550. This hourly rate is justified in light of my experience the
9 results I have achieved in the past on behalf of employees in other representative matters in addition
10 to the rates I have been awarded in similar class action matters. For instance, in the *Padilla* matter,
11 the Court has provided final approval of the class action settlement and I was approved at a rate of
12 \$550.

13 23. In this matter, the following work was performed, including but not limited to:

- 14 a. Drafting the LWDA notice
- 15 b. Drafting and filing the complaint
- 16 c. Reviewing Defendant's Motion for Demurrer
- 17 d. Opposing Defendant's Motion for Demurrer
- 18 e. Drafting and propounding discovery
- 19 f. Reviewing Defendant's discovery responses
- 20 g. Drafting meet and confer letters regarding Defendant's discovery responses.
- 21 h. Drafting and filing the Amended Complaint
- 22 i. Attending various CMC conferences
- 23 j. Preparing a mediation brief in advance of the MSC
- 24 k. Attending the MSC for much of the day and explaining the process and
25 outcome to Mr. Castaneto

26 24. In total, myself and my colleague May To Esq. have expended at least 90 hours in
27 prosecuting this matter.
28

1 25. This case was taken on a contingency basis with the real risk that my office would
2 receive no compensation whatsoever for our efforts. The potential costs which we can be required
3 to advance in wage and hour representative actions like this one are substantial. Furthermore, as
4 described above, my firm has extensive experience in representative action litigation, particularly
5 in the employment context, and as detailed herein, the Aggrieved Employees and the State of
6 California reaped significant benefits. The success achieved by the Settlement supports my firm's
7 fee request. Further, my experience in litigating representative actions has been that attorney fee
8 requests have been approved and awarded in amounts that are 33 1/3% to 40% of the total amount
9 recovered in the action.

10 26. Notwithstanding the existence of issues having the potential to eliminate recovery
11 on the PAGA claim, the Settlement Agreement not only achieves a recovery that exceeds typical
12 PAGA awards routinely approved by the courts, it recovers significant monies for Aggrieved
13 Employees which they otherwise would not receive. As such, this factor balances strongly in favor
14 of approval of the Settlement. Even with my firm's combined extensive experience litigating
15 employment cases, prosecuting these cases still carries a considerable amount of risk. There is the
16 significant risk that Plaintiff would not succeed in proving Defendant's liability at trial.

17 27. In addition to the factors presented above, the proposed Settlement does not possess
18 any obvious deficiencies. The Settlement contemplates entry of an order (submitted concurrently
19 herewith) which approves the Settlement and dismisses the Action with prejudice. Section 45 of the
20 Settlement Agreement and paragraph 8 of the proposed order authorize the Court to retain
21 jurisdiction over the Action pursuant to Code of Civil Procedure section 664.6. This procedure
22 effectively disposes of the Action in its entirety, documents the Court's approval of the Settlement
23 as required by PAGA, allows for Court intervention if necessary to enforce the terms of the
24 Settlement Agreement, and avoids any stigmas associated with the entry of a judgment against
25 Defendant.

26 28. Representative action work also requires specialized learning and the willingness to
27 take large risks. Plaintiffs' counsel has extensive experience in wage and hour representative action
28 litigation, particularly in the employment context, as detailed herein.

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

4 30. A small firm like ours can only properly litigate a limited number of cases at one
5 time. The requirements of this case were significant. Had we not reached a settlement with
6 Defendant; the demands of this case would have required a significant portion of our resources. We
7 were precluded from taking other employment cases due to the demands of litigating this case.

8 **Counsel's Costs:**

9 31. My firm's total costs are \$1,068.28 and include, among other expenses, court
10 conference fees and filing fees. A true and correct copy of an itemized list of costs incurred by my
11 firm in this action is attached hereto as **Exhibit C**. These costs were reasonably incurred in litigating
12 this matter.

13
14 I declare, under penalty of perjury, under the laws of the State of California, that the foregoing is
15 true and correct. Executed this 30th day of June 2022, at Torrance, California.

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18 
19 Justin Lo

EXHIBIT A

- *Sanae Matsuda v. Harry T. Nomura, D.D.S. Inc.*, San Francisco Case No. CGC-19-574949
- *Hector Montoya v Kings Oil Tools Inc.*, San Luis Obispo Superior Court, Case No. 19CVP-0413;
- *Stephen Bailey v. Kinder Morgan G.P.* United States District Court, Case No. 3:18-cv-03424-TSH
- *Genevieve Rangel v. Bassett Furniture NC LLC.* Orange County Superior Court Case No. 30-2018-01040101-CU-OE-CXC
- *Martin Rubio v. Altman Specialty Plants, Inc.* Los Angeles Superior Court Case No. 18STCV09215
- *Caroline Villata v. Stars Recreation Center, Solano County Superior Court Case No. FCS054507*
- *Jason Hogan v. Wolverine Distribution Inc.*, Riverside County Superior Court Case No. RIC1902891
- *Jose Rosales v. IDT America Corp. et al.*, Los Angeles Superior Court Case No. 19STCV01581
- *Eric Hardie v. Mattel Inc. et al.*, Los Angeles Superior Court Case No. 21STCV11096
- *Johnny Watson v. Charles R. Drew University of Medicine and Science, Los Angeles Superior Court Case No. 21STCV15203*
- *Andres Yaya v. Gardena Hospital LP.*, Los Angeles Superior Court Case No. 21STCV14021
- *Richard Ward v. Miller Jones Mortuary & Crematory, Inc.* Riverside Superior Court Case No. RIC2002589
- *Michael Franchini v. General Consolidated Constructors, Inc.* Riverside Superior Court Case No. RIC2001600
- *Eric Giannini v. C3AI, Inc.*, San Mateo Superior Court Case No. 20-CIV-03518
- *Christopher Marrone v. Caffeine Studios LLC.*, San Mateo Superior Court Case No. 20-CIV-04830
- *Annette Arredondo v. UFIT Physical Therapy Enterprise* Los Angeles Superior Court

Case No. 21STCV07346

- *Chelsea Bedoni v. LPDB Joint Ventures, Yuba Superior Court Case No. CVCV19-01058*
- *Brandon Burton v. G&M Hire Enterprises, LLC, Riverside Superior Court Case No. CVSW2106409*
- *Sandra Cante v. Kohl Building Maintenance, Inc., Los Angeles Superior Court Case No. 21STCV25740*
- *Allan Castaneto v. Calop Business Systems, Inc., Los Angeles Superior Court Case No. 20STCV03772*
- *Joaquin Del Cid, Jr. v. Jonathan Club, Los Angeles Superior Court Case No. 20STCV12113*
- *John Coles v. Sally Beauty Holdings, Inc., Los Angeles Superior Court Case No. 21STCV01648*
- *Blanca Chinchilla v. Partners Personnel - Management Services, LLC, Los Angeles Superior Court Case No. 20STCV41558*
- *Adam Davidson v. Los Angeles Truck Centers, LLC, Los Angeles Superior Court Case No. 20STCV41572*
- *Donald Dumas v. Allied Nationwide Security, Inc., Los Angeles Superior Court Case No. 21STCV26647*
- *Shawn Fitzpatrick v. Concord Foods, Inc. San Bernardino Superior Court Case No. CIVSB2116303*
- *Eduardo Galeana v. Master Property Management, Inc., Los Angeles Superior Court Case No. 21STCV16625*
- *Ronak Garg v. Providence Medical Associates, Inc. Los Angeles Superior Court Case No. 22STCV03368*
- *Eric Giannini v. C3.AI, Inc., San Mateo Superior Court Case No. 20-CIV-03518*
- *Maria Magdalena Gomez v. Bel Aire Bridal, Inc., Los Angeles Superior Court Case No. 21STCV27188*
- *Justin Haller v. Empire Sportsmens Association, Stanislaus Superior Court Case No. CV-20-003771*
- *Eric Hardie v. Mattel, Inc., Los Angeles Superior Court Case No. 21STCV11096*

- *Brenda Hayden vs. Aftermath Services, LLC, Sacramento Superior Court Case No. 34-2020-00287716-CU-OE-GDS*
- *Courtney Haynes vs. The GAP, Inc., Fresno Superior Court Case No. 21CECG02615*
- *Alonza Hogan v. East West Bank, Los Angeles Superior Court Case No. 21STCV06085*
- *Chad Hooper v. Vizio, Inc., Orange Superior Court Case No. 30-2020-01144007-CU-OE-CXC*
- *Ghufran Khan v. Atlas Air, Inc., Los Angeles Superior Court Case No. 20STCV40478*
- *James Legare v. Lebo Automotive, Inc. Los Angeles Superior Court Case No. 20STCV03227*
- *Blanca Machain v. SST Senior Care, LLC Contra Costa Superior Court Case No. MSC20-00204*
- *Cheyenne Mallas v. Alexander Rivkin, MD, Inc. Los Angeles Superior Court Case No. 21STCV21726*
- *Charlie Meas v. Excel Test Prep Alameda Superior Court Case No. HG19027287*
- *Ashli Morris v. Kids Overcoming, LLC Alameda Superior Court Case No. HG20064207*
- *Sharon Park v. American Contractors Indemnity Company Los Angeles Superior Court Case No. 22STCV03555*
- *Sabina Pacheco v. Boghosian Raisin Packing Company, Inc. Fresno Superior Court Case No. 21CECG01460*
- *Fernando Pereyra v. Maverick Aerospace, LLC Los Angeles Superior Court Case No. 20STCV29642*
- *Jason Pina v. Marmol Radziner Los Angeles Superior Court Case No. 20STCV15899*
- *Natalie Randazzo v. BCSF, Inc. San Francisco Superior Court Case No. CGC-20-585430*
- *Geovanni Romero v. The Nu Paradigm House, LLC Los Angeles Superior Court Case No. 21STCV35414*
- *Gabriela Ruiz v. Cotton Citizen, Inc. Los Angeles Superior Court Case No. 21STCV18414*
- *Issa Sakhel v. One World Beef LLC San Diego Superior Court Case No. 37-2021-00043571-CU-OE-NC*
- *Shwon Sasani v. So Cal Plumbing Heating & Air Conditioning, LLC Los Angeles Superior Court Case No. 20STCV29787*

- *Richard Ward v. Miller-Jones Mortuary & Crematory Riverside Superior Court Case No. RIC2002589*
- *Ryan Wiederspahn v. Auto Company XIX, Inc. Orange Superior Court Case No. 30-2021-01184615-CU-OE-CJC*
- *Andres Yaya v. Gardena Hospital LP Los Angeles Superior Court Case No. 21STCV14021*
- *Andres Yaya v. Quest Diagnostics Clinical Laboratories, Inc. Los Angeles Superior Court Case No. 20STCV44461*
- *Andrew Yousif v. El Cajon Motors San Diego Superior Court Case No. 37-2021-00033363-CU-OE-NC*
- *Christina Zamora v. Fresno Community Hospital Medical Center Fresno Superior Court Case No. 20CECG01220*
- *Luz Padilla v. Joseph D. Ryan Los Angeles Superior Court Case No. 19STCV31003*

EXHIBIT B



3511 CAMINO DEL RIO SOUTH, SUITE 101
SAN DIEGO, CA 92108
PHONE: (619) 535-1893
WWW.LURTZLEGAL.COM

November 21, 2019

FILED VIA LWDA'S PAGA CLAIM NOTICE ONLINE FORM

COPY SENT VIA U.S. CERTIFIED MAIL TO:

Young K. Chong
Agent for Service of Process
Calop Business Systems, Inc.
1134 Garland Way
Corona, California 92879

Young K. Chong
Calop Business Systems, Inc.
5250 W. Century Blvd., Ste. 614
Los Angeles, California 90045

RE: *Allan Castaneto v. Calop Business Systems, Inc., et al.*
California Labor Code Code § 2699.3 – Notice of Intent to File Suit

Dear PAGA Administrator:

We represent Allan Castaneto ("Plaintiff") and he seeks to commence a civil action pursuant to the Private Attorneys General Act of 2004 ("PAGA") against Calop Business Systems, Inc. *dba* Calop Aeroground Services (hereinafter, "Defendant") to recover civil penalties on behalf of the State of California and "aggrieved employees" for Labor Code violations. (*See generally* Cal. Lab. Code § 2698 *et seq.*) The "aggrieved employees" are all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California. The purpose of this letter is to identify the Labor Code violations at issue and the facts and theories supporting the violations.¹

¹ This letter further reserves every right by Plaintiff to amend this notice to include, amend, or add further charges upon discovery of violations of any of the provisions of the California Labor Code. In addition, to the extent that entities and/or other individuals are named and charged with violations of the Labor Code—making them liable on an individual basis per Labor Code sections such as 558, 558.1, and 1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue. Amendments shall relate back to the date of this Notice.

Defendants have employed Plaintiff as an hourly-paid, non-exempt employee in the State of California since December 2018. Throughout Plaintiff's employment Defendant has violated and continues to violate the Labor Code by engaging in conduct such as not paying Plaintiff and other aggrieved employees for all hours worked, including all overtime hours worked and/or at the correct overtime rate; not providing timely and uninterrupted meal and rest periods or premium compensation in lieu thereof; not providing accurate itemized wage statements; failing to timely pay all wages due and owing during employment and, upon information and belief, at the time of termination; and failing to reimburse reasonable business expenses. Based on this and other conduct described herein, Defendant has violated and/or continues to violate California Labor Code sections 201, 202, 204, 221-223, 226, 226.7, 432.5, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, 1199, 2800 and 2802, and applicable IWC Wage Orders. These violations subject Defendant to civil penalties as set forth in (1) the forgoing statutes and (2) California Labor Code sections 203, 210, 225.5, 226.3, 256, 558, 558.1, 1174.5, 1194.2, 1197.1, and 2699, and (3) applicable IWC Wage Orders.

I. Defendants Violated/Violate Labor Code §§ 510 and 1198

California law mandates that employers pay employees at least minimum wage for all time worked. California law requires that an overtime premium be paid at one and one-half times an employee's regular rate of pay for all hours worked in excess of eight (8) hours in a day, forty (40) hours in a week, and for the first eight (8) hours on the seventh consecutive day of work. (Cal. Lab. Code § 510.) An overtime premium must be paid at twice the regular rate of pay for all hours worked in excess of twelve (12) hours in a day and for all hours in excess of eight (8) hours on the seventh consecutive day of work. (Cal. Lab. Code § 511(b).)

Here, Plaintiff and other aggrieved employees often worked in excess of 8 and 12 hours in a day and 40 hours in a week and, thus, were entitled to receive overtime compensation. But Plaintiff and aggrieved employees were not paid for all overtime hours worked and/or at the appropriate overtime rate. Upon information and belief, Defendant paid for hours in excess of 8 and 12 hours in a day at Plaintiff and other aggrieved employees' standard hourly rate and did not apply an overtime premium, resulting in significant underpayment of wages. Defendant further required Plaintiff and other aggrieved employees to work through off-duty meal periods for which they were not compensated.

II. Defendants Violated/Violate Labor Code Sections 512 and 226.7

Employers must provide a meal period of at least thirty (30) minutes to employees who work more than five (5) hours in a workday, and an additional meal period of at least thirty (30) minutes if the employee works ten (10) hours or more in a single workday absent a written on-duty meal period agreement waiver. (Cal. Labor. Code § 512(a).) Employers must also authorize and permit rest breaks for non-exempt employees of ten (10) minutes for every four (4) hours worked or major fraction thereof. No employer may require an employee to work during a meal or rest break. An employer who fails to provide meal and rest breaks must pay the employee for one additional hour of pay at the employee's regular rate of pay for each work day that a meal or rest break was not provided. (Cal. Labor. Code § 226.7.)

Here, Defendant did not provide Plaintiff and aggrieved employees with timely uninterrupted meal and rest periods. Plaintiff and other aggrieved employees often worked in excess of 8 and 12 hours in a workday, but were only provided maybe one meal and rest period when they should have received not less than 2 meal periods and 3 rest periods. Moreover, meal and rest periods were often interrupted with pressure to continue working. Defendants required Plaintiff and other aggrieved employees to work through their meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, inter alia, short,

late, interrupted, and missed meal and rest periods. Further, upon information and belief, Defendant recorded meal periods for Plaintiff and aggrieved employees to make it appear that Plaintiff and aggrieved employees received timely uninterrupted breaks when they in fact did not receive such breaks.

III. Defendants Violated/Violate Labor Code Section 204

Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

Here, Defendant failed to pay Plaintiff and other aggrieved employees all wages due to them within any time period specified by Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

IV. Defendants Violated/Violate Labor Code Sections 201, 202, 203

If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Moreover, if an employer willfully fails to pay any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty for up to 30 days. (Lab. Code § 203.)

Here, upon information and belief, Defendant failed to pay all aggrieved employees all wages due within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

V. Defendants Violated/Violate Labor Code Sections 226(a) and 226.3

Labor Code section 226(a) obligates employers, semi-monthly or at the time of each payment to furnish an itemized wage statement providing information including, but not limited to: gross wages earned; total hours worked by the employee; all deductions; net wages earned; the inclusive dates of the period for which the employee is paid; the name and address of the legal entity that is the employer; and all applicable hourly rates in effect during the pay period and the corresponding number of hours at each hourly rate by the employee.

Here, given Defendant's failure to pay Plaintiff and all aggrieved employees for all hours worked and all overtime hours worked and/or at the appropriate regular rate, and Defendant's failure to provide proper meal and rest periods as detailed above, the wage statements issued by Defendant failed to reflect the correct amount of gross wages earned, total hours worked, net wages earned, or the applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate in violation of Labor Code § 226(a)(1), (2), (5) and (9). Plaintiff is therefore an aggrieved employee within the meaning of PAGA and Defendants have violated Labor Code § 226(a)(1), (2), (5) and (9) with respect to Plaintiff and all aggrieved employees.

VI. Defendants Violated/Violate Labor Code Section 1174(d)

Employers must keep “at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.” (Labor Code § 1174(d).)

Here, Defendant has failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Plaintiff and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

VII. Defendants Violated/Violate Labor Code Sections 1194, 1197 and 1197.1

No employee shall be paid less than the applicable minimum wage or the applicable legal overtime compensation. Payment of a lesser wage is unlawful. During the relevant time period, as described herein, Defendant did not provide Plaintiff and other aggrieved employees with the minimum and overtime wages to which they were to.

VIII. Defendants Violated/Violate Labor Code Section 223

California Labor Code section 223 makes it unlawful for an employer to secretly pay wages lower than required by statute while purporting to pay legal wages. As discussed above, Defendant willfully and systematically denied Plaintiff and other aggrieved employees minimum and overtime wage compensation for all hours worked which resulted in the payment of less than statutorily required wages to them. Defendant acted with the intent to deprive them of statutory wages, including, but not limited to, overtime wages and minimum wages, to which they were entitled to under California law. Thus, Defendant paid Plaintiff and other aggrieved employees lower wages than those they were entitled to while purporting that Plaintiff and other aggrieved employees were properly paid.

IX. Defendants Violated/Violate Labor Code Sections 2800 and 2802

Employers must indemnify employees for all necessary expenditures or losses incurred by the employees in direct consequence of the discharge of their duties, or their obedience to the directions of the employer. (Lab. Code § 2802.) Here, Plaintiff and aggrieved employees incurred expenses in direct consequence of the discharge of their duties, including, but not limited having to purchase uniforms and other company and/or business apparel for work. Defendant has not reimbursed Plaintiff and aggrieved employees for these and other expenses.

CONCLUSION

Therefore, on behalf of all aggrieved employees, Plaintiff seeks all applicable civil penalties arising out of the above-referenced wage and hour violations, or which could be assessed and collected by the Labor and Workforce Development Agency (“LWDA”), for violations of the California Labor Code. PAGA establishes that each labor violation results in a separate civil penalty, for each aggrieved employee, for each pay period during which the statutory provisions were violated.

November 21, 2019

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We are amenable and encourage attempts to negotiate an early resolution of all matters where possible and beneficial to the aggrieved class of employees. If Defendant is interested in attempting to resolve this matter, please contact me or have your lawyer contact me on or before January 25, 2020 so that we can discuss an informal discovery plan and the possibility of early mediation. If we do not hear from you on or before the foregoing date we will proceed with this matter with the understanding that Defendant does not wish to engage in early resolution efforts.

Thank you for your time and attention to this matter. If you have any questions or require additional information, please do not hesitate to contact us.

Best regards,

LURTZ LEGAL

A handwritten signature in black ink, appearing to read 'M. R. Lurtz', is written over a horizontal line.

Marshall R. Lurtz

Cc: (By U.S. Mail — Under Separate Cover with Filing Fee Enclosed)

Department of Industrial Relations Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, California 94102

EXHIBIT C

EXPENSE	STATUS	DATE ↓	PRICE	TOTAL	QTY	BILLED BY
Postage Mass Mailer	BILLABLE	6/3/2022	\$0.58	\$96.28	166	JV
Postage Vista Print Envelopes	BILLABLE	6/3/2022	\$79.30	\$79.30	1	JV
Courtfees DDS E-Filing Fees: Notice of Ruling Trial Settlement Conference	BILLABLE	1/28/2022	\$34.15	\$34.15	1	JV
Courtfees Los Angeles Superior Court: Download Fees	BILLABLE	1/14/2022	\$5.80	\$5.80	1	AA
Courtfees DDS E-Filing Fees: Proposed Order Cover Sheet	BILLABLE	12/22/2021	\$34.15	\$34.15	1	JV
Courtfees DDS E-Filing Fees: Case Management Statement	BILLABLE	11/15/2021	\$34.15	\$34.15	1	JV
Courtfees DDS E-Filing Fees: Plaintiff's Opposition to Def's Mx for Judgement Declaration of May To Pl's Request for Judicial Notice	BILLABLE	10/28/2021	\$34.15	\$34.15	1	JV
Courtfees DDS E-Filing Fees: Stipulation and Protective Order	BILLABLE	9/10/2021	\$117.70	\$117.70	1	JV

EXPENSE	STATUS	DATE	PRICE	TOTAL	QTY	BILLED BY
Courtfees DDS E-Filing Fees: Joint Statement	BILLABLE	7/6/2021	\$34.15	\$34.15	1	JV
Courtfees Jury Fees	BILLABLE	2/28/2020	\$151.75	\$151.75	1	AA
Courtfees One Legal Filing Fees: Notice of Attachment	BILLABLE	2/3/2020	\$9.95	\$9.95	1	AA
Courtfees Filing Fees: Complaint, Summons, Civil Case Cover Sheet	BILLABLE	1/30/2020	\$436.75	\$436.75	1	AA
				\$1,068.28 USD		