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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

ASHLEY SIMPSON, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

CHOICE HOMECARE, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 19STCV20172

Honorable Kenneth R. Freeman
Department SSC14

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date:	March 30, 2021
Time:	10:00 a.m.
Department:	SSC14

Complaint Filed:	June 11, 2019
FAC Filed:	October 11, 2019
SAC Filed:	December 30, 2019
Trial Date:	None Set

1 This matter has come before the Honorable Kenneth R. Freeman in Department SSC14 of
2 the Superior Court of the State of California, for the County of Los Angeles, on March 30, 2021 at
3 10:00 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers for
4 Justice, PC appears as counsel for Plaintiff Ashley Simpson ("Plaintiff"), individually and on behalf
5 of all others similarly situated and other aggrieved employees, and Legally Nanny® and Barritt Smith
6 Miner LLP appear as counsel for Defendant Choice Home Care, Inc. ("Defendant").

7 The Court, having carefully considered the papers, argument of counsel, and all matters
8 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
9 Preliminary Approval of Class Action Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Settlement and Release Agreement
12 ("Settlement," "Agreement," or "Settlement Agreement"), attached as "EXHIBIT A" to the
13 Declaration of Edwin Aiwarzian in Support of Plaintiff's Motion for Preliminary Approval of Class
14 Action Settlement. This is based on the Court's determination that the Settlement falls within the
15 range of possible approval as fair, adequate, and reasonable.

16 2. This Order incorporates by reference the definitions in the Settlement Agreement,
17 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
18 Settlement Agreement.

19 3. The Court hereby grants Plaintiff leave to file the [Proposed] Third Amended
20 Complaint for Damages and Enforcement under the Private Attorneys General Act, California Labor
21 Code § 2698, Et. Seq. ("Third Amended Complaint") which is attached hereto as "**EXHIBIT 1.**"
22 The Third Amended Complaint shall be deemed filed as of the date of the entry of this Order, and
23 shall be the operative complaint in the action for purpose of Settlement, including the release of
24 claims. The Third Amended Complaint and all allegations and causes pleaded therein shall be
25 deemed denied by Defendant, and each of them, without the necessity of Defendants filing an
26 answer to the Third Amended Complaint or any other pleading in the action. In the event that the
27 Settlement does not become final for any reason, the Third Amended Complaint shall be *void ab*
28

1 *initio* and the Second Amended Class Action Complaint for Damages shall be the operative
2 complaint for all purposes unless otherwise ordered by the Court.

3 4. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
4 and reasonable. It appears to the Court that extensive investigation and research have been
5 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
6 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
7 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
8 further prosecution of the case. It further appears that the Settlement has been reached as the result
9 of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

10 5. The Court preliminarily finds that the Settlement, including the allocations for the
11 Attorneys' Fees and Costs, Enhancement Award, LWDA Payment, Administration Costs, and
12 payments to the Settlement Class Members provided thereby, appear to be within the range of
13 reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed,
14 the Court has reviewed the monetary recovery that is being granted as part of the Settlement and
15 preliminarily finds that the monetary settlement awards made available to the Class Members are
16 fair, adequate, and reasonable when balanced against the probable outcome of further litigation
17 relating to certification, liability, and damages issues.

18 6. The Court concludes that, for settlement purposes only, the proposed Class meets
19 the requirements for certification under section 382 of the California Code of Civil Procedure in
20 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
21 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
22 community of interest amongst the members of the Class with respect to the subject matter of the
23 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
24 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
25 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
26 Counsel is qualified to act as counsel for Plaintiff in her individual capacity and as the representative
27 of the Class.

1 7. The Court conditionally certifies, for settlement purposes only, the Class, defined as
2 follows:

3 All hourly non-exempt individuals who worked for Defendant from June 11, 2015
4 through the date on which the Court enters this Order.

5 8. The Court provisionally appoints Lawyers for Justice, PC as counsel for the Class
6 (“Class Counsel”).

7 9. The Court provisionally appoints Plaintiff Ashley Simpson as the representative of
8 the Class (“Class Representative”).

9 10. The Court provisionally appoints Simpluris, Inc. (“Simpluris”) to handle the
10 administration of the Settlement (“Settlement Administrator”).

11 11. Within fourteen (14) calendar days of the date of this Order, Defendant shall provide
12 the Settlement Administrator with the following information about each Class Member Class
13 Member’s full name; last known mailing address; Social Security Number; number of Qualifying
14 Workweeks; and any and all information necessary to verify the number of Qualifying Workweeks
15 (collectively referred to as the “Class List”) in conformity with the Settlement Agreement.

16 12. The Court approves, both as to form and content, the Notice of Proposed Settlement
17 and Final Approval Hearing (“Class Notice”) attached hereto as **“EXHIBIT 2.”** The Class Notice
18 shall be provided to Class Members in the manner set forth in the Settlement Agreement. The Court
19 finds that the Class Notice appears to fully and accurately inform the Class Members of all material
20 elements of the Settlement, of Class Members’ right to be excluded from the Settlement by
21 submitting an opt out request, of Class Members’ right to dispute the Qualified Workweeks credited
22 to each of them, and of each Settlement Class Member’s right and opportunity to object to the
23 Settlement by submitting an Objection to the Settlement Administrator. The Court further finds that
24 distribution of the Class Notice substantially in the manner and form set forth in the Settlement
25 Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this
26 Order, meet the requirements of due process and shall constitute due and sufficient notice to all
27 persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class
28 Notice by First-Class U.S. mail to all Class Members within seven (7) calendar days of receipt of

the Class List, pursuant to the terms set forth in the Settlement Agreement.

13. The Court hereby preliminarily approves the proposed procedure, set forth in the Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may choose to be excluded from the Settlement by submitting a timely written opt out request in conformity with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked no later than the date which is forty-five (45) calendar days from the initial mailing of the Class Notice to Class Members (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline will be the later of either fifteen (15) calendar days from the date of the re-mailing or the original forty-five (45) calendar day deadline. Any such person who timely and validly chooses to opt out of, and be excluded from, the Settlement will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment thereon. Class Members who have not submitted a timely and valid request to be excluded from the Settlement (i.e., Settlement Class Member) shall be bound by the Settlement Agreement and any final judgment based thereon.

14. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department SSC14 of the Los Angeles County Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members; and determine whether to finally approve the requests for the Attorneys' Fees and Costs, Enhancement Award, and Administration Costs.

15. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys' Fees and Costs, Enhancement Award, and Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration, by _____, to be heard

1 at the Final Approval Hearing.

2 16. To object to the Settlement, a Class Member must submit their Objection with the
3 Settlement Administrator on or before the Response Deadline. The Objection must be signed and
4 must contain the information that is required, as set forth in the Class Notice, including and not
5 limited to the grounds for the objection.

6 17. The Settlement is not a concession or admission, and shall not be used against
7 Defendant as an admission or indication with respect to any claim of any fault or omission by
8 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
9 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
10 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
11 deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to,
12 evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,
13 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
14 implementation, interpretation, or enforcement of the Settlement.

15 18. In the event the Settlement does not become effective in accordance with the terms
16 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
17 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
18 vacated, and the Parties shall revert back to their respective positions as of before entering into the
19 Settlement Agreement.

20 19. The Court reserves the right to adjourn or continue the date of the Final Approval
21 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
22 Members, and retains jurisdiction to consider all further applications arising out of or connected with
23 the Settlement.

24 **IT IS SO ORDERED.**

25 Dated: _____

By:

The Honorable Kenneth R. Freeman
Judge of the Superior Court

EXHIBIT 1

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

ASHLEY SIMPSON, individually, and on
behalf of other members of the general public
similarly situated, and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

CHOICE HOMECARE, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 19STCV20172

Honorable Kenneth R. Freeman
Department SSC14

**[PROPOSED] THIRD AMENDED CLASS
ACTION COMPLAINT FOR DAMAGES
& ENFORCEMENT UNDER THE
PRIVATE ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE § 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (8) Violation of California Business & Professions Code §§ 17200, et seq.;
- (9) Violation of California Labor Code § 2698, et seq. (California Labor Code Private Attorneys General Act of 2004);
- (10) Violation of Fair Labor Standards Act, 29 U.S.C. § 207 (Unpaid Overtime);

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff ASHLEY SIMPSON (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Los Angeles. The majority of acts and omissions alleged herein relating to Plaintiff and the other class members took place in the State of California, including the County of Los Angeles. At all relevant times, Defendant maintained its headquarters/“nerve center” within the State of California, County of Los Angeles.

PARTIES

5. Plaintiff ASHLEY SIMPSON is an individual residing in the State of California, County of Los Angeles.

6. Defendant CHOICE HOMECARE, INC., at all times herein mentioned, was and is, upon information and belief, a California corporation and, at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the

County of Los Angeles.

7. At all relevant times, Defendant CHOICE HOMECARE, INC. was the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

8. At all times herein relevant, Defendants CHOICE HOMECARE, INC. and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

9. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sue said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff and the other class members as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

10. Defendant CHOICE HOMECARE, INC. and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

11. Plaintiff further alleges that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the other class members so as to make each of said Defendants employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

12. Plaintiff bring this action on her own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California

Code of Civil Procedure section 382.

13. The proposed class is defined as follows:

All current and former hourly-paid employees misclassified as “exempt” who worked for any of the Defendants within the State of California at any time during the period from June 11, 2015 to final judgment.

14. Plaintiff reserves the right to establish subclasses as appropriate.

15. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants’ employment records.

b. Typicality: Plaintiff’s claims are typical of all other class members’ as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom she has a well-defined community of interest.

c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff’s attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys’ fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

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d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.

e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

16. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code and the Fair Labor Standards Act ("FLSA"), was willful;

b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;

c. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day, over forty (40) hours per week, and/or six (6) consecutive days per workweek and failed to pay the legally required overtime compensation, in accordance with the California Labor Code and FLSA, to Plaintiff and the other class members;

d. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest periods or required Plaintiff and the other class

- 1 members to work during meal and/or rest periods without compensation;
- 2 e. Whether Defendants failed to pay minimum wages to Plaintiff and the
- 3 other class members for all hours worked;
- 4 f. Whether Defendants failed to pay all wages due to Plaintiff and the other
- 5 class members within the required time upon their discharge or
- 6 resignation;
- 7 g. Whether Defendants failed to timely pay all wages due to Plaintiff and
- 8 the other class members during their employment;
- 9 h. Whether Defendants complied with wage reporting as required by the
- 10 California Labor Code; including, *inter alia*, section 226;
- 11 i. Whether Defendants kept complete and accurate payroll records as
- 12 required by the California Labor Code, including, *inter alia*, section
- 13 1174(d);
- 14 j. Whether Defendants failed to pay reporting time pay to Plaintiff and the
- 15 other class members;
- 16 k. Whether Defendants failed to reimburse Plaintiff and the other class
- 17 members for necessary business-related expenses and costs;
- 18 l. Whether Defendants' conduct was willful or reckless;
- 19 m. Whether Defendants engaged in unfair business practices in violation of
- 20 California Business & Professions Code section 17200, et seq.;
- 21 n. The appropriate amount of damages, restitution, and/or monetary
- 22 penalties resulting from Defendants' violation of California law; and
- 23 o. The appropriate amount of damages, restitution, and/or monetary
- 24 penalties resulting from Defendants' violation of California law and the
- 25 FLSA; and
- 26 p. Whether Plaintiff and the other class members are entitled to
- 27 compensatory damages pursuant to the California Labor Code.
- 28 ///

PAGA ALLEGATIONS

17. At all times herein set forth, PAGA was applicable to Plaintiff's employment by Defendants.

18. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

19. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by Defendants and the alleged violator and against whom one or more of the alleged violations were committed.

20. Plaintiff was employed by Defendants and the alleged violations were committed against her during her time of employment and she is, therefore, an aggrieved employee. Plaintiff and the other employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are current or former employees of Defendants, and one or more of the alleged violations were committed against them.

21. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

22. The aggrieved employee shall give written notice by certified mail (hereinafter "Employee's Notice") to the LWDA and the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

23. The LWDA shall provide notice (hereinafter "LWDA Notice") to the employer and the aggrieved employer by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee's Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65)

1 calendar days of the postmark date of the Employee's Notice, the aggrieved employee may
2 commence a civil action pursuant to California Labor Code section 2699 to recover civil
3 penalties in addition to any other penalties to which the employee may be entitled.

4 24. On August 4, 2020, Plaintiff provided written notice by certified mail to the
5 LWDA and to Defendants of the specific provisions of the California Labor Code alleged to
6 have been violated, including the facts and theories to support the alleged violations.
7 Therefore, the administrative prerequisites under California Labor Code section 2699.3(a) to
8 recover civil penalties against Defendants, in addition to other remedies, for violations of
9 California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 551, 552, 1174,
10 1194, 1197, 1197.1, 1198, 1454, 2800, and 2802, have been satisfied.

11 **GENERAL ALLEGATIONS**

12 25. At all relevant times set forth herein, Defendants employed Plaintiff and other
13 persons as hourly-paid or exempt employees within the State of California, including the
14 County of Los Angeles.

15 26. Defendants, jointly and severally, employed Plaintiff as an hourly-paid
16 employee in the position of "Caregiver," from approximately December 2015 to approximately
17 August 2017, in the State of California, County of Los Angeles. As a Caregiver, Plaintiff's job
18 duties included, but were not limited to, making grocery trips, picking up children from school,
19 assisting children with homework, shopping for clothes, cleaning houses, doing laundry,
20 washing dishes, and preparing meals.

21 27. Defendants hired Plaintiff and the other class members, misclassified them as
22 "exempt" from the applicable IWC Wage Order, and failed to compensate them for all hours
23 worked and short, late, interrupted, and/or missed meal periods and/or rest breaks.

24 28. Defendants had the authority to hire and terminate Plaintiff and the other class
25 members, to set work rules and conditions governing Plaintiff's and the other class members'
26 employment, and to supervise their daily employment activities.

27 29. Defendants exercised sufficient authority over the terms and conditions of
28 Plaintiff's and the other class members' employment for them to be joint employers of Plaintiff

1 and the other class members.

2 30. Defendants directly hired and paid wages and benefits to Plaintiff and the other
3 class members.

4 31. Defendants continue to employ hourly-paid employees misclassified as
5 “exempt” within the State of California.

6 32. Plaintiff and the other class members worked over eight (8) hours in a day, forty
7 (40) hours in a week, and/or over six (6) consecutive days in a workweek during their
8 employment with Defendants.

9 33. Plaintiff and the other class members worked over nine (9) hours in a day during
10 their employment with Defendants.

11 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid
13 employees within the State of California. This pattern and practice involved, *inter alia*,
14 misclassifying their positions as “exempt” employees when, in fact, they were “non-exempt”
15 employees according to California law and failing to pay them for all hours worked and for
16 short, late, interrupted, and/or missed meal periods and rest breaks, and failing to provide
17 reporting time pay in violation of California law.

18 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 knew or should have known that Plaintiff and the other class members were entitled to receive
20 certain wages for overtime compensation and that they were not receiving accurate overtime
21 compensation for all overtime hours worked.

22 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 knew or should have known that Plaintiff and the other class members were entitled to pay
24 equal to half the usual or scheduled day’s work in an amount no less than two (2) hours nor
25 more than four (4) hours at the employee’s regular rate of pay for each workday in which
26 Plaintiff and the other class members were required to report to work and were furnished less
27 than half the usual or scheduled day’s work.

28 ///

1 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and the other class members were entitled to pay
3 equal to no less than two hours at Plaintiff's and the other class members' regular rate of pay
4 for each day in which Plaintiff and the other class members were required to report for work a
5 second time in one workday and were furnished less than two hours of work on the second
6 reporting.

7 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 failed to provide Plaintiff and the other class members all required rest and meal periods during
9 the relevant time period as required under the Industrial Welfare Commission Wage Orders
10 and thus they are entitled to any and all applicable penalties.

11 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 failed to relieve Plaintiff and other class members of all duties, failed to relinquish control over
13 Plaintiff and the other class members' activities, failed to permit Plaintiff and the other class
14 members a reasonable opportunity to take, and impeded or discouraged them from taking thirty
15 (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work for
16 shifts lasting at least six (6) hours, and/or to take second thirty (30) minute uninterrupted meal
17 breaks no later than their tenth hour of work for shifts lasting more than ten (10) hours.

18 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 knew or should have known that Plaintiff and the other class members were entitled to receive
20 all meal periods or payment of one additional hour of pay at Plaintiff's and the other class
21 member's regular rate of pay when a meal period was short, late, interrupted, and/or missed,
22 and they did not receive all meal periods or payment of one additional hour of pay at Plaintiff's
23 and the other class member's regular rate of pay when a meal period was short, late,
24 interrupted, and/or missed. During the relevant time period, Plaintiff and the other class
25 members' meal periods were missed, shortened, late and/or interrupted because Defendants
26 required them to perform work duties. Plaintiff did not receive premium payments for meal
27 periods that were not provided.

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1 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 failed to provide, authorize, and permit Plaintiff and other class members take full,
3 uninterrupted, off-duty rest periods for every shift lasting three and one-half (3.5) to six (6)
4 hours and/or two full, uninterrupted, off-duty rest periods for every shift lasting six (6) to ten
5 (10) hours, and failed to make a good faith effort to authorize, permit, and provide such rest
6 breaks in the middle of each work period.

7 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that Plaintiff and the other class members were entitled to receive
9 all rest periods or payment of one additional hour of pay at Plaintiff's and the other class
10 member's regular rate of pay when a rest period was short, late, interrupted, and/or missed, and
11 they did not receive all rest periods or payment of one additional hour of pay at Plaintiff's and
12 the other class members' regular rate of pay when a rest period was short, late, interrupted,
13 and/or missed. During the relevant time period, Plaintiff's and the other class members' rest
14 periods were missed, short, late and/or interrupted because Defendants required them to
15 perform work duties during their purported rest periods. Plaintiff did not receive premium
16 payments for rest periods that were not authorized or permitted.

17 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 knew or should have known that Plaintiff and the other class members were entitled to receive
19 at least minimum wages for compensation and that they were not receiving at least minimum
20 wages for all hours worked. Defendants' failure to pay minimum wages included, *inter alia*.
21 Defendants' effective payment of zero dollars per hour for all hours Plaintiff and the other
22 class members worked off the clock performing work duties.

23 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 knew or should have known that Plaintiff and the other class members were entitled to receive
25 all wages owed to them upon discharge or resignation, including earned but unpaid overtime
26 and minimum wages, reporting time pay, and meal and rest period premiums, and they did not,
27 in fact, receive all such wages owed to them at the time of their discharge or resignation.

28 ///

1 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and the other class members were entitled to receive
3 all wages owed to them during their employment. Plaintiff and the other class members did
4 not receive payment of all wages, including earned but unpaid overtime wages, minimum
5 wages, reporting time pay, and meal and rest period premiums, within any time permissible
6 under California Labor Code section 204.

7 46. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that Plaintiff and the other class members were entitled to receive
9 complete and accurate wage statements in accordance with California law, but, in fact, they did
10 not receive complete and accurate wage statements from Defendants. The deficiencies
11 included, *inter alia*, the failure to include accurate the total number of hours worked by
12 Plaintiff and the other class members and the accurate net/gross wages earned.

13 47. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 knew or should have known that Defendants had to keep complete and accurate payroll records
15 for Plaintiff and the other class members in accordance with California law, but, in fact, did
16 not keep complete and accurate payroll records reflecting the accurate hours worked and the
17 accurate wages earned by Plaintiff and the other class members.

18 48. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 knew or should have known that Plaintiff and the other class members were entitled to
20 reimbursement for necessary business-related expenses, including but not limited to, the use of
21 personal phones and vehicles for business-related purposes. Plaintiff and the other class
22 members used their personal phones to communicate with supervisors and drove personal
23 vehicle to run errands for clients.

24 49. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 knew or should have known that they had a duty to compensate Plaintiff and the other class
26 members pursuant to California law, and that Defendants had the financial ability to pay such
27 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
28 represented to Plaintiff and the other class members that they were properly denied wages, all

1 in order to increase Defendants' profits.

2 50. During the relevant time period, Defendants failed to pay overtime wages to
3 Plaintiff and the other class members for all overtime hours worked. Plaintiff and the other
4 class members were required to work more than eight (8) hours per day, forty (40) hours per
5 week, and/or for the first eight (8) hours worked on the seventh day of work in a workweek
6 without overtime compensation at one-and-one-half times the regular rate for all overtime
7 hours worked.

8 51. During the relevant time period, Defendants failed to provide all requisite
9 uninterrupted meal and rest periods to Plaintiff and the other class members.

10 52. During the relevant time period, Defendants failed to pay Plaintiff and the other
11 class members at least minimum wages for all hours worked, including work performed off-
12 the-clock. For example, Plaintiff and the other class members performed work before and after
13 their scheduled shifts, during meal and rest breaks, and when a shift was cancelled for
14 purported tardiness.

15 53. During the relevant time period, Defendants failed to pay Plaintiff and the other
16 class members for half their usual or scheduled day's work, in an amount no less than two (2)
17 hours nor more than (4) hours, at Plaintiff and the other class members' regular rate of pay for
18 each workday in which Plaintiff and the other class members were required to report to work,
19 did report to work, and were not put to work or were furnished less than half of said
20 employee's usual or scheduled day's work.

21 54. During the relevant time period, Defendants failed to pay Plaintiff and the other
22 class members for two hours at Plaintiff's and the other class members' regular rate of pay for
23 each day in which Plaintiff and the other class members were required to report for work a
24 second time in one workday and were furnished less than two hours of work on the second
25 reporting.

26 55. During the relevant time period, Defendants failed to pay Plaintiff and the other
27 class members all wages owed to them upon discharge or resignation, including earned but
28 unpaid overtime and minimum wages and meal and rest period premiums.

56. During the relevant time period, Defendants failed to pay Plaintiff and the other class members all wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204, including earned but unpaid overtime and minimum wages and meal and rest period premiums.

57. During the relevant time period, Defendants failed to provide complete or accurate wage statements to Plaintiff and the other class members. The deficiencies included, *inter alia*, the failure to include the accurate total number of hours worked by Plaintiff and the other class members and the accurate net/gross wages earned.

58. During the relevant time period, Defendants failed to keep complete or accurate payroll records for Plaintiff and the other class members. The deficiencies included, *inter alia*, the failure to include the accurate total number of hours worked by Plaintiff and the other class members and the accurate net/gross wages earned.

59. During the relevant time period, Defendants failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs, including but not limited to, the use of personal phones and vehicles for business-related purposes.

60. During the relevant time period, Defendants failed to properly compensate Plaintiff and the other class members pursuant to California law in order to increase Defendants' profits.

61. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against CHOICE HOMECARE, INC. and DOES 1 through 100)

62. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 61, and each and every part thereof with the same force and effect as though fully set forth herein.

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63. California Labor Code section 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

64. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the other class members employed by Defendants, and working more than eight (8) hours in a day, more than forty (40) hours in a week, , and/or more than six (6) consecutive days in a workweek at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day up to and including twelve (12) hours, more than forty (40) hours in a week, or the first eight (8) hours worked on the seventh day in a workweek.

65. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and the other class members overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

66. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

67. California Labor Code section 1454 requires domestic work employees who are personal attendants to be compensated at a rate of 1.5x their regular rate of pay for all hours worked over 9 in any workday and for all hours worked more than 45 hours in the workweek. (Lab. Code §§ 1454). A “domestic work employee” is defined as “an individual who performs domestic work and includes live-in domestic work employees and personal attendants.” (Lab. Code §§ 1451)(b)(1).

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68. During the relevant time period, Plaintiff and the other class members worked in excess of eight (8) hours in a day, in excess of forty (40) hours in a week, and/or in excess of six (6) consecutive days in a workweek, including performing work duties off-the-clock including, but not limited to, making grocery trips, picking up children from school, assisting children with homework, shopping for clothes, cleaning houses, doing laundry, washing dishes, and preparing meals.

69. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff and the other class members. Plaintiff and the other class members did not receive overtime compensation at one-and-one-half times the regular hourly rate for all hours spent performing job duties in excess of eight (8) hours in a day or forty (40) hours in a week.

70. During the relevant time period, Defendant regularly required Plaintiff and the other class members to work over nine (9) hours per day but did not pay overtime compensation for that time worked.

71. Defendants' failure to pay Plaintiff and the other class members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

72. Pursuant to California Labor Code section 1194, Plaintiff and the other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against CHOICE HOMECARE, INC. and DOES 1 through 100)

73. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 72, and each and every part thereof with the same force and effect as though fully set forth herein.

74. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and the other class members' employment by

Defendants.

75. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

76. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

77. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

78. During the relevant time period, Plaintiff and the other class members who were scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

79. During the relevant time period, Plaintiff and the other class members who were scheduled to work for a period of time in excess of six (6) hours were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

80. During the relevant time period, Plaintiff and the other class members' meal periods were missed, shortened, late, and/or interrupted because Defendants required them to

perform work duties including, but not limited to, making grocery trips, picking up children from school, assisting children with homework, shopping for clothes, cleaning houses, doing laundry, washing dishes, and preparing meals.

81. As a result, Defendants failed to relieve Plaintiff and the other class members of all duties, failed to relinquish control over Plaintiff and the other class members' activities, failed to permit Plaintiff and the other class members a reasonable opportunity to take, and impeded or discouraged them from taking thirty (30) minute uninterrupted meal periods no later than the end of their fifth hour of work for shifts lasting at least six (6) hours, and/or to take second thirty (30) minute uninterrupted meal periods no later than their tenth hour of work for shifts lasting more than ten (10) hours.

82. During the relevant time period, Defendants intentionally and willfully required Plaintiff and the other class members to work during meal periods and failed to compensate Plaintiff and the other class members the full meal period premium for work performed during meal periods.

83. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full meal period premium due pursuant to California Labor Code section 226.7.

84. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

85. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against CHOICE HOMECARE, INC. and DOES 1 through 100)

86. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 85, and each and every part thereof with the same force and effect as though fully set

1 forth herein.

2 87. At all times herein set forth, the applicable IWC Wage Order and California
3 Labor Code section 226.7 were applicable to Plaintiff's and the other class members'
4 employment by Defendants.

5 88. At all relevant times, California Labor Code section 226.7 provides that no
6 employer shall require an employee to work during any rest period mandated by an applicable
7 order of the California IWC.

8 89. At all relevant times, the applicable IWC Wage Order provides that "[e]very
9 employer shall authorize and permit all employees to take rest periods, which insofar as
10 practicable shall be in the middle of each work period" and that the "rest period time shall be
11 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
12 hours or major fraction thereof" unless the total daily work time is less than three and one-half
13 (3 ½) hours.

14 90. During the relevant time period, Defendants required Plaintiff and other class
15 members to work four (4) or more hours without authorizing or permitting a ten (10) minute
16 rest period per each four (4) hour period worked.

17 91. During the relevant time period, Plaintiff's and the other class members' rest
18 periods were missed, short, late and/or interrupted because Defendants required them to
19 perform work duties during their purported rest periods, including, but not limited to, making
20 grocery trips, picking up children from school, assisting children with homework, shopping for
21 clothes, cleaning houses, doing laundry, washing dishes, and preparing meals.

22 92. As a result, Defendants failed to provide, authorize, or permit Plaintiff and the
23 other class members to take a full, uninterrupted, off-duty rest period for every shift lasting
24 three and one-half (3.5) to six (6) hours and/or two full, uninterrupted, off-duty rest periods for
25 every shift lasting six (6) to ten (10) hours, and failed to make a good faith effort to authorize,
26 permit, and provide such rest breaks in the middle of each work period.

27 93. During the relevant time period, Defendants willfully required Plaintiff and the
28 other class members to work during rest periods and failed to pay Plaintiff and the other class

members the full rest period premium for work performed during rest periods.

94. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7

95. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

96. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

(Against CHOICE HOMECARE, INC. and DOES 1 through 100)

97. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 96, and each and every part thereof with the same force and effect as though fully set forth herein.

98. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

99. During the relevant time period, Defendants failed to pay minimum wage to Plaintiff and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1.

100. During the relevant time period, Plaintiff and the other class members were required to perform job duties off-the-clock, including, but not limited to, making grocery trips, picking up children from school, assisting children with homework, shopping for clothes, cleaning houses, doing laundry, washing dishes, and preparing meals. Further, Plaintiff and the other class members performed work before and after their scheduled shifts, during meal and rest breaks, and when a shift was cancelled for purported tardiness.

101. During the relevant time period, Plaintiff and the other class members were not compensated at the minimum wage for the time they spent performing job duties off the clock.

102. Defendants' failure to pay Plaintiff and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

103. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

104. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

(Against CHOICE HOMECARE, INC. and DOES 1 through 100)

105. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 104, and each and every part thereof with the same force and effect as though fully set forth herein.

106. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that 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.

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1 107. During the relevant time period, Plaintiff and the other class members were
2 required to perform job duties off-the-clock, including, but not limited to making grocery trips,
3 picking up children from school, assisting children with homework, shopping for clothes,
4 cleaning houses, doing laundry, washing dishes, and preparing meals.

5 108. During the relevant time period, Plaintiff and the other class members were not
6 compensated at the minimum wage for the time they spent performing job duties off the clock.

7 109. During the relevant time period, Plaintiff and the other class members were not
8 paid overtime wages owed to them for all the time they spent performing job duties off the
9 clock in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8)
10 hours worked on the seventh day of work.

11 110. During the relevant time period, Plaintiff and the other class members' meal
12 periods were missed, short, late, and/or interrupted because Defendant required them to
13 perform work duties, including, but not limited to, making grocery trips, picking up children
14 from school, assisting children with homework, shopping for clothes, cleaning houses, doing
15 laundry, washing dishes, and preparing meals.

16 111. During the relevant time period, Plaintiff and the other class members' rest
17 periods were missed, short, late, and/or interrupted because Defendant required them to perform
18 work duties, including, but not limited to, making grocery trips, picking up children from school,
19 assisting children with homework, shopping for clothes, cleaning houses, doing laundry,
20 washing dishes, and preparing meals.

21 112. During the relevant time period, Plaintiff and the other class members were not
22 paid the full meal period premium for work performed during meal periods, which were due
23 pursuant to California Labor Code section 226.7.

24 113. During the relevant time period, Plaintiff and other class members were not paid
25 the full rest period premium for work performed during rest periods, which were due pursuant
26 to California Labor Code section 226.7.

27 114. As a result, during the relevant time period, Plaintiff and the other class
28 members did not receive all of their wages, earned and unpaid, within seventy-two (72) hours

1 of leaving Defendants' employ.

2 115. During the relevant time period, Defendants intentionally and willfully failed to
3 pay Plaintiff and the other class members who are no longer employed by Defendants their
4 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

5 116. Defendants' failure to pay Plaintiff and the other class members who are no
6 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)
7 hours of their leaving Defendants' employ, is in violation of California Labor Code sections
8 201 and 202.

9 117. California Labor Code section 203 provides that if an employer willfully fails to
10 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee
11 shall continue as a penalty from the due date thereof at the same rate until paid or until an
12 action is commenced; but the wages shall not continue for more than thirty (30) days.

13 118. Plaintiff and the other class members are entitled to recover from Defendants the
14 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
15 pursuant to California Labor Code section 203.

16 **SIXTH CAUSE OF ACTION**

17 **(Violation of California Labor Code § 226(a))**

18 **(Against CHOICE HOMECARE, INC. and DOES 1 through 100)**

19 119. Plaintiff incorporates by reference the allegations contained in paragraphs 1
20 through 118, and each and every part thereof with the same force and effect as though fully set
21 forth herein.

22 120. At all material times set forth herein, California Labor Code section 226(a)
23 provides that every employer shall furnish each of his or her employees an accurate itemized
24 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
25 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
26 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of
27 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
28 inclusive dates of the period for which the employee is paid, (7) the name of the employee and

his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

121. Defendants have intentionally and willfully failed to provide Plaintiff and the other class members with complete and accurate wage statements. The deficiencies include, but are not limited to: the failure to include the total number of hours worked by Plaintiff and the other class members. Because Plaintiff's and the other class members' wage statements did not reflect this information, Plaintiff and the other class members were unable to determine the total amount they were owed, and were unable to verify they were paid the proper amount. In order to determine how much Plaintiff and the other class members would have had to engage in discovery and mathematical computations in order to reconstruct the missing information.

122. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

123. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

124. Plaintiff and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

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SEVENTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against CHOICE HOMECARE, INC. and DOES 1 through 100)

125. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 124, and each and every part thereof with the same force and effect as though fully set forth herein.

126. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

127. Plaintiff and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants, including the use of personal phones and vehicles for business-related purposes.

128. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs.

129. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

EIGHTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)

(Against CHOICE HOMECARE, INC. and DOES 1 through 100)

130. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 129, and each and every part thereof with the same force and effect as though fully set forth herein.

131. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff seek to enforce important rights affecting the public

1 interest within the meaning of Code of Civil Procedure section 1021.5.

2 132. Defendants' activities as alleged herein are violations of California law, and
3 constitute unlawful business acts and practices in violation of California Business &
4 Professions Code section 17200, et seq.

5 133. A violation of California Business & Professions Code section 17200, et seq.
6 may be predicated on the violation of any state or federal law. In this instant case, Defendants'
7 policies and practices of requiring employees, including Plaintiff and the other class members,
8 to work overtime and to report to work without paying them proper compensation violate
9 California Labor Code sections 510 and 1198. Additionally, Defendants' policies and
10 practices of requiring employees, including Plaintiff and the other class members, to work
11 through their meal and rest periods without paying them proper compensation violate
12 California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing
13 to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1.
14 Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and the
15 other class members violate California Labor Code sections 201, 202 and 204. Defendants
16 also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

17 134. As a result of the herein described violations of California law, Defendants
18 unlawfully gained an unfair advantage over other businesses.

19 135. Plaintiff and the other class members have been personally injured by
20 Defendants' unlawful business acts and practices as alleged herein, including but not
21 necessarily limited to the loss of money and/or property.

22 136. Pursuant to California Business & Professions Code sections 17200, et seq.,
23 Plaintiff and the other class members are entitled to restitution of the wages withheld and
24 retained by Defendants during a period that commences June 11, 2015 ; an award of attorneys'
25 fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws;
26 and an award of costs.

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NINTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2698, et seq.)

(Against CHOICE HOMECARE, INC. and DOES 1 through 100)

137. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 136, and each and every part thereof with the same force and effect as though fully set forth herein.

138. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

139. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

140. Plaintiff and the other hourly-paid or non-exempt employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Overtime

141. Defendants’ failure to pay legally required overtime wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 510 and 1198.

Failure to Provide Meal Periods

142. Defendants’ failure to provide legally required meal periods to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

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Failure to Provide Rest Periods

143. Defendants' failure to provide legally required rest periods to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code section 226.7.

Failure to Pay Minimum Wages

144. Defendants' failure to pay minimum wages in violation of the Wage Orders and California Labor Code sections 1194, 1197 and 1197.1, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 1194, 1197, and 1197.1.

Failure to Pay Reporting Time Pay

145. Defendants' failure to pay reporting time pay in violation of the Wage Orders and by California Labor Code section 1198, as alleged above, constitutes unlawful or unfair activity prohibited by the Wage Orders and by California Labor Code section 1198.

Failure to Timely Pay Wages Upon Termination

146. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

147. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Complete or Accurate Wage Statements

148. Defendants' failure to provide complete and accurate wage statements to Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete or Accurate Payroll Records

149. Defendants' failure to keep complete and accurate payroll records relating to Plaintiff and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section

1174(d).

Failure to Reimburse Necessary Business Expenses

150. Defendants' failure to reimburse all necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

151. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, business expenses, unpaid wages, and/or untimely wages according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all statutory penalties against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11070 in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and
- d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

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152. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

153. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

TENTH CAUSE OF ACTION

Violation of Fair Labor Standards Act, 29 U.S.C. § 207

(Against CHOICE HOMECARE, INC. and DOES 1 through 100)

154. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 153, and each and every part thereof with the same force and effect as though fully set forth herein.

155. The FLSA, 29 U.S.C. § 207(a)(1), provides in relevant part:

Except as otherwise provided in this section, no employer shall employ any of his employees, who in any workweek is employed in an enterprise engaged in commerce or in the production of goods for commerce, for a workweek longer than forty hours unless such employee receives compensation for his employment in excess of the hours above specified at a rate not less than one and one-half times the regular rate at which he is employed.

156. At all material times set forth herein, Plaintiff and the other class members sometimes worked in excess of forty (40) hours in a workweek; however, the proper overtime compensation was not paid by Defendants. As such, Defendants owe Plaintiff and the other class members compensation for work in excess of forty (40) hours in a workweek at an overtime rate.

157. At all material times set forth herein, Defendants' failure to pay Plaintiff and the other class members the unpaid balance of overtime compensation, as required by the FLSA, violated the provisions of the FLSA and was therefore unlawful. Moreover, Defendants'

1 failure to pay Plaintiff and the other class members overtime compensation was and is a result
2 of a uniform policy or practice to deny overtime compensation to them.

3 158. At all material times Defendants' failure to pay Plaintiff and the other class
4 members was the result of Defendants' willful, knowing, and intentional violation of the
5 provisions of the FLSA, or alternatively Defendants' reckless disregard for the requirements of
6 those provisions. At all relevant times set forth, Defendants were aware that their uniform
7 policies and practices are illegal and that Plaintiff and the other class members must be
8 compensated for the work performed in excess of forty (40) hours pursuant to these uniform
9 policies and practices. Therefore, the foregoing Defendants' conduct, as alleged, constitutes
10 willful violation of the FLSA, within the meaning of 29 U.S.C. § 255(a).

11 159. Pursuant to the FLSA, 29 U.S.C. § 216(b), Plaintiff and the other class members
12 are entitled to recover their unpaid overtime compensation as well as liquidated damages equal
13 to the amount of unpaid compensation, interest, costs, and attorneys' fees.

14 **DEMAND FOR JURY TRIAL**

15 Plaintiff, individually, and on behalf of other members of the general public similarly
16 situated, and on behalf of other aggrieved employees pursuant to the California Private
17 Attorneys General Act, requests a trial by jury.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff, individually, and on behalf of other members of the general
20 public similarly situated, and on behalf of other aggrieved employees pursuant to the
21 California Private Attorneys General Act, prays for relief and judgment against Defendants,
22 jointly and severally, as follows:

23 **Class Certification**

- 24 1. That this action be certified as a class action;
- 25 2. That Plaintiff be appointed as the representative of the Class;
- 26 3. That counsel for Plaintiff be appointed as Class Counsel; and
- 27 4. That Defendants provide to Class Counsel immediately the names and most
28 current/last known contact information (address, e-mail and telephone numbers) of all class

members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and the other class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;

11. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

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As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

18. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other class members in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and the other class members no longer employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

36. For actual, consequential and incidental losses and damages, according to proof;

37. For statutory penalties pursuant to California Labor Code section 226(e);

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For the imposition of civil penalties and/or statutory penalties;

42. For reasonable attorneys' fees and costs of suit incurred herein; and

43. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

44. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the other class members, failing to pay Plaintiff's and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

45. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

46. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, et seq.;

47. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

48. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, et seq.; and

49. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

50. For civil penalties and wages pursuant to California Labor Code sections 2699(a), (f), and (g) plus costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512, 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 1454, 2800, and 2802; and

51. For such other and further relief as the Court may deem equitable and appropriate.

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As to the Tenth Cause of Action

52. For general and unpaid wages at overtime wage rates;

53. For liquidated damages equal to the amount of unpaid compensation;

54. For pre-judgment interest on any unpaid overtime compensation from the date such amounts were due;

55. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to the FLSA, 29 U.S.C. §216(b); and

56. For such other and further relief as the Court may deem appropriate.

Dated: December 17, 2020

LAWYERS for JUSTICE, PC

By: _____

Edwin Aiwarzian
Attorneys for Plaintiff

EXHIBIT 2

NOTICE OF CLASS ACTION SETTLEMENT

Ashley Simpson v. Choice Home Care, Inc.
Superior Court of California, County of Los Angeles, Case No. 19STCV20172

You have received this Notice because records of Choice Home Care, Inc. (“Defendant” or “CHC”) indicate that you are or were employed by Defendant during the time period from June 11, 2015 through [Preliminary Approval Date] as an hourly non-exempt employee.

You do not need to take any action to receive payment under the settlement reached in the Action and your legal rights may be affected.

This Notice is designed to advise you of your rights and options, such as how you can object to or request to be excluded from the Class Settlement, if you so choose.

PLEASE READ THIS NOTICE CAREFULLY. This notice relates to a proposed settlement of a class action lawsuit. It contains important information about your right to object to or not be included in the Class Settlement.

By order of the Superior Court of California for the County of Los Angeles (the “Court” or “Los Angeles County Superior Court”), in the case entitled *Ashley Simpson v. Choice Home Care, Inc.*, Los Angeles County Superior Court, Case No. 19STCV20172 (“Action”), preliminary approval of a proposed class action settlement was granted on [Preliminary Approval Date]. A hearing shall be held on [hearing date] (“Final Approval Hearing”) to determine whether final approval of the settlement should be granted.

YOU ARE NOTIFIED THAT: A proposed class action settlement has been reached between Plaintiff Ashley Simpson (“Plaintiff”) and Defendant (Plaintiff and Defendant are collectively referred to as the “Parties”) in the above-entitled action, which may affect your legal rights.

I. DEFINITIONS

“**Class**” means all hourly non-exempt individuals who worked for Defendant during the Class Period.

“**Class Member**” means a member of the Class.

“**Class Period**” means the period from June 11, 2015 through [Preliminary Approval Date].

II. BACKGROUND OF THE ACTION

On June 11, 2019, Plaintiff commenced the Action by filing the Class Action Complaint for Damages. On October 11, 2019, Plaintiff filed a First Amended Class Action Complaint for Damages. On December 30, 2019, Plaintiff filed a Second Amended Class Action Complaint for Damages. On [TAC Date], Plaintiff filed the Third Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Complaint”).

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages; failed to provide compliant meal breaks and associated premiums; failed to provide compliant rest breaks and associated premiums; failed to timely pay wages during employment and at termination and associated penalties including waiting time penalties; failed to provide accurate wage statements; failed to maintain requisite payroll records; failed to reimburse business expenses; and thereby, engaged in unfair business practices in violation of the California Business and Professions Code and conduct giving rise to penalties under PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, business expenses, restitution, penalties, interest, attorneys’ fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law, and contends that at all times it has complied with the law.

The Parties participated in two (2) mediation sessions with a respected class action mediator, and as a result of the mediation sessions, the Parties reached a settlement. The Parties have since entered into the Settlement and Release Agreement (“Settlement” or “Settlement Agreement”), which was preliminarily approved by the Court on **[Preliminary Approval Date]**. The Court has appointed **[TBD]** as the administrator of the settlement (“Settlement Administrator”). The Court has also preliminarily appointed Plaintiff Ashley Simpson as representative of the Class (“Class Representative”) and has preliminarily appointed the following Plaintiff’s counsel as counsel for the Class (“Class Counsel”):

Lawyers for Justice, PC
Edwin Aiwarzian, Esq.
Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
410 West Arden Avenue, Suite 203
Glendale, California 91203

If you are a Class Member, you need not take any action to receive payment under the settlement, but you have the opportunity to request exclusion from or object to the Settlement if you so choose, as explained more fully in Section IV below.

The settlement represents a compromise and settlement of highly disputed claims. Nothing in the settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff or to Class Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the settlement is fair, reasonable, and adequate, and is in the best interests of the Class.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The Gross Settlement Amount is One Million Eight Hundred Thousand Dollars (\$1,800,000). The portion of the Gross Settlement Amount that is available for payment to Class Members who do not submit timely and valid Request for Exclusions seeking exclusion from the Settlement (“Settlement Class Members”) is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees (not to exceed 39% of the Gross Settlement Amount, i.e., \$702,000 out of \$1,800,000) to Class Counsel; (2) reimbursement of litigation costs and expenses in an amount not to exceed \$45,000 to Class Counsel; (3) Enhancement Award in the amount of Fifteen Thousand Dollars (\$15,000.00) to Plaintiff; (4) Administration Costs (which are currently estimated not to exceed \$25,000) to the Settlement Administrator; and (5) the amount of Three Hundred Twelve Thousand Dollars and Zero Cents (\$312,000) allocated to penalties pursuant to PAGA (“PAGA Amount”) of which seventy-five percent (75%) (i.e., \$234,000) will be paid to the Labor and Workforce Development Agency (“LWDA Payment”).

Each Settlement Class Member will be entitled to receive payment under the settlement of his or her share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of calendar weeks he or she worked at least one day during the Class Period (“Qualifying Workweeks”). Individual Settlement Shares will be calculated by the Settlement Administrator who will divide the Net Settlement Amount by the total number of Qualifying Workweeks worked by all Settlement Class Members to arrive at a “Weekly Amount.” The Settlement Administrator will then multiply the Weekly Amount by each Settlement Class Member’s individual number of Qualifying Workweeks.

Each Individual Settlement Share is considered to be twenty percent (20%) as wages (to be reported on an IRS Form W2) and eighty percent (80%) as penalties, interest, and other non-wage damages (to be reported on an IRS Form 1099, if applicable). Settlement Class Members will be issued payment of their Individual Settlement Share after reduction for the applicable employee’s share of payroll taxes with respect to the wages portion of the Individual Settlement Share.

If the Court grants final approval of the settlement, payments will be mailed to the address that is on file with the Settlement Administrator. Please also note, Defendant is scheduled to fund the Gross Settlement Amount in three (3) equal installments over a 13 month period, therefore you may not receive payment until after full funding of the Gross Settlement Amount. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must make sure to provide your correct mailing address to the Settlement Administrator in a timely fashion, to ensure**

receipt of payment that you may be entitled to.

B. Your Qualifying Workweeks Based on Defendant's Records

According to Defendant's records, you are credited as having worked [] Qualifying Workweeks.

If you wish to dispute the Qualifying Workweeks credited to you, you must mail a written statement to the Settlement Administrator ("Workweek Dispute"), postmarked **no later than [RESPONSE DEADLINE]**, at the following address:

[Settlement Administrator]
[address]

A Workweek Dispute must: (a) state the Class Member's full name, address, and telephone number; (b) state the case name and number of the Action (in this case, *Ashley Simpson v. Choice Home Care, Inc.*, Los Angeles County Superior Court, Case No. 19STCV20172); (c) state the words "Dispute" or "Workweek Dispute"; (d) describe, in clear and concise terms, the number of Qualifying Workweeks the Class Member contends is correct; (e) attach any documentation the Class Member has that supports his or her contention; and (f) be postmarked or fax-stamped on or before the [Response Deadline].

C. Your Estimated Individual Settlement Share

As explained above, your estimated Individual Settlement Share is based on the number of Qualifying Workweeks credited to you.

Under the terms of the Settlement:

- **Your gross Individual Settlement Share is estimated to be \$ []**.

The settlement approval process may take six months or more. Your Individual Settlement Share reflected in this Notice is only an estimate. Your actual payment may be higher or lower than estimated.

D. Released Claims

"Released Claims" means any and all claims and causes of action, known or unknown, contingent or accrued, arising during the period from June 11, 2015 through [Preliminary Approval Date], out of the facts and claims asserted in the Action, or any other claims or causes of action that could have reasonably been asserted in the Action based on the facts alleged in the Complaint, including but not limited to under California Labor Code §§ 510 and 1198 and Fair Labor Standards Act § 207, for unpaid overtime, as well as under California Labor Code §§ 201, 202, 226, 226.7, 510, 512, 552, 552, 1194, 1197, 1197.1, 1198, 1454, 2800, 2802, for unpaid meal period premiums, unpaid rest period premiums, unpaid minimum wages, unpaid reporting time pay, failure to provide a day of rest, final wages not timely paid, non-compliant wage statements, failure to maintain payroll records, and unreimbursed business expenses; claims for civil penalties pursuant to the California Labor Code Private Attorneys General Act based on the aforementioned alleged violations of the California Labor Code; and violation of California Business and Professions Code Section 17200 et seq. based on the aforementioned alleged violations of California and Federal law.

Upon the Effective Date, Plaintiff and Settlement Class Members will be deemed to have released CHC, and its owners, employees, and their insurers, attorneys and all agents thereof from the Released Claims.

E. Attorneys' Fee and Cost

Class Counsel will seek attorneys' fees in an amount not to exceed Seven Hundred and Two Thousand Dollars (\$702,000) and reimbursement of actual litigation costs and expenses in an amount not to exceed Forty Five Thousand Dollars (\$45,000), subject to approval by the Court (together, "Attorneys' Fees and Costs"). The Attorneys' Fees and Costs awarded by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Award

In consideration for her service in connection with the Action, Plaintiff will seek an Enhancement Award in the amount of Fifteen Thousand Dollars (\$15,000), to be paid from the Gross Settlement Amount subject to approval by the Court. If awarded, the Enhancement Award shall be paid to Plaintiff in addition to her Individual Settlement Share under the Settlement.

G. PAGA Amount

As explained above, Three Hundred Twelve Thousand Dollars (\$312,000) of the Gross Settlement Amount is allocated for penalties pursuant to PAGA (i.e., PAGA Amount). Pursuant to California Labor Code section 2699(i), and subject to approval by the Court under California Labor Code section 2699(1), seventy-five percent (75%) of the PAGA Amount (i.e., \$234,000) will be paid to the Labor and Workforce Development Agency and the remaining twenty-five percent (25%) of the PAGA Payment (i.e., \$78,000) will be distributed on a *pro rata* basis to Class Members as part of the Net Settlement Amount.

H. Settlement Administration

Payment to the Settlement Administrator, Simpluris, Inc., is estimated not to exceed Twenty-Five Thousand Dollars (\$25,000) for the costs of the notice and settlement administration process, including and not limited to, the expense of distributing this Notice, processing Requests for Exclusion, objections, and Workweek Disputes, calculating Individual Settlement Shares, calculating and remitting applicable taxes, and distributing payments and tax forms under the settlement. The Administration Costs will be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS UNDER THE SETTLEMENT?

A. Participate in the Settlement

If you want to receive money from the settlement, you do not have to do anything. You will automatically be issued your Individual Settlement Share. If you wish to exclude yourself from the Settlement, you must submit a written request to the Settlement Administrator (“Request for Exclusion”). Unless you elect to exclude yourself from the Settlement by submitting a timely and valid Request for Exclusion, you will be bound by the terms of the settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the claims described in Section III.D above. You will not be separately responsible for the payment of attorney’s fees or reimbursement of litigation expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and litigation expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Settlement described in this Notice, you may seek exclusion from the Settlement by submitting a signed written request to the Settlement Administrator (“Request for Exclusion”). **A timely and complete Request for Exclusion must** (a) state the Class Member’s full name, address, and telephone number; (b) state the case name and number of the Action (in this case, *Ashley Simpson v. Choice Home Care, Inc.*, Los Angeles County Superior Court, Case No. 19STCV20172); (c) state the words “Request for Exclusion” or “Opt Out”; (d) clearly state that the Class Member wishes to be excluded from the Settlement; and (e) be postmarked or fax-stamped on or before the [Response Deadline].

A Class Member who does not request exclusion from the Settlement by submitting a timely and valid Request for Exclusion will be a Settlement Class Member and will be bound by the Settlement if the Court grants final approval of the Settlement.

C. Object to the Settlement

You can object to the terms of the Settlement as long as you have not submitted a timely and valid Request for Exclusion.

If you want to object to the Settlement, you must submit a written objection to the Settlement Administrator (“Objection”). A complete and timely Notice of Objection must: (a) contain the full name, address, and signature of the objecting Class Member or his or her attorney; (b) clearly explain why the Class Member objects to the Settlement; (c) attach all supporting papers, if any which the Class Member is relying on; (d) state whether the Class Member (or someone on his or her behalf) intends to appear at the Final Approval Hearing; and (e) be postmarked or fax-stamped on or before the **[Response Deadline]**. If you submit an Objection, you can hire an attorney at your own expense to represent you in your objection, however, this is not necessary as the Court will hear your objection at the Final Approval Hearing whether or not you have hired an attorney. **Even if you submit an Objection, you will be bound by the terms of the Settlement, including the release of Released Claims as set forth below, if the Settlement is finally approved by the Court.**

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Los Angeles County Superior Court, in Department SSC14 of the Spring Street Courthouse located at 321 N. Spring Street, Los Angeles, California 90012, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to rule on the request for Attorneys’ Fees and Cost, Enhancement Award, and Administration Costs.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should review the detailed Settlement Agreement and other papers which are on file with the Court. You may also view the Settlement Agreement and documents filed in the actions by visiting the Office of the Clerk of the Los Angeles Superior Court at the Stanley Mosk Courthouse located at 111 North Hill Street, Los Angeles, California 90012 (“Office of the Clerk”). In light of COVID-19, you must call the Office of the Clerk at (213) 830-0800, between 8:30 a.m. and 4:30 p.m. Monday through Friday, to make a reservation to view the records.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THE SETTLEMENT.

YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER IF YOU HAVE QUESTIONS: **[INSERT].**

YOU MAY ALSO CONTACT CLASS COUNSEL IF YOU HAVE ANY QUESTIONS.