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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

(UNLIMITED JURISDICTION)

CARINA CAMBEROS, on behalf of herself
and others similarly situated,

Plaintiff(s),

vs.

GREAT AMERICAN CHICKEN CORP,
INC.; and DOES 1 thru 50, inclusive,

Defendant(s).

Case No.: 21STCV32015

**DECLARATION OF HAROUT
MESSRELIAN IN SUPPORT OF JOINT
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Action filed: August 30, 2021

Hearing Date: April 12, 2022

Hearing Time: 9:00 a.m.

Hearing Dept: SSC-6, Hon. Elihu M. Berle

ADDITIONAL ATTORNEY FOR PLAINTIFF

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1 **DECLARATION OF HAROUT MESSRELIAN IN SUPPORT OF JOINT MOTION FOR**
2 **PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

3 I, HAROUT MESSRELIAN, declare as follows:

4 1. I am an attorney duly licensed to practice law in the State of California and am the
5 attorney of record for Plaintiff Carina Camberos (“Plaintiff”) in her complaint against Defendant
6 Great American Chicken Corp. (“Defendant” or “GACC”). Plaintiff and Defendant together are
7 referred to herein as the “Parties”. Except as otherwise indicated, I have personal knowledge of
8 all matters set forth herein and, if called as a witness, could and would competently testify thereto
9 under oath.

10 2. I am experienced in handling employment law matters and specifically wage and
11 hour representative and individual actions. My qualifications are as follows: I received my JD
12 from Loyola Law School in 2010. I started my own law firm in 2011 – the Law Offices of Harout
13 Messrelian. Since 2016, I have been the founder and principal attorney at Messrelian Law, Inc.
14 Since 2011, I have filed and handled over 225 civil actions and/or claims involving representative
15 actions under the Private Attorneys General Act (“PAGA”) and/or wage and hour claims on
16 behalf of my clients. I have a practice that encompasses cases in the Los Angeles Superior Courts,
17 the Orange County Superior Courts, the Riverside County Superior Courts, the San Bernardino
18 County Superior Courts.

19 3. The Settlement Agreement and Release of Claims (the “Settlement”) is attached
20 hereto as **Exhibit 1**.

21 ***Factual and Procedural Background***

22 4. GACC was a franchise of Kentucky Fried Chicken. It operated approximately 70
23 restaurants across the state of California. GACC sold its operations to RBD California Restaurants
24 Limited (“RBD”) and RBD took over the franchise on September 1, 2020.

25 5. Plaintiff started working for GACC on or around April 2016 at the KFC fast food
26 restaurant located at 11864 Wilmington Ave., in Los Angeles, California. Plaintiff initially started
27 her employment tenure with GACC as a cashier/team member but moved up to Shift Supervisor
28 on or around 2018. Plaintiff’s employment with GACC ended on or around August 25, 2020.

1 Plaintiff was classified as an hourly, non-exempt employee.

2 6. The Settlement defines the “Settlement Class Members” (collectively referred to
3 as the “Settlement Class”) to mean any and all non-exempt California employees of Defendant
4 who worked during the Class Period. The “Class Period” means January 1, 2020 through the
5 Preliminary Approval Date.

6 7. Defendant estimates that it employed approximately 1,947 Settlement Class
7 Members during the Class Period.

8 8. By a letter dated September 11, 2020, Plaintiff, through my office, advised the
9 Labor and Workforce Development Agency (“LWDA”) and Defendant by certified mail of the
10 specific Labor Code provisions Plaintiff alleges Defendant violated, including the facts and
11 theories to support the alleged violations. A true and correct copy of Plaintiff’s letter to the LWDA
12 dated September 10, 2020 is attached hereto as **Exhibit 2**.

13 9. The Parties met and conferred and agreed that it may be in their mutual interests
14 to discuss the allegations informally, rather than through litigation and agreed to participate in a
15 private mediation.

16 10. On March 9, 2021, the Hon. Judge Stone (Ret.) conducted a mediation of this
17 dispute. The Parties entered into the mediation session willing to explore the potential for a
18 settlement of the dispute but were prepared to litigate their position through trial and appeal if
19 settlement had not been reached. On March 12, 2021, subject to a mediator’s proposal, the Parties
20 reached an agreement to resolve the matter on a class-wide and representative basis, subject to the
21 Parties entering a more comprehensive written settlement agreement. The Settlement Agreement
22 was fully executed on or around July 21, 2021.

23 11. In advance of the mediation, and before agreeing to the terms of the Settlement,
24 the Parties engaged in informal discovery. Through informal discovery, Defendant provided the
25 following: the total number of putative class members, the total number of pay periods in which
26 putative class members worked, all employee handbooks and other relevant policy documents in
27 effect during the putative class period, 5% sample of putative class member time records, 5%
28 sample putative class member wage statements, and the number of meal period premium

1 payments made to putative class members during the putative class period. Now that the Parties
2 have finalized the long-form Settlement, Plaintiff submits it to this Court for preliminary
3 approval.

4 12. On August 30, 2021, per the Settlement Agreement, Plaintiff filed a class action
5 complaint in the Los Angeles Superior Court, Case No. 21STCV32015, on behalf of herself and
6 others similarly situated, alleging causes of action on a class-wide basis for: (1) Failure to Provide
7 Meal Periods; (2) Failure to Authorize and Permit Rest Periods; (3) Failure to Pay Minimum
8 Wages; (4) Failure to Pay Overtime Wages; (5) Failure to Pay All Wages Due to Discharge and
9 Quitting, (6) Itemized Wage Statements; (7) Failure to Maintain Required Records; (8) Failure
10 to Indemnify Employees for Necessary Business Expenses; (9) Unfair Competition; and
11 (10) Civil Penalties Pursuant to the Private Attorneys General Act (Lab. Code §§ 2698, et seq.)
12 (“PAGA”). A true and correct copy of the complaint is attached hereto as **Exhibit 3**.

13 13. On September 15, 2021, the Los Angeles Superior Court entered its Order re:
14 Complex Designation and stayed all proceedings pending the Initial Status Conference on
15 January 6, 2022 at 9:00 a.m.

16 14. Defendant denies all of Plaintiff’s allegations and strongly contends that its wage
17 and hour policies, practices and procedures are fully compliant with all applicable laws.

18 ***Ascertainable and Numerous Class***

19 15. A class is ascertainable when it may be readily identified without unreasonable
20 expense or time by reference to official records. Here, Plaintiff maintains that the Settlement Class
21 is ascertainable because its members may be identified by reference to Defendant’s records and
22 Defendant has agreed to share the relevant information from its records to facilitate the process.
23 Therefore, the Settlement Class is ascertainable.

24 16. The Settlement Class has sufficiently numerous members to render joinder
25 impractical. No set number is required as a matter of law to maintain a class action. The California
26 Supreme Court has upheld a class of as few as 10 individuals. Defendant estimates that there are
27 1,947 potential Settlement Class Members. Plaintiff maintains that it would be impractical and
28 economically inefficient to require each Settlement Class Member to separately maintain an

1 individual action or be joined as a named plaintiff in this action. In light of these considerations,
2 the Settlement Class's membership is sufficiently numerous.

3 ***Predominant Common Questions***

4 17. A question of law or fact is common to the members of a class if it may be resolved
5 through common proof. In this case, there are many predominant common questions. Plaintiff
6 asserts all class members were subject to the same or similar operations and employment policies,
7 practices, and procedures. The claims arise from Defendant's alleged uniform policy of failing to
8 properly account for all time worked and failing to, among other things, properly pay overtime
9 wages, provide off-duty meal and rest periods, indemnify the Class Members for all business
10 expenses, timely pay wages upon termination, maintain accurate employment records, and
11 provide compliant wage statements, all of which Plaintiff claims constitute unfair business
12 practices and give rise to PAGA penalties. Plaintiff asserts that common questions include, but
13 are not limited to: (1) Whether Defendant failed to provide the Settlement Class Members with
14 all meal and rest periods, and failed to pay the required premiums for workdays with unprovided
15 meal and rest periods; (2) Whether Defendant failed to pay all wages earned to Settlement Class
16 Members for all hours worked at the correct rates of pay; (3) Whether Defendant failed to
17 indemnify the Settlement Class Members for all business expenses; (4) Whether Defendant
18 willfully failed to provide the Settlement Class Members with timely final wages; (5) Whether
19 Defendant engaged in unfair competition within the meaning of Business and Professions Code
20 §§ 17200, et seq., with respect to the Settlement Class Members; (6) Whether Defendant
21 knowingly and intentionally failed to provide the Settlement Class Members with accurate wage
22 statements. Therefore, common questions predominate.

23 ***Typicality***

24 18. Plaintiff contends that her claims are typical for the purposes of certifying the
25 Settlement Class. Plaintiff, like absent Settlement Class Members was subject to the same relevant
26 policies and procedures governing her compensation, hours of work, meal and rest periods, and
27 reimbursement of business expenses. Because Plaintiff contends that she was subject to the same
28 general course of conduct as absent Settlement Class Members, resolving the common questions

1 as they apply to the Plaintiff will determine Defendant's *prima facie* liability to the all the
2 Settlement Class Members. Moreover, Plaintiff's claims could potentially be subject to the same
3 primary affirmative defenses as those of absent Settlement Class Members. Accordingly,
4 Plaintiff's claims are typical of the Settlement Class.

5 *Adequacy*

6 19. The adequacy requirement is met where the plaintiff is represented by counsel
7 qualified to conduct the litigation and the plaintiff's interest in the litigation is not antagonistic to
8 the class' interests. *McGhee v. Bank of America* (1976) 60 Cal.App.3d 442, 451. In other words,
9 where the plaintiff has adequate counsel, the plaintiff may represent the entire class absent any
10 disabling conflicts of interest that might hinder the plaintiff's ability to represent the class.

11 20. To the best of my knowledge, neither Plaintiff nor I have any conflicts of interest
12 with the absent Settlement Class Members. Plaintiff contends that she is an adequate class
13 representative. Plaintiff and the Settlement Class Members have strong and co-extensive interests
14 in this litigation because they all worked for Defendant during the relevant time period, allegedly
15 suffered the same alleged injuries from the same alleged course of conduct, and there is no
16 evidence of any conflict of interest between Plaintiff and the Settlement Class Members.
17 Moreover, Plaintiff has demonstrated her commitment to the Settlement Class by, among other
18 things, retaining experienced counsel, providing counsel with documents and extensively
19 speaking with them to assist in identifying the claims asserted in this case, meaningfully
20 participating in the negotiations that led to the Settlement, and exposing herself to the risk of
21 attorneys' fees and costs awards against her if the complaint had been unsuccessful. Thus,
22 Plaintiff is adequate to serve as a class representative.

23 *Class Action Treatment Is Superior*

24 21. A class action is also superior to other means adjudicating the issues in this action.
25 The predominance of common legal and factual questions shows that this Court could fairly
26 adjudicate the claims of the Class Members through a single class action. In view of the
27 *theoretical* alternatives that proposed class members could potentially utilize, such as a
28 representative PAGA action (where there is less relief available), individual civil lawsuits, or

1 wage claims through the Division of Labor Standards Enforcement (where there would be
2 relatively little money at stake, but the claims would be time-consuming to litigate)—a class
3 action is plainly superior to all of them. Thus, this consideration supports conditional class action
4 treatment for purposes of this Settlement only.

5 *Exposure & Risk Analysis*

6 22. The Parties reached the Settlement through arm's-length bargaining with the aid of
7 a respected mediator. The Parties conducted sufficient investigation and discovery to allow
8 Counsel and the Court to act intelligently. I considered various sources of information in the lead-
9 up to and during the mediation of March 9, 2021 that enabled Plaintiff to achieve the Settlement
10 at issue. The Class Period necessarily ends on August 31, 2020, the date Defendant sold its
11 business and ceased employing any Settlement Class Members.

- 12 • Defendant produced and I reviewed Plaintiff's personnel file.
- 13 • My office requested that Defendant produce any and all policies on "off the clock" work,
14 meal and rest periods, and reimbursement of expenses in effect during the relevant time
15 period. Defendant produced those policies as part of their employee handbook. They are
16 largely consistent with the Wage Order and the Labor Code.
- 17 • My office requested that Defendant provide the total number of employees, paychecks,
18 and the pay cycles during the relevant period. Defendant provided the answers to each of
19 these questions.
- 20 • My office requested sample time and payroll records for the relevant time period.
21 Defendant produced time and pay records for 97 individuals. This represents 5% of the
22 total employees that Defendant employed during the Class Period.
- 23 • My office then retained a professional data analyst, James Toney, to examine the records
24 and determine if there was any pay discrepancy in timesheet hours versus paid hours, meal
25 violations, and if there was any rounding/time shaving issues. Plaintiff is prepared to
26 provide the Court with the data analysis for *in camera* inspection upon its request.
- 27 • I reviewed pleadings, analysis, and other documents used in the *Celina King v. Great*
28 *American Chicken Corp., Inc., et al*, Los Angeles Superior Court, Case No. BC646368.
- I analyzed the state of caselaw on meal and rest break claims, claims for off-the-clock
work, claims for unreimbursed expenses, and claims for not providing suitable seating.

23. One of the biggest obstacles Plaintiff faced here is that GACC was involved in a prior class action, *Celina King v. Great American Chicken Corp., Inc., et al*, Los Angeles Superior Court, Case No. BC646368 (the “King” action) and had already negotiated a broad release through December 31, 2019. The *King* settlement was approved by this Court and judgment was entered on February 17, 2022. Furthermore, GACC sold its business to third party RBD California Restaurants Limited (“RBD”) on September 1, 2020 and ceased employing all members of the would-be class at that time. Thus, at best, the period that could be covered by Plaintiff’s class/PAGA claim would be eight months in length – from January 1, 2020 through August 31, 2020.

24. Defendant disclosed that they issued approximately 31,100 paychecks to the Settlement Class Members during the Class Period. Based on this information and with the aid of the data analyst, I prepared “damages” estimates to determine Defendant’s maximum exposure in connection with the settlement negotiations. I calculated the maximum potential damages for meal period violations, rest period violations, unreimbursed expenses violations, and minimum wage violations, to be approximately \$1,498,106.24 (exclusive of penalties and interest); maximum damages for derivative claims of \$3,012,650.00 for wage statement penalties and \$6,270,576.365 for waiting time penalties; and \$4,867,500 in potential civil penalties under the PAGA. The estimates are in essence “home run” projections that do not factor in any of the risks involved in litigating this Action and are not in line with reality, especially when considering Defendant’s policies and its position on the issues. A detailed explanation of Plaintiff’s valuation is set forth below.

A. Meal Break Violations

Plaintiff alleges that Defendant failed to provide Plaintiff and Settlement Class Members lawful meal breaks. Expert analysis of the sample time and payroll records found 345 unique meal break violations (a 27.8% violation rate). Accordingly, Plaintiff calculates the maximum potential damages for meal break violations as follows:

$$\begin{array}{rcl} & 345 \text{ unique meal break violations in data sample} \\ \times & 97.15 \text{ (workweeks in class/workweeks analyzed)} \\ \hline \end{array}$$

1 x \$16.39 {average hourly rate)

2 \$549,339.53

3 B. Rest Break Violations

4 Plaintiff also contends that Defendant failed to authorize and permit lawful rest breaks
5 based on Defendant's policies which prohibited employees from taking rest breaks unless
6 authorized by managers. Based on information provided by Plaintiff, Plaintiff estimates a 20%
7 violation rate. Plaintiff calculates the maximum potential damages for rest break violations as
8 follows:

9 1441 (shifts over 3.5 hours in data sample)

10 x 97.15 (workweeks in class/workweeks analyzed)

11 x 20% (violation rate)

12 x \$16.39 (average hourly rate)

13 \$458,897.55

14 There are risks to Plaintiff's rest period claim. Employers are not required to record rest
15 periods and such periods are paid. Thus, unlike unpaid meal periods where there are often records
16 showing whether an employee clocked out or not, there is no such evidence to prove a missed rest
17 period or that the employer refused to authorize and permit one. Managing such claims at trial
18 has become exceedingly difficult. Plaintiff will depend on sample witness testimony and surveys
19 to prove the claims. While a victory with such evidence is certainly possible, relevant caselaw
20 makes such claims risky from a trial management and due process perspective.

21 C. Off-the-Clock Work

22 Plaintiff contends that Defendant violated minimum and overtime wages by requiring
23 employees to work off-the-clock. Plaintiff and Settlement Class Members frequently were asked
24 to perform work during meal breaks, but Defendant's timekeeping system prevented employees
25 from clocking in within thirty minutes of clocking out for their meal breaks. Thus, Plaintiff
26 believes that her off-the-clock claim is appropriate for class treatment and adjudicated in favor of
27 the class. Plaintiff calculates the maximum potential damages due to off-the-clock work as
28 follows:

1 46,632 workweeks
2 x .5 hours (average unpaid hours per week)
3 x \$16.39 average hourly rate
4 \$382,149.24

5 C. Failure to Reimburse Business Expenses

6 Plaintiff alleges that Defendant required her and the others to use their personal cell
7 phones in the course of performing their duties. Plaintiff calculates the maximum potential
8 damages for unreimbursed expenses as follows:

9 Based on a \$50 estimated monthly phone bill and an estimate of 20% estimate of phone
10 use for work per week:

11 \$ 2.31 work phone use per week
12 x 46,632 workweeks affected
13 \$107,719.92

14 D. Failure to Timely Pay Wages Upon Termination

15 Plaintiff alleges that Defendant failed to pay employees premium wages for meal and rest
16 period violations and failed to pay all wages owed. As a result, discharged and quitting
17 employees were not paid in full as required by the Labor Code. Plaintiff calculates the maximum
18 value of this claim as follows:

19 1,947 (total number of former employees)
20 x \$16.39 (average hourly rate)
21 x 6.55 (average hours per day)
22 x 30 days
23 \$6,270,576.35

24 E. Failure to Furnish Accurate Itemized Wage Statements

25 Plaintiff alleges that because Defendant required employees to work off the clock, Class
26 Members' hours worked and wages earned were not accurately listed on the wage statements.
27 Plaintiff calculates the maximum value of this claim as follows:

28 31,100 (total number of paychecks issued)

$$\begin{array}{r}
 \times \quad \$100 \quad (\text{statutory penalty/paycheck}) \\
 - \quad 97,350 \quad (\$50/1^{\text{st}} \text{ paycheck/class member}) \\
 \hline
 \$3,012,650.00
 \end{array}$$

E. Civil Penalties Under PAGA

Under Labor Code § 2699, Defendant is subject to a civil penalty in the amount of \$100 for each aggrieved employee per pay period for the initial violation, and \$200 for each subsequent violation for each aggrieved employee for each pay period. Plaintiff calculates the maximum value of this claim as follows:

$$1,947 \text{ aggrieved employees} \times \$100.00 \text{ per employee} \times 25 \text{ pay periods} = \$4,867,500.$$

As mentioned above, this estimate does not reflect the realities of this case and did not take into account any of the risks discussed above and assumed a violation for every single pay period. As such, the Parties discounted potential civil penalties for multiple reasons. For one, Plaintiff's PAGA claims are predicated on the wage underpayment, meal, rest, business expense reimbursement, and wage statement violations described above, and thus subject to the same disputes and defenses. Additionally, PAGA states a court has discretion to award a lesser amount than the maximum penalty. Lab. Code § 2699(e)(2); *Thurman v. Bayshore Transit Management, Inc.* (2012) 203 Cal.App.4th 1112, 1135 (reducing PAGA award).

25. The Settlement obviates the significant risk that this Court may deny certification of some or all of Plaintiff's claims. Even if Plaintiff obtained certification of some or all of the claims, continued litigation would be expensive, involving a trial and possible appeals, and would substantially delay and reduce any recovery by the Settlement Class Members. While Plaintiff is confident in the merits of her case, a legitimate controversy exists as to each cause of action. To illustrate this consideration, below is brief summary of some of Defendant's arguments, all of which Plaintiff disputes, but nevertheless acknowledges as potential threats to the Settlement Class' claims.

- Defendant argues that individualized proof will be needed to establish liability on Plaintiff's meal period claims. At issue is what actually happens between each manager and employee in relation to the authorization of meal periods within each shift and how

1 Defendant's policies were actually implemented at the local level each day as to its
2 approximately 70 different restaurants. On top of all this, Defendant argues that dozens of
3 Settlement Class Members will testify that they were plainly advised by their manager,
4 and fully understood, that they were authorized to take meal periods within each five-hour
5 period worked and, in fact, took such breaks. Moreover, Defendant's timekeeping data
6 cannot show why a meal break does not appear in the time records. For example, a meal
7 period may have been authorized and taken, but simply not punched in and out.

- 8 • Defendant argues that its time records undermine Plaintiff's claims. For example,
9 Defendant claims that many of its employees never *approached* a daily overtime
10 opportunity, a weekly overtime opportunity, or a failure to pay minimum wage, and rarely
11 approached a rest/meal break opportunity. As such, Defendant argues, to even approach
12 an opportunity for an overtime, meal or rest period claim, *each* Settlement Class Member
13 would have to explain (and add) many hours to his/her work day that he/she had not
14 previously recorded.
- 15 • Defendant argues that it automatically paid a meal period premium in any shift where a
16 fully compliant meal period was not shown in the time records. Moreover, Defendant had
17 a system that required employees to verify if a meal period had or had not been properly
18 authorized. And, GACC employees were required to report any unauthorized meal
19 periods.
- 20 • Defendant argues that there is no common proof for Plaintiff's claim that she was required
21 to work off-the clock ("OTC") and that some of that OTC work, if properly accounted for,
22 would have resulted in work to be compensated at overtime rates. In fact, Defendant
23 argues, time records do not provide common proof because, by definition, they do not
24 show such time. Defendant argues that one would have to examine, and cross-examine for
25 credibility, each individual's separate claims of supposed OTC work. Further, Defendant
26 argues, each Settlement Class Member would need to overcome this credibility hurdle in
27 the face of his/her own time records, which show no OTC work and further would have to
28

1 prove that his/her individual manager knowingly suffered or permitted the work.

- 2 • Defendant contends that Plaintiff cannot recover waiting time or wage statement penalties
3 based upon the failure to pay Labor Code section 226.7 premium wages for meal and rest
4 period violations. *See Naranjo v. Spectrum Sec. Servs., Inc.* (2019) 40 Cal. App. 5th 444
5 (review granted Jan. 20, 2020) (actions for violations of Labor Code's meal break
6 provisions do not entitle employees to pursue derivative waiting time and itemized wage
7 statement penalties).
- 8 • Most, if not all, of the Settlement Class Members that Plaintiff could even seek to represent
9 signed a valid agreement to arbitrate all claims on an individual, non-class basis.
- 10 • Defendant contends that, if the Court did eventually certify a class, trial of a case involving
11 thousands of persons require the retention of expensive expert witnesses, the accrual of
12 litigation costs, and a significant time investment by the parties. Moreover, given the
13 complexity and unsettled nature of the issues in this case it is likely that any outcome at
14 trial would have resulted in a lengthy and costly appeal would result in further delay for
15 the Settlement Class Members who are waiting for a resolution in this matter.
- 16 • While Plaintiff believes there is strong evidence to support certification of several possible
17 classes, certification is always hard fought and subject to judicial discretion and
18 decertification is always a possibility.

19
20 26. Plaintiff also recognizes that proving the amount of wages due to each individual
21 Settlement Class Member would be an expensive and time consuming proposition. Moreover, the
22 *King* Action resulted in a broad release through December 31, 2019 and Defendant sold its
23 business to a third party on or about September 1, 2020 and ceased employing all members of the
24 would-be class at that time. Thus, *at best*, the period that could be covered by Plaintiff's
25 class/PAGA claim would be eight months in length – from January 1, 2020 through August 31,
26 2020. Because of the proposed Settlement, Settlement Class Members will receive timely relief
27 and avoid the risk of an unfavorable judgment. And, the *King* Action settlement equates to \$93.92
28 for each settlement class member and covers a period of 84 months, whereas the Settlement in

1 this Action provides more than \$23.28 for each Participating Class Member for a period of just
2 eight months.

3 27. As noted above, Defendant contests liability, as well as the propriety of
4 certification, and is prepared to vigorously oppose certification and to defend against Plaintiff's
5 claims if the Action is not settled. Given the potential damages, limited release period, as well as
6 the substantial risks to recovery discussed herein, including the uncertainties in achieving class
7 certification, Plaintiff's counsel had to dramatically discount the value of the claims during
8 settlement negotiations. Plaintiff's counsel estimates a 50 percent likelihood of obtaining and
9 maintaining certification of all of Plaintiff's claims, which reduces the value of these claims from
10 approximately \$15,648,832.59 to approximately \$7,824,16.30. Defendant, however, asserts that
11 there are significantly lower prospects of certification. Plaintiff's counsel further estimates that
12 there is a 50 percent chance that Plaintiff will prevail at trial on her claims, further reducing the
13 value of the claims to approximately \$3,912,208.15. Defendant contends that Plaintiff's prospects
14 of success at trial are much lower. If this case advanced to trial and Class Counsel succeeded on
15 all of Plaintiff's claims, attorney's fees and costs may have significantly reduced the recovery
16 awarded to the Class. Furthermore, there is always a risk that a trial of this magnitude can become
17 unmanageable. A settlement for approximately 2.7% of the potential recovery is a proportion
18 sanctioned by existing case law. *See In re Cendant Corp., Derivative Action Litig.*, 232 F. Supp.
19 2d 327 (D. N.J. 2002) (approving settlement that only provided a 2% recovery based on the
20 estimated liability exposure). Although Plaintiff and her counsel were prepared to litigate the
21 claims asserted in the Action, they support the proposed Settlement as being in the best interests
22 of the Settlement Class Members. The Settlement reflects Plaintiff's estimate of the total amount
23 of damages, monetary penalties or other relief that the class could reasonably expect to be
24 awarded at trial, taking into account the likelihood of prevailing and other attendant risks. It also
25 represents a fair, adequate, and reasonable compromise amount for these claims and warrants
26 preliminary approval.

27 ***Allocation of PAGA Payment***

28 28. The settlement of PAGA penalties in the sum of \$5,000, of which 75% (\$3,750)

1 will be paid to the LWDA and 25% (\$1,250) will be distributed to the Settlement Class, is
2 reasonable and appropriate under the circumstances. The Parties negotiated a good faith amount
3 for PAGA penalties to be paid to the LWDA and to the Settlement Class. Where, as here, the
4 parties reach a substantial settlement providing employees with monetary compensation for
5 underlying Labor Code violations, many of PAGA's underlying policy objectives are satisfied.
6 Accordingly, there exists a substantial likelihood that the Court would exercise its discretion and
7 reduce the amount awarded for PAGA penalties even if Plaintiff proved successful at trial.
8 Additionally, PAGA's shorter statute of limitations justifies a limited allocation when compared
9 to the amount allocated for Labor Code violations. Here, the \$5,000 PAGA Payment is well within
10 the range approved by California courts and therefore should be approved. See Nordstrom Comm.
11 Cases (2010) 186 Cal.App.4th 576, 589 (finding no abuse of discretion in the trial court's approval
12 of a release that included PAGA claims, but allocated \$0 to PAGA penalties).

13 *Attorneys' Fees and Costs*

14 29. I represent Plaintiff on a straight contingency basis. Class Counsel intends to
15 request attorneys' fees of \$35,333.33 (1/3 of the Settlement Proceeds) and reasonable litigation
16 costs incurred which I currently estimate is approximately \$6,507.40¹ and will be no more than
17 \$7,000.00 at the conclusion of matters related to the Settlement. In view of my efforts and risks
18 in pursuing this case, these amounts are well within the range of reasonableness and thus warrant
19 this Court's preliminary approval. In addition, based on my experience in wage and hour
20 representative and class action matters, fee awards of approximately one-third of the settlement
21 fund are routinely approved as reasonable.

22 30. The amount of fees and costs requested are commensurate with (1) the risk I took
23 in bringing the case, (2) the extensive time, effort and expense dedicated to the case, (3) the results
24 achieved for the Class, and (4) the other cases I turned down to devote time to this matter. I also
25 met and conferred with Defendant's counsel on numerous occasions, reviewed and analyzed the
26 data and documents provided by Defendant, researched applicable law, and prepared estimates

27
28 ¹ The Litigation Costs to date consist of the PAGA filing fee, mediation fee, data analysis fee and court
filing fees)

1 of “damages” for purposes of settlement discussions, among other tasks.

2 31. I have borne all the risks and costs of litigation and will receive no compensation
3 until recovery is obtained. I am well-experienced in wage-and-hour class action litigation and
4 used that experience to obtain a fair result for the Class. Considering the amount of the attorney
5 fees requested, the work performed, and the risks incurred, the requested fees and costs are
6 reasonable and should be awarded.

7 32. Class Counsel have a fee splitting agreement which has been approved by Plaintiff.
8 Under the written retainer agreement between Plaintiff’s counsel and Plaintiff, Messrelian Law
9 Inc. will receive 95% of the total legal fees recovered and Haig B. Kazandjian Lawyers APC shall
10 receive the remaining 5%.

11 ***Incentive to Named Plaintiff***

12 33. The Settlement provides that Plaintiff may seek an Incentive Award of not more
13 than \$1,000.00. This amount is entirely reasonable given Plaintiff’s efforts in this action and the
14 risks she undertook on behalf of the Class Members. Here, Plaintiff has devoted many hours
15 advancing the interests of the Class. Plaintiff has done this by, among other things, retaining
16 experienced counsel, providing them with information about her work history with Defendant
17 and Defendant’s policies and practices with respect to the wage and hour claims at issue, and
18 being actively involved in the settlement process to ensure a fair result for the Class as a whole.
19 In doing this, Plaintiff has been exposed to significant risks, including the risk of an order to pay
20 Defendant’s attorney’s fees and costs if this action had been unsuccessful (*see* Lab. Code §§
21 218.5-218.6). The efforts and risks that Plaintiff undertook on behalf of the Class shows that the
22 proposed payment is fair, adequate, and reasonable, and thus warrants preliminary approval.

23 ***Notice By First Class U.S. Mail Only (No Email)***

24 34. The Settlement requires distribution of the Notice by First Class U.S. mail only. It
25 is uncertain whether Defendant’s records of the employees’ contact information include email
26 addresses and Settlement Class Members may not be in a position to check their emails on
27 electronic device. As such, notice by mail alone is fair, adequate, and reasonable.

28 35. The Notice (Exhibit A to the Settlement) provides Class Members with all

pertinent information that they need to fully evaluate their options and exercise their rights under the Settlement. Specifically, it clearly and concisely explains, among other things: (1) what the Settlement is about; (2) who is a Settlement Class Member; (3) how Class Counsel will be paid; (4) how to submit an exclusion request not to be bound by the Settlement; (5) how to object to the Settlement; (6) how the Settlement will be allocated; (7) how payments to Settlement Class Members will be calculated; and (8) how the disputes will be resolved. Additionally, the Class Notice will include the number of Pay Periods a Class Member had during the Settlement Period. Accordingly, the Notice should be approved because it describes the Settlement with sufficient clarity and specificity to explain to Settlement Class Members what this action is about, their rights under the Settlement, and how to exercise those rights.

Settlement Administration Duties

36. The duties of the Settlement Administrator are spelled out in sections III.B.1, III.E, and III.H of the Settlement and in the bid provided by Simpluris, Inc.

Settlement Administration Costs

37. With regard to the settlement administration costs provision, it is reasonable. Before agreeing to Simpluris, Inc., the Parties sought and reviewed bids from another reputable third party administrator and mutually decided to go with Simpluris, Inc., which provided the lowest bid:

A. Phoenix Class Action Administration Solutions = \$16,950.00;

B. Simpluris, Inc. = \$13,500.00; and

C. ILYM, Inc. = \$28,500.00.

A true and correct copy of the bid from Phoenix Class Action Administration Solutions is attached hereto as **Exhibit 4**. A true and correct copy of the bid from Simpluris, Inc. is attached hereto as **Exhibit 5**. A true and correct copy of the bid from ILYM Group, Inc. is attached hereto as **Exhibit 6**. Thus, settlement administration costs provision should be given preliminary approval.

Uncashed Checks

38. Participating Class Members shall have one hundred and eighty (180) days from the date of the check's issuance to cash their Net Settlement Payment checks. The participating

1 Class Members shall mean those Class Members who do not exclude themselves from the
2 Settlement. After the expiration of the 180-day period, on Defendant's behalf, the Settlement
3 Administrator shall remit any amounts from settlement checks that remain uncashed and
4 otherwise unclaimed, to the non-profit Bet Tzedek Legal Services pursuant to California Code
5 of Civil Procedure section 384(b). Settlement III.L.3.

6 ***Notice of Settlement to the LWDA***

7 39. Pursuant to the Labor Code § 2699(1)(2), Plaintiff submitted a copy of the
8 Settlement with the LWDA at the same time Plaintiff's Motion is being filed with the Court. A
9 true and correct copy of Plaintiff's submission with the LWDA and a confirmation email is
10 attached as **Exhibit 7**.

11 I declare under the penalty of perjury of the laws of the State of California that the
12 foregoing is true and correct to the best of my knowledge.

13 Executed on Monday, March 7, 2022 at Glendale, California.

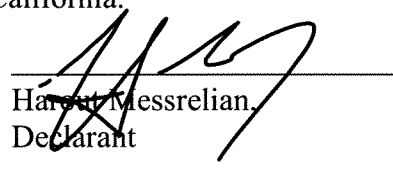
14 
15 _____
16 Harold Messrelian,
17 Declarant
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EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (hereinafter “Settlement Agreement”) is made and entered by and between Great American Chicken Corp, Inc. (“GACC” or “Defendant”) on the one hand and Carina Camberos (“Plaintiff”), on behalf of herself and the Settlement Class, on the other hand. Defendant and Plaintiff are referred to herein collectively as the “Parties” and each of the Parties is, from time to time, referred to herein as a “Party.”

RECITALS

This Settlement Agreement is made with respect to the following facts. WHEREAS:

A. On or about September 11, 2020, Plaintiff submitted a demand for settlement to GACC and a Private Attorneys General Act (“PAGA”) Notice (“PAGA Notice”) to the Labor & Workforce Development Agency (“LWDA”) and to GACC (Case No.: LWDA-CM-805895-20) alleging GACC committed various legal violations, including but not limited to violations of the California Labor Code, California Wage Orders, and California Unfair Competition Law against Plaintiff and other current and former non-exempt California employees;

B. Plaintiff has agreed as part of this settlement to file, but has not yet filed, a putative class action complaint in the Superior Court of the State of California, County of Los Angeles (herein, the “Court”) pursuing claims for violations of California’s wage and hour laws, Unfair Competition Law, and penalties pursuant to the Private Attorneys General Act (“PAGA”), which putative class action complaint is attached as Exhibit D (“Class/PAGA Complaint”) (the PAGA Notice and Class/PAGA Complaint are collectively referred to as the “Action”);

C. On March 9, 2021, the Parties mediated the Action before Judge Richard A. Stone (Ret.).

D. On March 12, 2021, subject to a mediator’s proposal, the Parties reached an agreement, which would resolve the claims within the release discussed herein on a class-wide and representative basis, subject to the Parties entering into a more comprehensive written settlement agreement; and

E. Defendant denies liability of Plaintiff’s claims and contentions, and denies that Defendant or any of its agents engaged in any unlawful or improper conduct with respect to Plaintiff or any aggrieved or putative class member, including on a representative or class-wide basis;

NOW, THEREFORE, the Parties desire to settle, compromise, and avoid any further litigation relating to the events or facts giving rise, or related to, the contentions described in any of the demand(s), PAGA Notice and/or forthcoming pleading(s) in this action, and have agreed to settle the Action by agreement, subject to approval by the Court upon the terms and conditions and for the consideration set forth in this Settlement Agreement.

I. DEFINITIONS

Unless otherwise defined herein, capitalized terms used in this Settlement Agreement shall have the meanings set forth below:

- A. "Aggrieved Employees" means any and all non-exempt California employees of Defendant who worked for Defendant during the Class Period.
- B. "Class Counsel" means:
- Harout Messrelian
MESSRELIAN LAW
500 N. Central Ave., Suite 840
Glendale, CA 91203
Telephone: (818) 484-6531
- Haig B. Kazanjian
HAIG B. KAZANJIAN LAWYERS, APC
801 N. Brand Blvd., Suite 970
Glendale, CA 91208
Telephone: (818) 696-2306
- C. "Class Counsel Attorneys' Fees" means the amount to be paid to Class Counsel for attorneys' fees, in an amount not to exceed one-third of the Settlement Proceeds (\$35,333.33), pursuant to Section III of this Settlement Agreement subject to the Court's approval.
- D. "Class Information" means information regarding Settlement Class Members that Defendant shall in good faith compile from its records and shall transmit in electronic form to the Settlement Administrator and shall include each Settlement Class Members' full name; last known address; Social Security or other identifying number; and Pay Periods.
- E. "Class Period" means January 1, 2020 through the Preliminary Approval Date.
- F. "Counsel for Defendant" means:
- Mark D. Kemple
Ashley Farrell Pickett
GREENBERG TRAURIG, LLP
1840 Century Park East, Suite 1900
Los Angeles, CA 90067
Telephone: (310) 586-7700
- G. "Court" means the Superior Court of the State of California, County of Los Angeles.
- H. "Effective Date" means the later of: (1) sixty-one (61) calendar days after service of the Final Approval Order and Judgment if no notice is filed within that time seeking appeal of the Final Approval Order or Judgment; or (2) if a notice of appeal is filed, the date upon which all appellate and/or other proceedings resulting from the notice of appeal have been finally terminated in such a manner as to permit the Final Approval Order and Judgment to take effect in the form described herein.

- I. “Employer’s Share of Payroll Taxes” means Defendant’s portion of payroll taxes, including, but not limited to FICU and FUTA, on the portion of the Settlement Payments that constitutes wages, to the extent required by law. Employer’s Share of Payroll Taxes will be paid separately from the Settlement Proceeds.
- J. “Final Fairness and Approval Hearing” is the final hearing at which the Court will consider whether this Settlement Agreement is fair, adequate and reasonable.
- K. “Final Approval Order” means the order granting final approval of this Settlement Agreement, substantially in the form of Exhibit B hereto.
- L. “Incentive Award” means the amount to be paid to Plaintiff as an incentive award pursuant to Section III of this Settlement Agreement subject to the Court’s approval, and which shall not exceed \$1,000.
- M. “Judgment” means the final judgment to be entered by the Court upon granting final approval of the Settlement as binding upon the Parties and Settlement Class Members, substantially in the form of Exhibit C hereto.
- N. “Litigation Costs” means the amount to be paid to Class Counsel for litigation costs pursuant to Section III of this Settlement Agreement subject to the Court’s approval.
- O. “LWDA” means the California Labor and Workforce Development Agency.
- P. “Net Settlement Amount” means the Settlement Proceeds less Court approved deductions for Class Counsel Attorneys’ Fees, Litigation Costs, Incentive Award, Settlement Administration Costs, and the LWDA’s share of allocated California Labor Code Private Attorney General Act penalties.
- Q. “Notice” means a document substantially in the form of the Notice attached as Exhibit 1 to the Proposed Order which is attached hereto as Exhibit A which has been agreed to by the Parties, subject to Court’s approval, and which the Settlement Administrator will mail to each Settlement Class Member explaining the terms of the Settlement, their respective Pay Periods, their estimated share of the Net Settlement Amount, and the opt-out and objection procedures. The Notice shall be mailed in both English and Spanish.
- R. “Notice of Objection” means a Settlement Class Member’s timely and valid written objection to the Settlement as set forth in Section III(G)(2) below.
- S. “PAGA” means the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.*
- T. “PAGA Payment” means the sum of \$5,000.00 allocated from the Settlement Proceeds as payment for Plaintiff’s claims under PAGA. Seventy-five percent of the PAGA Payment (\$3,750.00) will be paid to the LWDA and the remaining twenty-five percent (\$1,250.00) shall be included in the Net Settlement Amount.

- U. “Participating Class Members” means those Settlement Class Members who have not timely opted-out pursuant to Section III.
- V. “Parties” means Plaintiff and Defendant.
- W. “Pay Period” means each pay period in which a Settlement Class Member received a wage statement for work performed for Defendant between January 1, 2020 and the Preliminary Approval Date.
- X. “Preliminary Approval Date” means the date upon which the Court enters an Order preliminarily approving this Settlement Agreement and authorizing the mailing of the Notice by the Settlement Administrator.
- Y. “Released Claims” means any and all claims, demands, rights, liabilities, and/or causes of action of any nature and description whatsoever, known or unknown, in law or in equity, whether concealed or hidden, which arose at any time during the Class Period based on the facts or claims asserted by Plaintiff in any pleading in the Action on her own behalf or on behalf of a putative class member or similarly situated employee, or based on any facts, transactions, events, occurrences, acts, disclosures, statements, omissions, or failures that arise out of, in any way, the claims made and facts alleged in the Action, including without limitation violations of any state or federal statutes, rules, or regulations (including the Fair Labor Standards Act), or for PAGA penalties based on an assertion that Released Parties (1) failed to provide meal periods under Labor Code §§ 226.7 and 512; (2) failed to provide rest periods under Labor Code § 226.7; (3) failed to pay for overtime worked under Labor Code § 510; (4) willfully failed to pay wages and minimum wages under Labor Code §§ 204, 216, 221, and 1194; (5) failed to provide itemized and accurate wage statements under Labor Code §§ 226 and 1174; (6) failed to pay waiting time penalties under Labor Code §§ 201-203; (7) failed to reimburse for necessary business expenditures under Labor Code § 2802; and (8) failed to provide a suitable rest area and seating for employees pursuant to IWC Wage Orders #5, sections 13(b) and 14.
- Z. “Released Parties” means Defendant together with its past and present parents, subsidiaries, divisions, partners and affiliates, and their respective past and present stockholders, officers, directors, employees including managers, attorneys and insurers, as well as any other persons or entities who are alleged or could have been alleged to have been involved in the conduct alleged, or sought to be alleged, at any time in the Action.
- AA. “Releasers” means all members of the Settlement Class, as well as their successors, assigns, heirs, executors, trustees, and administrators.
- BB. “Request for Exclusion” means a timely and valid written request by a Settlement Class Member to opt out of, or exclude oneself from, the Settlement as set forth in Section III(G)(1) below. A Request for Exclusion will not allow a Settlement Class Member or one of the Aggrieved Employees to opt out of, or exclude oneself from, settlement of claims under the PAGA.

- CC. “Response Deadline” means the date forty-five (45) calendar days after the Settlement Administrator mails the Notice to Settlement Class Members and the last date on which Settlement Class Members may submit a Notice of Objection or Request for Exclusion as set forth in Section III(G).
- DD. “Settlement Administration Costs” means all fees and costs incurred or charged by the Settlement Administrator in connection with the execution of its duties under this Settlement Agreement including, but not limited to (i) preparing, issuing and/or monitoring reports, filings, and notices (including the cost of translating into Spanish, printing and mailing all Notices and other documents to the Settlement Class) required to be prepared in the course of administering the Settlement Proceeds; (ii) processing Notices of Objection and Requests for Exclusion; (iii) computing the amount of and distributing the Settlement Payments, Class Counsel Attorneys’ Fees, Litigation Costs, Incentive Award, PAGA Payment to the LWDA, and any other payments to be made out of the Settlement; and (iv) preparing and filing all tax returns and information returns and any other filings required by any governmental taxing authority or agency arising out of this settlement, and which shall not exceed \$13,600.00.
- EE. “Settlement Administrator” means Simplurus, which shall be the settlement administration firm mutually selected by the Parties and approved by the Court, which the Parties have agreed will be responsible for administration of the settlement pursuant to the terms set forth in this Settlement Agreement.
- FF. “Settlement Agreement” means this settlement agreement, including the attached Exhibits.
- GG. “Settlement Checks” means the checks that will be issued to each Participating Class Member pursuant to the procedure set forth in Section II, each of which will include the following language: “By cashing this check I am releasing all claims described in the Notice of Class Action Settlement for Case No. _____, including any under the FLSA related to or arising out of the facts asserted therein.” The specific case number is currently unknown pending Plaintiff’s filing of the Class/PAGA Complaint pursuant to Paragraph II.A and II.B.
- HH. “Settlement Class Members” or “Settlement Class” means any and all non-exempt California employees of Defendant who worked between January 1, 2020 and the Preliminary Approval Date.
- II. “Settlement Class Member” means an individual member of the Settlement Class.
- JJ. “Settlement Payment” means the amount to be paid to each Participating Class Member.
- KK. “Settlement Proceeds” means \$106,000.00 and represents the total and maximum amount that Defendant will be required to pay pursuant to this Settlement Agreement, which shall be inclusive of all Settlement Payments to Participating Class Members, Class Counsel Attorneys’ Fees, Litigation Costs, Incentive Award,

Administration Costs, and PAGA Payment. The Settlement Proceeds do not include Employer's Share of Payroll Taxes, which shall be paid separately.

II. FILING OF CLASS/PAGA COMPLAINT

- A. The Parties agree that this Settlement Agreement is contingent on Plaintiff filing the Class/PAGA Complaint in the form of the complaint attached hereto as Exhibit D alleging that Released Parties (1) failed to provide meal periods under Labor Code §§ 226.7 and 512; (2) failed to provide rest periods under Labor Code § 226.7; (3) failed to pay for overtime worked under Labor Code § 510; (4) willfully failed to pay wages and minimum wages under Labor Code §§ 204, 216, 221, and 1194; (5) failed to provide itemized and accurate wage statements under Labor Code §§ 226 and 1174; (6) failed to pay waiting time penalties under Labor Code §§ 201-203; (7) failed to reimburse for necessary business expenditures under Labor Code § 2802; and (8) failed to provide a suitable rest area and seating for employees pursuant to IWC Wage Orders #5, sections 13(b) and 14. The Class/PAGA Complaint will further seek damages under the PAGA.
- B. Plaintiff will file the Class/PAGA Complaint in the form of the complaint attached hereto as Exhibit D within ten (10) business days of the execution of this Settlement Agreement.

III. SETTLEMENT APPROVAL AND PAYMENT PROCEDURES.

A. Settlement Proceeds.

- 1. Defendant will pay a gross amount of \$106,000.00 in settlement of the Action. The Settlement Proceeds consist of the following estimated payments: (i) up to \$13,600.00 for Settlement Administration Costs; (ii) up to \$1,000 for Incentive Award to Plaintiff as approved by the Court; (iii) up to \$35,333.33 for Class Counsel Attorneys' Fees as approved by the Court; (iv) up to \$7,000.00 for Litigation Costs as approved by the Court; (v) \$3,750.00 as the LWDA's 75 percent share of the PAGA Payment; and (vi) Settlement Payments to Participating Class Members. In no event will any funds from the Settlement Proceeds revert to Defendant.

B. Retention of Settlement Administrator and Provision of Class Information.

- 1. Not later than five (5) business days after the Preliminary Approval Date, the parties will retain the Settlement Administrator to: (1) perform a National Change of Address ("NCOA") search of the Class List prior to the initial mailing; (2) translate the Notice into Spanish; (3) distribute the Notice to all Settlement Class Members in both English and Spanish; (4) receive, analyze for validity, and forward to the Court, Class Counsel and Counsel for Defendant requests to "opt-out" of the Settlement or "object" to the Settlement; (5) distribute Notices of Preliminary Approval of Class Action Settlement and Claim Forms; (6) identify persons who validly and timely opt-out; (7) be available to Settlement Class Members, Counsel for

Defendant and Class Counsel to answer inquiries; (8) determine the Settlement Payment to each Participating Class Member; (9) prepare a final list of Participating Class Members and Settlement Payments; (10) distribute Settlement Payments to Participating Class Members upon final approval; (11) transfer the value of any unclaimed funds to the agreed upon cy pres designee pursuant to California Code of Civil Procedure section 384; and (12) perform other, customary duties of a Settlement Administrator in a settled class action. The Court-appointed Settlement Administrator will be experienced and qualified in the administration of class action monetary settlement distribution. The Settlement Administrator will establish an address and telephone number to receive Settlement Class Members' inquiries about the Notice and settlement procedures. All Settlement Administration Costs will be included within the maximum \$13,600.00 for Settlement Administration Costs.

2. Defendant will provide the Class Information to the Settlement Administrator and Class Counsel within seven (7) business days of the Preliminary Approval Date.

C. Settlement Formula and Distribution.

1. The Net Settlement Amount shall be allocated among Participating Class Members on a pro rata basis and shall be calculated and distributed as follows.
2. First, Defendant will use its payroll records to calculate the total number of Pay Periods worked by each Participating Class Member during the Class Period.
3. Second, the total of these Pay Periods for each Participating Class Member will then be divided by the total of these Pay Periods by all Participating Class Members to create a "Final Percentage" for each Participating Class Member.
4. Third, that Final Percentage for each Participating Class Member will then be multiplied by the Net Settlement Amount to determine the Participating Class Member's pro rata recovery under this Settlement.
5. For purposes of this Settlement, the Parties recognize and agree that \$3,750.00 represents the amount to be paid to the LWDA in settlement of all claims made in the Action pursuant to PAGA.

D. Request for Preliminary Approval and Certification.

1. Upon execution of this Settlement Agreement by all Parties, the Parties jointly will move the Court to grant preliminary approval of the Settlement Agreement and for preliminary certification, for settlement purposes only, of the Settlement Class. By that joint request, the Parties will ask the Court

to issue an order in the form of the “[Proposed] Order Granting Preliminary Approval of Class Action Settlement and for Class Notice of Settlement and Fairness Hearing” (“Proposed Order”) attached hereto as Exhibit A, granting preliminary approval of the Settlement Agreement, granting certification the Settlement Class for settlement purposes only, approving the Notice attached as Exhibit 1 to the Proposed Order, and setting a Final Fairness and Approval Hearing (herein “Preliminary Approval Order”). The Parties’ submission will include such pleadings and evidence as may be required for the Court to determine that this Settlement Agreement is fair, adequate and reasonable and that it constitutes a “good faith settlement.” Plaintiff will draft the Preliminary Approval Motion and accompanying documents and provide them to Defendant for review. Within 10 calendar days, Defendant will provide Plaintiff with its comments. The Parties will thereafter meet and confer in good faith to finalize the Preliminary Approval Motion and accompanying documents for filing.

2. Upon, or prior to, the filing of the motion for preliminary approval, Class Counsel also will submit the Settlement Agreement to the LWDA and perform all necessary actions set forth in Cal. Labor Code section 2698, *et seq.*
3. The Parties and their counsel agree that if this Settlement Agreement is not finally approved by the Court or Defendant elects to withdraw from the Settlement Agreement under any of the terms in Section III(I)(1)-(3), provisional certification of any Settlement Class will be vacated without prejudice to the Parties’ respective positions on the issues of class certification, and that this agreement cannot and will not be used or submitted as evidence that class certification on the merits of these claims is or would be appropriate. In such event, Defendant will have the right to object to class certification of the Action on all available bases as if the Settlement Agreement had never been negotiated or executed.
4. The Parties and their counsel further recognize that Settlement Class Members’ release of claims arising under the Fair Labor Standards Act (“FLSA”) and under the PAGA are material terms of this Settlement Agreement. Should the Court refuse to acknowledge during preliminary approval or final approval of the Settlement Agreement that Settlement Class Members who do not opt-out of the class settlement will be deemed to have released FLSA claims as well as state law claims including those under the PAGA, Defendant alone shall have the option, in its sole discretion, and notwithstanding any other provisions of this Settlement Agreement, to withdraw from the Settlement Agreement in its entirety, whereupon the Settlement Agreement shall be null and void for any and all purposes. Defendant may exercise its option to void this Settlement Agreement as provided in this paragraph by giving notice, in writing, to Class Counsel and the Court no later than (10) business days after the preliminary approval or final approval hearing date. Should Defendant elect to withdraw from the Settlement Agreement as provided in this

paragraph, all costs incurred by the Settlement Administrator as of that date shall be paid by Defendant.

E. Settlement Administrator's Mailing of Notice.

1. Within ten (10) business days of receipt of the Class Information from Defendant, and using the Class Information provided to it by Defendant, having updated that list through the National Change of Address Database and along with any updated information provided by Defendant and/or Class Counsel concerning Settlement Class Members' addresses, the Settlement Administrator will send by first-class United States mail to the last known address for each member of the Settlement Class a Notice in the form of the "Notice of Class Action Settlement" attached as Exhibit 1 to the Proposed Order attached as Exhibit A hereto.
2. Within three (3) business days of receipt of the Class Information from Defendant, the Settlement Administrator shall notify counsel for the Parties that the list has been received and state the number of Settlement Class Members and number of Pay Periods.
3. The individualized estimated Settlement Payment amount set forth in the Notice sent to each Settlement Class Member shall be calculated by the methods set forth in Section III(C), above.
4. Any returned envelopes from this mailing with forwarding addresses will be utilized by the Settlement Administrator to locate the Settlement Class Members through reasonable and customary efforts used in the administration of such settlements, including checking the National Change of Address database and performing a skip trace. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by use of skip-tracing, or other search using the name, address and/or social security number of the Settlement Class Member whose notice was undeliverable, and shall then re-mail all returned, undelivered mail within ten (10) days of receiving notice that a notice was undeliverable. Settlement Class Members who receive a re-mailed Notice of Class Action Settlement shall have their Response Deadline extended twenty (20) days from the original Response Deadline.
5. Costs of printing and mailing the Notice, including the cost of re-mailing such notices and forms returned as undeliverable that include a forwarding address, will be included within the Settlement Administration Costs.
6. Compliance with the procedures described in this Section III shall constitute due and sufficient notice to Settlement Class Members of this Settlement, and the Final Fairness and Approval Hearing shall satisfy the requirements of due process, and nothing else shall be required of Plaintiff, Class Counsel, Defendant, Counsel for Defendant, or the Settlement

Administrator to provide notice of the Settlement and the Final Fairness and Approval Hearing in the Action.

F. Settlement Class Members' Response to Settlement Proceed Calculations.

The Notice shall explain that any Settlement Class Member who disputes the information shown on his or her Notice regarding the Pay Periods he or she worked during the Settlement Class Period may submit a written dispute to the Settlement Administrator within forty-five (45) calendar days of the mailing of the Notice. Any such Settlement Class Member must submit any documentation relating to his or her dispute along with the written dispute. The Settlement Administrator shall notify Counsel for Defendant and Class Counsel of any such dispute no later than five (5) calendar days after receiving notice of the dispute. The Settlement Administrator may confer with Counsel for Defendant and Class Counsel in an attempt to resolve any issues raised by Settlement Class Members relating to Settlement Payment amounts, and may request that Defendant review any materials submitted by the Settlement Class Member, as well as GACC's personnel or payroll records regarding a Settlement Class Member's Settlement Payment. Defendant and Class Counsel may review and evaluate any such materials and, after review and evaluation of such materials, determine whether to modify, adjust or correct its personnel and payroll records. However, GACC's personnel and payroll records shall be presumptively correct and shall control in resolving any issue or dispute.

G. Exclusion and Objection Procedures.

1. Requests for Exclusion.

- a. The Notice shall explain that Settlement Class Members who wish to exclude themselves from the Settlement must submit a valid Request for Exclusion to the Settlement Administrator by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, and telephone number of the person requesting exclusion; (2) be signed by the Settlement Class Member; and (3) be postmarked by the Response Deadline and delivered to the Settlement Administrator at the specified address. Subject to review by Class Counsel, Counsel for Defendant and the Court, the date of the postmark on the envelope on the Request for Exclusion shall be the exclusive means used by the Settlement Administrator to determine whether a Settlement Class Member has timely requested exclusion from the Settlement. Any Settlement Class Member who timely and properly requests to be excluded from the Settlement shall not be entitled to any benefits under the Settlement and shall not be bound by the terms of the Settlement and shall not have any right to object to the Settlement or appeal from the entry of the Judgment. Settlement Class Members who do not submit a valid and timely Request for Exclusion as set forth above shall be bound by all terms of the Settlement and the Judgment entered in this Action if the Settlement is finally approved by the Court.

- b. A Request for Exclusion will not allow a Settlement Class Member or one of the Aggrieved Employees to opt out of, or exclude oneself from, settlement of claims under the PAGA.
- c. Plaintiff as class representative will receive the right to seek an Incentive Award, and, by signing this agreement, is deemed to be a Participating Class Member and waive any ability to opt out of the Settlement. The Parties and their counsel recognize that Plaintiff's waiver of any right to opt out of the Settlement is a material term of this Settlement Agreement.

2. Objections to Settlement.

- a. The Notice shall explain that any Participating Class Member who wishes to object to the Settlement may do so in writing or in person at the Final Fairness and Approval Hearing. Any written objections must be mailed to the Settlement Administrator and post-marked on or before the Response Deadline. All written objections must (1) state the basis therefore; (2) contain the name, address, and telephone number of the person objecting; (3) be signed by the Settlement Class Member; and (4) be postmarked by the Response Deadline and delivered to the Settlement Administrator at the specified address. Subject to review by Class Counsel, Counsel for Defendant and the Court, the date of the postmark on the envelope containing the written objection shall be the exclusive means used by the Settlement Administrator to determine whether a Settlement Class Member has timely filed a written objection to the Settlement.
- b. Class Counsel and Counsel for Defendant will file any responses to any written Notices of Objection at least seven (7) calendar days before the Final Fairness and Approval Hearing.

H. **Settlement Administrator's Record Keeping and Reporting Obligations Prior To Final Approval.**

- 1. As soon as practicable following the Response Deadline, and in all events no later than seven (7) business days after the Response Deadline, the Settlement Administrator will provide Class Counsel and Counsel for Defendant with a declaration attesting to completion of the notice process set forth in this Section III, including an explanation of efforts to re-send undeliverable notices returned with forwarding addresses, which declaration will be filed with the Court via the Motion for Final Approval of Class Action Settlement.
- 2. The Settlement Administrator will stamp the date received, and if received by United States First Class Mail, also retain the postmark date, on the original of any Request for Exclusion it receives. Each week from the time

notice is mailed until the Response Deadline, the Settlement Administrator will (a) provide a report to Class Counsel and Counsel for Defendant concerning receipt of (i) Requests for Exclusion, (ii) Notices of Objection; (iii) disputes; and (iv) returned mail, and (b) provide copies of the Requests for Exclusion and/or Notice(s) of Objection it has received to Class Counsel and Counsel for Defendant by both email and overnight delivery.

3. Within ten (10) business days after the Response Deadline, the Settlement Administrator shall (a) notify both Class Counsel and Counsel for Defendant regarding the total number of Requests for Exclusion; (b) send a final list of all Requests for Exclusion to Class Counsel and Counsel for Defendant by email; and (c) serve copies of all Requests for Exclusion and the envelopes accompanying the Requests for Exclusion by mail on Class Counsel and Counsel for Defendant.

I. Election to Withdraw from the Settlement.

1. If more than ten percent (10%) of the individuals within the definition of the Settlement Class collectively validly and timely request exclusion from the Action and/or Settlement, Defendant shall have the option, in its sole discretion, and notwithstanding any other provisions of this Settlement Agreement, to withdraw from the Settlement Agreement in its entirety, whereupon the Settlement Agreement shall be null and void for any and all purposes. If Defendant elects to exercise its rights under this provision, it will so notify Class Counsel and the Court no later than three (3) business days after receiving written notice via e-mail from the Settlement Administrator pursuant to Section III(H)(3) above of the number of opt-outs. If Defendant elects to withdraw from the Settlement pursuant to this paragraph, it shall be responsible for all costs incurred by the Settlement Administrator as of that date.
2. The Parties and their counsel recognize that settlement of each of the Released Claims are each material terms of this Settlement Agreement.

J. Final Fairness and Approval Hearing.

1. Plaintiff and Defendant will jointly move the Court to grant final approval of the Settlement Agreement at the Final Fairness and Approval Hearing, requesting that the Court (i) give this Settlement Agreement final approval; (ii) grant Class Counsel's application for Class Counsel Attorneys' Fees and Litigation Costs, (iii) grant Plaintiff's application for an Incentive Award in an amount not to exceed \$1,000; (iv) approve the propriety of the PAGA Payment; and (v) approve the amount of the Net Settlement Amount.
2. At the Final Fairness and Approval Hearing, Plaintiff and Defendant will ask the Court to give final approval to this Settlement Agreement. Defendant agrees not to oppose Class Counsel's application for Attorneys' Fees up to \$35,333.33 and Litigation Costs up to \$7,000.00, Plaintiff's

request for an Incentive Award up to \$1,000. However, Defendant takes no position regarding the reasonableness of these amounts. Any reduction by the Court of the amounts sought by Class Counsel for Attorneys' Fees and Litigation Costs, or by Plaintiff for an Incentive Award, shall in no way alter the obligations of the Parties or Class Counsel under this Settlement Agreement or its validity. Any amounts not awarded by the Court for attorneys' fees, litigation costs, or a class representative enhancement shall remain in the Net Settlement Amount, and therefore be paid to Participating Class Members.

3. If the request for final approval is granted, the Parties shall request that the Court enter a Final Approval Order and enter Judgment. Class Counsel shall furnish the Settlement Administrator with a copy of the Final Approval Order and Judgment and serve notice of entry of Judgment within five (5) business days of receiving it. Class Counsel shall further submit the Judgment to the LWDA within five (5) business days of its entry, and perform all necessary actions set forth in Cal. Labor Code section 2698, *et seq.*

K. Post-Final Approval Reporting Obligations and Payment Procedures.

1. Prior to the payment of any portion of the Settlement Proceeds relating to the Action, the following conditions must be satisfied: final Court approval of the Settlement Agreement, entry of the Final Approval Order and Judgment, and reaching the Effective Date.
2. As soon as practicable after the court enters the Final Approval Order and Judgment, and in any event no later than five (5) business days thereafter, the Settlement Administrator will provide Class Counsel and Counsel for Defendant with a final report listing (a) the names of all Participating Class Members; (b) the Settlement Payment for each Participating Class Member; (c) the total of all Settlement Payments to be distributed to the Participating Class Members (before deducting any additional amount required by law to be paid by the employer to any federal, state or local tax authority); and (d) the amount attributable to employer federal, state or local tax obligations.
3. The Settlement Payments to Participating Class Members described in Section III(C), above, are deemed for tax purposes to be comprised of 10% wages and 90% non-wage penalties, interest, and damages. The component of each such payment deemed wages for tax purposes (a) shall be subject to required withholdings and deductions so that the net amount payable will be less than the gross amount; and (b) shall be reported in the year of payment as wage income to each Participating Class Member on an IRS Form W-2 or analogous form. Concerning the non-wage component of any such payment, any such Settlement Payment shall be reported in the year of payment on an IRS Form 1099 or analogous form if so deemed necessary by the Settlement Administrator.

4. Other than the withholding and reporting requirements specifically set forth above, Participating Class Members shall be solely responsible for correctly characterizing, reporting and paying any federal, state and/or local income or other tax and other withholdings, if any, on any Settlement Payment made pursuant to this Settlement Agreement. The Parties agree they have not made any representations as to the taxability of any portion of the Settlement Payments, Litigation Costs, Attorneys' Fees, Incentive Award, and that this Settlement Agreement provides Settlement Class Members with a reasonable and adequate opportunity to seek tax advice prior to responding to the Notice. In the event of an audit of Defendant or the Settlement Administrator with respect to this Settlement by any state or federal government agency, or if any tax authority should dispute the characterization of any of the Settlement Payments, Defendant reserves all rights to indemnification permitted by law.
5. Other than as set forth above, Defendant will not, unless otherwise required by law, make any deductions, withholdings or additional payments, including without limitation, medical or other insurance payments or premiums, employee 401(k) contributions, from Settlement Payments to Participating Class Members. Settlement Payments made to Participating Class Members shall not create any credit or otherwise affect the calculation of any deferred compensation, benefit, or other compensation plan provided at any time by Defendant, nor will such payments be construed as compensation for purposes of determining eligibility for any health or welfare benefits or unemployment compensation.
6. As soon as practicable after the Effective Date, and in any event no later than five (5) business days after the Effective Date and receipt of the final report, GACC will (a) provide to the Settlement Administrator a list reflecting withholding information based on each Participating Class Member's most recent IRS Form W-4 on file with GACC, or if no such IRS Form W-4 is available, then as if the Participating Class Member were a single tax payer with no dependents and (b) wire to the Settlement Administrator the Settlement Proceeds of \$106,000.00.
7. Subject to the approval of the Settlement Agreement by the Court, upon receipt of the amounts provided by Defendant for processing and disbursement and as soon as practicable thereafter, but in no instance more than five (5) business days after receipt, the Settlement Administrator shall commence disbursement of the Settlement Payments as contemplated in Section III to each Participating Class Member by first class U.S. mail.
8. Subject to the approval of the Settlement Agreement by the Court, upon receipt of the amounts provided by Defendant for processing and disbursement and as soon as practicable thereafter, but in no instance more than five (5) business days after receipt, the Settlement Administrator will cause to be paid to Class Counsel the amount allocated by the Court toward Class Counsel Attorneys' Fees and Litigation Costs. The Settlement

Administrator will wire such funds to Class Counsel pursuant to written instructions from Class Counsel. This payment will be reported on an IRS Form 1099 using Class Counsel's taxpayer number, and the form will be provided to Class Counsel and the pertinent taxing authorities as required by law.

9. Subject to the approval of the Settlement Agreement by the Court, upon receipt of the amounts provided by Defendant for processing and disbursement and as soon as practicable thereafter, but in no instance more than five (5) business days after receipt, the Settlement Administrator will cause to be paid to Plaintiff amounts allocated by the Court towards an Incentive Award in an amount not to exceed \$1,000. The Incentive Award is for services as a class representative and taking the risk of paying the costs of Defendant in the event of an unsuccessful outcome as well as Plaintiff's assistance to Class Counsel in prosecuting this Action on behalf of absent class members. The Incentive Award will be treated for purposes of tax reporting as non-wage income.
10. Distribution of PAGA Penalties to the LWDA. The Settlement Administrator shall disburse the LWDA's 75% share of PAGA Penalties (\$3,750.00) to the LWDA no later than fifteen (15) business days after the Effective Date, as its share of the PAGA penalty payment made herein, and shall resolve all PAGA claims released in this settlement.
11. No person shall have any claim against Plaintiff, Class Counsel, the Settlement Administrator, any agent designated by Class Counsel, Defendant, or Counsel for Defendant based upon the distributions made substantially in accordance with this Settlement Agreement, the allocation of the Settlement Proceeds among Settlement Class Members hereunder, and/or further orders of the Court.

L. No Additional Settlement Amounts.

1. The payment of monies pursuant to this Settlement Agreement constitutes a fair, reasonable, and adequate settlement of all Released Claims.
2. Defendant's monetary obligation under this Settlement Agreement is limited to the amounts specified herein. Except as otherwise specified herein, Defendant shall not be required to contribute additional amounts to the Settlement Proceeds under any circumstances.
3. Participating Class Members will have one hundred eighty (180) calendar days from the date of issuance of each Settlement Check to cash or deposit the check. For any check not cashed after one hundred eighty (180) calendar days, the Settlement Administrator will transfer the amount of uncashed funds represented by the check to Bet Tzedek Legal Services. The Parties agree that this organization qualifies, within the meaning of Code of Civil Procedure § 384, as a nonprofit organization that supports projects that

will benefit the class or similarly situated persons and that promotes the law consistent with the objectives and purposes of the underlying causes of action in this Action, and that provides civil legal services to the indigent.

No later than five (5) days before the compliance hearing set by the Court, Plaintiff shall file a report specifying the total amount actually paid to class members, and the balance of unclaimed funds that will be paid to Bet Tzedek Legal Services, along with a proposed amended judgment stating these amounts, to comply with Code of Civil Procedure § 384 and so that the Court may complete the reporting requirements under Code of Civil Procedure § 384.5.

4. No further relief in the form of an injunction or relief other than as provided herein is agreed to.

M. Other Remedial Consideration.

In the event that this Settlement Agreement is canceled, rescinded, terminated, voided or nullified, however that may occur, Defendant shall have no obligation to pay any of the \$106,000.00 Settlement Proceeds allocated toward settlement of the Action, including Class Counsel Attorneys' Fees, except that the Parties may, consistent with Sections III(I)(1) and III(I)(2), be obligated to pay sums reasonably incurred by the Settlement Administrator as of the date the cancellation, rescission, termination, voidance or nullification.

IV. LIMITATIONS ON USE OF THIS SETTLEMENT

A. No Admission.

Neither the acceptance nor the performance by Defendant of the terms of this Settlement Agreement nor any of the related negotiations or proceedings is or shall be claimed to be, construed as, or deemed a precedent or an admission by Defendant of the truth of any allegations in the Action, the claimed representative nature of the Action or the suitability for class treatment, the validity of any claims that were or could have been asserted by Plaintiff, by any Settlement Class Member (including any individual who requested to be excluded from the Settlement Class), or of any liability of Defendant in the Action.

B. Non-Evidentiary Use.

Neither this Settlement Agreement nor any of its terms, nor any statements or conduct in the negotiation or drafting of it, shall be offered or used as evidence by Plaintiff, any Settlement Class Member (including any individual who requested to be excluded from the Settlement), Defendant, or their respective counsel, in the Action, or in any other action or proceeding; provided, however, that nothing contained in this Section III shall prevent this Settlement Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Settlement Agreement.

C. No Collateral Attack.

This Settlement Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the Class Notice after the Effective Date. Such prohibited collateral attacks shall include but not be limited to claims that a Settlement Class Member's Settlement Payment was improperly calculated or adjusted, or that any member of the Settlement Class failed to validly and timely submit a request for exclusion for any reason.

D. Nullification in Parts.

1. If either (a) the Court should for any reason fail to approve this Settlement substantially in the form agreed to by the Parties; or (b) the Final Approval Order and Judgment is reversed, modified or declared or rendered void, then (i) this Settlement Agreement shall be considered null and void, (ii) neither this Settlement nor any of the related negotiations or proceedings shall be of any force or effect, (iii) all Parties and Counsel to this settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court, and (iv) neither the Settlement Class nor Class Counsel shall receive any benefit, nor suffer any detriment from this Settlement.
2. Invalidation of any portion of this Settlement Agreement shall invalidate this Settlement Agreement with respect to the Action, unless the Parties shall agree in writing that the remaining provisions shall remain in full force and effect.

V. RELEASES AND WAIVERS

A. Participating Class Members' Release.

As of the Effective Date, each Participating Class Member shall be deemed to have released all Released Parties of all Released Claims (as defined herein), as if they had manually signed this Settlement Agreement.

B. Aggrieved Employees' Release.

As of the Effective Date, each Aggrieved Employee shall be deemed to have released all Released Parties from all PAGA claims alleged in the Action and as set forth in the Class/PAGA Complaint or that could have been alleged based upon the facts and circumstances alleged in the Class/PAGA Complaint.

C. Waiver of California Labor Code Section 206.5.

THE PARTIES AGREE THAT ALL OF THE CLAIMS IN THE ACTION ARE DISPUTED, AND THAT THE PAYMENTS SET FORTH HEREIN CONSTITUTE PAYMENT IN FULL OF ANY AND ALL AMOUNTS

ALLEGEDLY DUE TO THEM CONCERNING THE CLAIMS RELEASED HEREIN. TO THE EXTENT PLAINTIFF AND/OR ANY PARTICIPATING CLASS MEMBER HAS CLAIMED OR COULD CLAIM THAT DEFENDANT OWE HIM/HER ANY ADDITIONAL COMPENSATION OF ANY KIND IN RELATION TO THE CLAIMS RELEASED HEREIN, PLAINTIFF AND EACH AND EVERY PARTICIPATING CLASS MEMBER ACKNOWLEDGE AND AGREE THAT THERE IS A BONA FIDE DISPUTE OF WHETHER ANY SUCH PAYMENTS ARE ACTUALLY OWING AND, THEREFORE, IN EXCHANGE FOR THE SETTLEMENT PAYMENTS SET FORTH HEREIN, HEREBY SETTLE AND RELEASE ANY SUCH CLAIMS.

VI. MISCELLANEOUS PROVISIONS.

A. Amendments.

1. The terms and provisions of this Settlement Agreement may be amended only by a written agreement which is signed by Class Counsel on behalf of Plaintiff and Counsel for Defendant on behalf of Defendant. In addition, no amendment of this Settlement Agreement made after mailing of the Notice by the Settlement Administrator shall be valid unless approved by the Court, except as otherwise provided herein.
2. The Parties agree that time is of the essence, including but not limited to all deadlines with respect to the settlement administration, the payment of Settlement Payments, and the payment of Class Counsel Attorneys' Fees and Litigation Costs. Nevertheless, the Parties may agree upon a reasonable extension of time for deadlines and dates reflected in this Settlement Agreement, without further notice to the Court, except as to Court dates which must be approved by the Court. Any such extensions shall be in writing and signed by counsel for the Parties.

B. No Inducements.

Plaintiff acknowledges that entering into this Settlement Agreement is a free and voluntary act without duress or undue pressure or influence of any kind or nature whatsoever and that he has not relied on any promises, representations or warranties regarding the subject matter hereof other than as set forth in this Settlement Agreement.

C. Representations and Warranty.

Any Class Counsel Attorneys' Fees and Litigation Costs awarded by the Court will be paid to Messrelian Law, and said firm represents and warrants that it is

authorized by Plaintiff to enter into this Settlement Agreement and to receive this payment, and releases Defendant and Counsel for Defendant for any claim by any other law firm arising out of the payment of attorneys' fees and costs. Class Counsel further represents and warrants that it is authorized to execute this Settlement Agreement and any amendments thereto on behalf of the Plaintiff and to take all appropriate action required or permitted pursuant to this Settlement Agreement in order to effectuate its terms.

D. No Assignment.

None of the rights, commitments, or obligations recognized under this Settlement Agreement may be assigned by Plaintiff, Class Counsel, or Defendant without the express written consent of the other Party and his or its respective counsel. The representations, warranties, covenants, and agreements by Defendant contained in this Settlement Agreement are for the sole benefit of Plaintiff and the Settlement Class Members under this Settlement Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

E. Confidentiality; No Press Release.

1. Plaintiff, Plaintiff's agents (including her spouse, if any) and Plaintiff's Counsel each understand and hereby agree that they are in no way to publicize any information concerning this Agreement, and Plaintiff's agents (including her spouse, if any) and Plaintiff's Counsel understand and hereby agree that they shall make no statement to the press or any other media regarding this Agreement, or take any affirmative steps to publicize or disclose the existence or terms of this Agreement not necessary for the settlement approval process through oral, written, recorded or electronic communications. Plaintiff, Plaintiff's agents (including her spouse, if any) and Plaintiff's Counsel also understand and agree that the above agreements include, without limitation, publication, or disclosure via marketing materials, a website posting or social media (e.g. Facebook, Twitter). No posting concerning this lawsuit shall be made by Plaintiff or her counsel on counsel's website or any social media. Plaintiff further agrees that she will not disclose or discuss this case with anyone, but if contacted regarding this case, will state only that the Action has been resolved. Plaintiff's Counsel also agrees that they will not solicit Settlement Class Members who contact their office about this case to participate in additional litigation, although Plaintiff's Counsel shall not be precluded from representing any party who contacts Plaintiff's Counsel for the purpose of representation. This subsection does not apply to any subpoenas or other orders compelling discovery and/or testimony. Plaintiff, Plaintiff's agents (including her spouse, if any) and Plaintiff's Counsel understand and agree that should they receive any subpoena or other order that they believe may compel discovery and/or testimony that would compel them to make a disclosure prohibited by this provision, they shall promptly, and within 24 hours of receipt of such subpoena or order, provide Notice of such to Defense Counsel listed herein via email and telephone.

2. Nothing in this Section should be construed to infringe on Plaintiff or Plaintiff's counsel's ability to effectuate this Settlement Agreement, including filing preliminary approval documents, final approval documents, or any other documents required by the Court during the settlement approval process.

F. Subpoenas.

In the event the Agreement itself, or its terms, are subject to a formal or informal discovery request (including a notice of deposition or subpoena) in a pending action or formal demand in a government investigation, the Party to whom the request or demand is made shall promptly give written notice to the other party in sufficient time to afford the other party a reasonable opportunity to protect its interests. Such notice shall be provided pursuant to paragraph VI.G (entitled "Notices") of this Agreement.

G. Notices.

Any notices required or permitted hereunder will be given to the appropriate party at the address specified below or at such other address as the party will specify in writing. Such notice will be deemed delivered upon personal delivery to the appropriate address or delivery by facsimile to the number specified below, if any, or if sent by certified or registered U.S. mail, three calendar days after the date of mailing.

If notice is given to GACC, it will be sent to:

Mark D. Kemple
Ashley Farrell Pickett
Greenberg Traurig, LLP
1840 Century Park East, Ste 1900
Los Angeles, CA 90067
Ph: 310.586.7700
Fax: 310.586.7800
Email: kemplem@gtlaw.com
farrellpicketta@gtlaw.com

If notice is given to the Plaintiff, it will be sent to:

Harout Messrelian
Messrelian Law
500 N. Central Avenue, Suite 840
Glendale, CA 91203
Phone: 818.484.6531
Fax: 818.956.1983
Email: hm@messrelianlaw.com

H. Governing Law.

This Settlement Agreement shall be governed, construed, and interpreted, and the rights of Plaintiff, the Settlement Class Members, Class Counsel, Defendant, and the Released Parties shall be determined in accordance with California law without regard to its conflicts of laws principles.

I. Severability.

If it is determined that any term or provision of this Agreement is invalid or unenforceable, in whole or in part, then the remaining terms and provisions hereof shall be unimpaired.

J. Jurisdiction of the Court.

Following entry of the Final Approval Order and Judgment, the Court shall retain jurisdiction pursuant to California Code of Civil Procedure section 664.6 with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties, Class Counsel and Counsel for Defendant submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Settlement Agreement and all orders and judgments entered in connection therewith.

K. Entire Agreement.

This Settlement Agreement, including the Exhibits referred to herein which form an integral part hereof, contains the entire understanding between the Parties with respect to the subject matter contained herein. This Settlement Agreement has been drafted jointly and is not to be construed against either Party. In case of any conflict between text contained in this Settlement Agreement and text contained in Exhibits to this Settlement Agreement, the former shall be controlling. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Settlement Agreement other than those expressly set forth or referred to herein. This Settlement Agreement supersedes all prior agreements and understandings between the Parties with respect to the Settlement.

L. Counterparts.

This Settlement Agreement, and any amendments hereto, may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

M. Attorneys' Fees and Costs.

Neither Class Counsel nor any other attorneys acting for, or purporting to act for the Settlement Class, Settlement Class Members or Plaintiff may recover or seek to recover any amounts for fees, costs or disbursements from the Released Parties except as expressly provided herein.

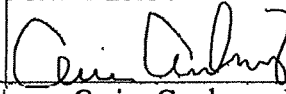
IT IS AGREED.

Date: August 11, 2021

CARINA CAMBEROS

By:

Verified by JDE/LLP



08/11/21 Carina Camberos, Plaintiff

GREAT AMERICAN CHICKEN CORP, INC.

Date: August 12, 2021

By:



Its:

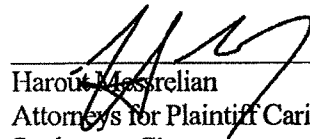
President

Approved as to form only:

MESSRELIAN LAW

Date: July 21, 2021

By:


Harout Messrelian

Attorneys for Plaintiff Carina Camberos and the Settlement Class

GREENBERG TRAURIG, LLP

Date: August 13, 2021 By:



Mark D. Kemple

Ashley Farrell Pickett

Attorneys for Defendant Great American Chicken Corp, Inc.

EXHIBIT A

MESSRELIAN LAW

Harout Messrelian (SBN 272020)
500 N. Central Avenue, Suite 840
Glendale, CA 91203
Tel: (818) 484-6531; Fax: (818) 956-1983
Email: hm@messrelianlaw.com

HAIG B. KAZANJIAN LAWYERS APC

Haig B. Kazanian (SBN 278622)
801 N. Brand Blvd., Suite 970
Glendale, CA 91203
Tel: (818) 696-2306
Email: haig@hbklawyers.com

Attorneys for Plaintiff and the Proposed Class

GREENBERG TRAURIG, LLP

Mark D. Kemple (SBN 145219)
Ashley Farrell Pickett (SBN 271825)
1840 Century Park East, Suite 1900
Los Angeles, CA 90067
Tel: (310) 586-7700; Fax: (310) 586-7800
Email: kemplem@gtlaw.com
farrellpickett@gtlaw.com

Attorneys for Defendant

GREAT AMERICAN CHICKEN CORP, INC.

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

CARINA CAMBEROS, on behalf of herself and
others similarly situated,

PLAINTIFF,

v.

GREAT AMERICAN CHICKEN CORP, INC.;
and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO.: _____
[Case assigned for All Purposes to Hon.
_____, Dept. ____]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT, APPROVING
NOTICE, AND SETTING DATE FOR FINAL
APPROVAL HEARING**

ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND CLASS
NOTICE OF SETTLEMENT, AND SETTING FAIRNESS HEARING

ACTIVE 56030031v7

1 The Joint Motion for Preliminary Approval of Class Action Settlement (“Joint Motion”) filed by
2 Plaintiff Carina Camberos (“Plaintiff”) and Defendant Great American Chicken Corp. Inc. (“GACC” or
3 “Defendant”) came regularly for hearing before this Court as duly noticed. After consideration of all the
4 papers filed in connection therewith, the arguments of counsel, and all other matters presented to the Court,
5 the Court hereby makes a preliminary finding that the proposed class action settlement is fair, reasonable,
6 adequate and in the best interests of the settlement class. Good cause appearing therefor, the Court
7 **GRANTS** the Joint Motion and **ORDERS** as follows:

8 1. The terms of the settlement reached by Plaintiff and Defendant, as set forth in the
9 Settlement Agreement, are hereby preliminarily approved as being fair, reasonable and adequate to the
10 members of the Settlement Class, subject to further consideration at the final approval hearing after the
11 distribution of the notice to the members of the Settlement Class as provided in paragraph 6 of this
12 Order. The Court notes that class members’ release of claims arising under the Fair Labor Standards
13 Act (“FLSA”) is a material term of this settlement agreement and acknowledges that putative class
14 members who do not opt-out of the class settlement will be deemed to have waived FLSA claims.

15 2. The following settlement class is preliminarily approved for settlement purposes only
16 and is referred to herein as the “Settlement Class”: any and all non-exempt California employees of
17 Great American Chicken Corp, Inc. who worked between January 1, 2020 and the Preliminary Approval
18 Date.

19 3. The Court makes the following preliminary findings for settlement purposes only:

- 20 A. The Settlement Class, which consists of approximately 1,947 persons, is
21 so numerous that joinder of all members is impracticable;
- 22 B. There appear to be questions of law or fact common to the Settlement
23 Class for purposes of determining whether this Settlement should be
24 approved;
- 25 C. Plaintiff’s claims appear to be sufficiently typical for settlement purposes
26 of the claims being resolved through the proposed settlement;
- 27 D. Plaintiff appears to be capable of fairly and adequately protecting the
28 interests of the Settlement Class Members in connection with the proposed
settlement;
- E. Common questions of law and fact appear to predominate over questions
affecting only individual persons in the Settlement Class for the purposes
of approving this settlement. Accordingly, the Settlement Class appears

to be sufficiently cohesive to warrant settlement by representation; and

F. Certification of the Settlement Class for settlement purposes appears to be superior to other available methods for the fair and efficient resolution of the claims of the Settlement Class.

4. The Court appoints Messrelan Law and Haig B. Kazanjian Lawyers APC, as counsel on behalf of the Settlement Class ("Class Counsel") for purposes of settlement only.

5. Plaintiff Carina Camberos is hereby appointed as representatives of the Settlement Class ("Class Representative") for purposes of settlement only.

6. The Court appoints Simplurus as the third-party settlement administrator.

7. The Court approves as to form and content the "Notice of Class Action Settlement" ("Notice") attached as Exhibit 1 hereto.

8. The Court authorizes mailing of the Notice to the Settlement Class Members by first-class United States mail to their last known addresses within ten (10) business days of receipt of the Class Information from Defendant.

9. The Court orders that pursuant to the California Private Attorneys General Act, Labor Code §§ 2698, et seq. ("PAGA"), statutory notice of this Settlement has been and will continue to be given to the Labor & Workforce Development Agency.

10. A hearing to consider and determine (i) whether the Settlement Agreement should be finally approved, (ii) whether Class Counsel's application for attorneys' fees and costs should be approved, and (iii) whether the application for a Class Representative incentive award, is hereby set for _____ 2021 at ____ a.m.

11. The Court sets the following deadlines:

Deadline for Defendant to provide Class Information to Settlement Administrator	7 business days after entry of Preliminary Approval Order
Deadline for Settlement Administrator to mail Notice to Settlement Class Members	10 business days after receiving Class Information from Defendant
Deadline for Class Members to opt out of or object to the Settlement ("Response Deadline")	45 calendar days after Notice Packets are mailed by the Settlement Administrator to Settlement Class Members
Deadline for Class Counsel to file Motion for Attorneys' Fees and Costs and Motion	

ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND CLASS NOTICE OF SETTLEMENT, AND SETTING FAIRNESS HEARING

1 for Final Approval of Class Action
2 Settlement

3 12. The Court expressly reserves the right to adjourn or continue the final fairness hearing
4 from time to time without further notice to members of the Settlement Class.

5 IT IS SO ORDERED.
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7 Dated _____
8

THE HONORABLE _____
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EXHIBIT 1

According to Great American Chicken Corp, Inc.'s ("GACC") records, you worked for GACC as a non-exempt, hourly employee in the State of California between January 1, 2020 and _____ [Preliminary Approval Date].

Based on the number of Pay Periods you worked, your estimated individual settlement payment is \$ _____. Please note this is only an estimate and your actual payment may be greater or smaller than this amount.

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

CARINA CAMBEROS, on behalf of herself and
others similarly situated,

PLAINTIFF,

v.

GREAT AMERICAN CHICKEN CORP, INC.; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. _____

NOTICE OF CLASS ACTION SETTLEMENT

The Superior Court of the State of California County of Los Angeles (the "Court") authorized this Notice of Class Action Settlement ("Notice"). This is not a solicitation from a lawyer. The Court has given preliminary approval to a settlement of this lawsuit. If you were a non-exempt GACC employee in the State of California at any time from January 1, 2020 through _____ [Preliminary Approval Date] (the "Class Period"), you should read this Notice carefully because it will affect your rights.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SHARE OF THE SETTLEMENT	If you do nothing, you will receive a Settlement Payment and release certain claims under state law and federal law, including Fair Labor Standards Act ("FLSA") claims.
EXCLUDE YOURSELF OR "OPT OUT"	If you opt out of the lawsuit, you will <u>not</u> receive any payment under this settlement. In addition, you will not release any of your claims, aside from those claims pursued under the Private Attorneys General Act ("PAGA"), and will be free to pursue any other claims you may have against GACC.
OBJECT	If you believe the proposed settlement is not fair, adequate or reasonable, you may submit an objection and/or may appear in Court in person or through an attorney and explain why you do not like the settlement. If the Court agrees with your objection, the parties can choose whether to withdraw the settlement or change its terms.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court has not yet decided whether to finally approve the settlement. Payments will be made if the Court approves the settlement and after appeals (if any) are resolved.

BASIC INFORMATION

1. Why did I receive this Notice?

You received this Notice because GACC's records show that you were a non-exempt GACC employee in California and worked during the Class Period. This Notice explains that the Court has granted preliminary approval of a proposed settlement of a class action lawsuit that may affect you, your legal rights, what benefits are available, and how to get them.

2. What is this lawsuit about?

Plaintiff Carina Camberos ("Plaintiff" or "Class Representative") alleges on behalf of herself and other non-exempt hourly employees in the State of California that GACC: (1) failed to provide meal periods under Labor Code §§ 226.7 and 512; (2) failed to provide rest periods under Labor Code § 226.7; (3) failed to pay for overtime worked under Labor Code § 510; (4) willfully failed to pay wages and minimum wages under Labor Code §§ 204, 216, 221, and 1194; (5) failed to provide itemized and accurate wage statements under Labor Code §§ 226 and 1174; (6) failed to pay waiting time penalties under Labor Code §§ 201-203; (7) failed to reimburse for necessary business expenditures under Labor Code § 2802; and (8) failed to provide a suitable rest area and seating for employees pursuant to Industrial Welfare Commission Wage Order #5, sections 13(b) and 14. Plaintiff seeks unpaid wages, penalties, interest, restitution, attorneys' fees, expenses, and penalties under the PAGA.

GACC strongly denies these allegations and asserts that it properly paid its employees consistent with all applicable laws. **Nothing in this Notice, or the Settlement itself, means that GACC admits to any wrongdoing, but to avoid the costs of litigation the parties have agreed to settle the matter.**

The Court has not ruled on the merits of Plaintiff's claims or GACC's defenses.

3. What is a class action and who is involved?

The parties agreed to treat this case as a class action for purposes of settlement only. In a class action, one or more persons (in this case Carina Camberos) file a lawsuit on behalf of people who are alleged to have similar claims. These people together are called "Settlement Class Members." Settlement Class Members who do not submit a timely request for exclusion pursuant to the procedure set forth below in Section 13 are called "Participating Class Members." In this case, the parties have decided to settle the case. The Court has made a preliminary determination that the proposed settlement appears fair, adequate, and reasonable. The Court will decide whether to finally approve the proposed settlement after the Settlement Class Members are given a chance to exclude themselves from or object to the proposed settlement.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

The Court has certified for settlement purposes only the following class: any and all non-exempt California employees of GACC who worked between January 1, 2020 and [REDACTED] [Preliminary Approval Date] ("Settlement Class Members" or "Settlement Class"). According to GACC's records, you are a member of the Settlement Class.

THE SETTLEMENT BENEFITS-WHAT YOU RECEIVE

5. What does the settlement provide?

The proposed settlement requires GACC to pay a maximum amount of one hundred six thousand dollars (\$106,000) to settle this case. This amount includes payments for attorneys' fees (up to \$35,333.33) and costs (up to \$7,000.00) to

Class Counsel, an incentive award of \$1,000 for Plaintiff, Settlement Administration Costs (up to \$13,600.00), and a payment to the California Labor and Workforce Development Agency ("LWDA") (up to \$3,750.00). The amount remaining after these payments is the amount available to distribute to Settlement Class Members ("Net Settlement Amount").

Any amounts not requested or awarded for attorneys' fees and costs, an incentive award to Plaintiff, and the payment to the LWDA will be included in the Net Settlement Amount and distributed to Settlement Class Members.

6. How much will my payment be?

The Net Settlement Amount will be divided among all Settlement Class Members who do not request to be excluded from the settlement ("Participating Class Members") as follows: First, GACC will use its payroll records to calculate the total one-week or two-week pay periods worked by each Participating Class Member during the Class Period ("Pay Periods"). Second, the total Pay Periods for each Participating Class Member will then be divided by the total of all Participating Class Members' Pay Periods during the Class Period to create a "Final Percentage" for each Participating Class Member. Fourth, that Final Percentage will then be multiplied by the Net Settlement Amount to determine the final amount of each Participating Class Member's pro rata recovery under this settlement.

The estimated number of Pay Periods you worked for GACC as a non-exempt employee in California during the Class Period according to GACC's records, and your estimated Settlement Payment are at the top of page 1 of this Notice. If you disagree with the number of Pay Periods stated on this Notice, you must send a letter to the Settlement Administrator within forty-five (45) calendar days of the mailing of this Notice stating the reasons why you dispute the number of Pay Periods and provide any supporting documentation that you have (for example, any paystubs). The information you provide should include the estimated number of Pay Periods you claim you worked as non-exempt GACC employee in the State of California from January 1, 2020 through [redacted] [Preliminary Approval Date]. GACC's records will be presumed correct unless you are able to provide credible and verifiable documentation to the Settlement Administrator that establishes otherwise. Failure to provide documentary evidence in support of your dispute will render your dispute invalid. The Settlement Administrator will evaluate the evidence submitted by you and will make the final decision as to the number of Pay Periods that should be applied and/or the settlement payment to which you may be entitled.

Any disputes and supporting documentation must be mailed to the Settlement Administrator at the following address, postmarked no later than [Response Deadline].

Camberos v. Great American Chicken Corp, Inc. Settlement Administration
c/o [redacted]
P.O. Box [redacted]
[City], [State] [Zip]

7. Will taxes be withheld from my settlement payment?

For tax reporting purposes, your settlement payment will be allocated as 10% wages, subject to required state and federal withholdings and deductions, reported on a form W-2; and 90% non-wage damages, interest, and penalties, reported on a form 1099-MISC, with no withholdings taken.

HOW YOU RECEIVE A PAYMENT

8. How can I receive a payment?

If this Notice was sent to you at your current address, you do not need to do anything to receive your settlement payment.

If this Notice was forwarded by the postal service, or if it was otherwise sent to you at an address that is not current, or if you have changed your address since working for GACC or have any other reason to believe that GACC does not

have your current mailing address, then you should immediately notify the Settlement Administrator in writing stating your name and past and current addresses.

The Settlement Administrator's address is:

Camberos v. Great American Chicken Corp, Inc. Settlement Administration
c/o _____
P.O. Box _____
[City], [State] [Zip]

Otherwise, you do not need to do anything to receive a payment so long as you do not exclude yourself from the class.

9. What am I giving up if I stay in the class?
--

If you do not exclude yourself from the settlement, you will be bound by any judgment entered in this Action and will not be allowed to sue GACC for any claims occurring between January 1, 2020 and _____ **[Preliminary Approval Date]**, that arise from, relate to or are based on any and all claims alleged in the Action. If you do not exclude yourself, all of the Court's orders will apply to you and you will release all Released Parties from all Released Claims as follows:

"Released Parties" means Defendant together with its past and present parents, subsidiaries, divisions, partners and affiliates, and their respective past and present stockholders, officers, directors, employees including managers, attorneys and insurers, as well as any other persons or entities who are alleged or could have been alleged to have been involved in the conduct alleged, or sought to be alleged, at any time in the Action.

"Released Claims" means any and all claims, demands, rights, liabilities, and/or causes of action of any nature and description whatsoever, known or unknown, in law or in equity, whether concealed or hidden, which arose at any time during the Class Period based on the facts or claims asserted by Plaintiff Carina Camberos in any pleading in the Action on her own behalf or on behalf of a putative class member or similarly situated employee, or based on any facts, transactions, events, occurrences, acts, disclosures, statements, omissions, or failures that arise out of, in any way, the claims made and facts alleged in the Action, including without limitation violations of any state or federal statutes, rules, or regulations (including the Fair Labor Standards Act), or for PAGA penalties based on an assertion that Released Parties: (1) failed to provide meal periods under Labor Code §§ 226.7 and 512; (2) failed to provide rest periods under Labor Code § 226.7; (3) failed to pay for overtime worked under Labor Code § 510; (4) willfully failed to pay wages and minimum wages under Labor Code §§ 204, 216, 221, and 1194; (5) failed to provide itemized and accurate wage statements under Labor Code §§ 226 and 1174; (6) failed to pay waiting time penalties under Labor Code §§ 201-203; (7) failed to reimburse for necessary business expenditures under Labor Code § 2802; (8) failed to provide a suitable rest area and seating for employees pursuant to IWC Wage Orders #5, sections 13(b) and 14; and (9) violated the Fair Labor Standards Act.

With respect to any claims under the Fair Labor Standards Act ("FLSA"), by endorsing, depositing or cashing one or more of the Settlement Checks, you will be deemed to have opted-in and, by operation of the Final Order and Judgment, shall have, fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from any and all claims under the FLSA which arise under the facts asserted in the Action.

By failing to exclude yourself from the settlement, you further acknowledge and agree that all of the claims for wage and hour and payroll practice violations in the Action are disputed, and that all of the claims in the Action are disputed, and that payment under the Settlement constitute payment in full of any and all amounts allegedly due to you.

You acknowledge and agree that California Labor Code section 206.5 is not applicable. That section provides in pertinent part:

An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.

10. When will I receive my settlement payment?

The Court has scheduled a Fairness/Final Approval Hearing on _____, 2021, at ____:____ a.m. in Dept. ____ of the Superior Court of the State of California for the County of Los Angeles, located at 312 N. Spring Street, Los Angeles, CA, 90012, at which time the Court will determine: (1) whether the proposed settlement should be approved as fair, reasonable and adequate to Participating Class Members; and (2) whether the applications for attorneys' fees, costs, and the Plaintiff's incentive award should be approved. If the Court approves the settlement, an Order Granting Final Approval will be entered. It is neither required nor necessary that you attend the Fairness Hearing. Once the Order Granting Final Approval is signed by the Court, and if there is no appeal of the Court's order, then checks will be mailed to the Participating Class Members. If an appeal is filed, then distributions will be delayed until after final resolution of any appeals.

11. What if I get my payment and don't cash it?

Each settlement check will be valid for 180 calendar days after it was issued. If you do not cash your check, you will still be bound by the terms of the settlement and you will release all Released Claims as described above. After 180 calendar days, the Settlement Administrator will stop payment on your check and will transfer the amount represented by the check to a nonprofit organization authorized by the Court.

12. What happens if I do nothing at all?

If you do nothing, you will receive a payment from the settlement and you will be bound by the terms of the settlement. For further information, you can speak with Class Counsel in this case identified below.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to retain the right to pursue claims against GACC alleged in this case and/or you do not want a payment from this settlement, then you must take certain steps. This is called excluding yourself or "opting out" of the settlement. **DO NOT EXCLUDE YOURSELF IF YOU WISH TO RECEIVE MONEY FROM THIS SETTLEMENT.**

13. How do I request to be excluded from the settlement?

To exclude yourself from the settlement, you must submit a written request to be excluded from the Settlement ("Request for Exclusion") postmarked on or before **[Response Deadline]**, to the Settlement Administrator at the following address:

Camberos v. Great American Chicken Corp, Inc. Settlement Administration
c/o Simplurus
3194-C Airport Loop Drive
Costa Mesa, CA 92626

In order to be valid, your Request for Exclusion must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number (for identification purposes only); (2) state that you are requesting to opt

out of, or be excluded from, the settlement in *Camberos v. Great American Chicken Corp, Inc.*; and (3) be signed by you. If you do not submit a timely and valid Request for Exclusion, you will be deemed a Participating Class Member, you will receive a settlement payment, and you will be bound by the release of Released Claims as described above and all other terms of the settlement. If you submit a valid and timely Request for Exclusion, you will have no further role in the Action, and you will not be entitled to any benefits as a result of the Action and settlement and will not be entitled to or permitted to assert an objection to the settlement. A Request for Exclusion will not allow a Settlement Class Member to opt out of, or exclude oneself from, settlement of claims under the PAGA.

14. If I do not exclude myself, can I sue GACC for the same claims later?

No. If you do not submit a valid and timely Request for Exclusion postmarked by [Response Deadline], you will be bound by all terms of the settlement and any Final Approval Order and Judgment entered in the Action, if the settlement is approved by the Court. The settlement and Final Approval Order and Judgment will include a full release of claims in this Action, which will prevent you from suing GACC or any related persons or entities for the claims released by the settlement. If you have a pending lawsuit, you should speak to your lawyer in that case immediately.

15. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you are asking not to be included in the settlement and will not receive a settlement payment.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court has appointed the following lawyers as Class Counsel to represent you and all Settlement Class Members:

Harout Messrelian
Messrelian Law
500 N. Central Avenue, Suite 840
Glendale, CA 91203
Telephone: (818) 484-6531

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want to hire your own lawyer, you may do so at your own expense.

17. How will the lawyers and the Class Representatives be paid?

The amount of attorneys' fees and costs awarded to Class Counsel will be subject to the Court's discretion. You will not have to pay these fees and expenses separately. Class Counsel will request that the Court approve an award of attorneys' fees in an amount not to exceed \$35,333.33, and reimbursement of litigation costs of up to \$7,000.00.

Class Counsel will also request that the Class Representative receives an additional amount called an "Incentive Award" for the risk and work in bringing and participating in this lawsuit. The amount of the Incentive Award will be subject to the Court's discretion, but in any event, will not exceed \$1,000.00. The Incentive Award shall be paid out of and deducted from the Settlement Proceeds. Lastly, as part of the preliminary approval of the settlement, the Court has approved payment of settlement administration expenses in the amount of up to \$13,600.00 to the Settlement Administrator from the Settlement Proceeds.

OBJECTING TO THE SETTLEMENT

18. How do I object?

If you think that the proposed settlement is not fair, adequate or reasonable, you can object to the proposed settlement. If you object, and the Court approves the settlement, then you will still receive a settlement payment, and you will be bound by the terms of the release as set forth in Section 9 above.

If you want to object to any part of the settlement, you may submit a written objection to the Settlement Administrator stating the basis for the objection and/or you may appear to object at the Final Fairness and Approval Hearing. Any written objection must be mailed to the Settlement Administrator at the address listed in Section 13 and postmarked on or before _____ [response deadline].

To be valid, all written objections must (1) reference the case name and number (*Carina Camberos v. Great American Chicken Corp, Inc.*, Case No. _____), (2) state the name, address, and phone number of the Class Member making the objection, and (3) be signed by the Class Member making the objection.

The Final Approval Hearing is currently set for _____, 2021, at ____:____m. at Dept. ____ of the Superior Court of the State of California for the County of Los Angeles, located at 312 N. Spring Street, Los Angeles, CA, 90012. If a Class Member wishes to appear at the Final Approval Hearing and orally present his or her objection to the Court, they may do so even if they have not submitted a written objection. Any individual attending the hearing must comply with the Court's current social distancing procedures for attendance at hearings, available on the Court's website at <https://www.lacourt.org>.

19. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the settlement class. Excluding yourself is telling the Court that you do not want to be part of the settlement class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

20. When and where will the Court decide whether to approve the settlement?

A hearing will be held before the Honorable _____ on _____, 2021, at ____:____m., in Dept. 17 of the Superior Court of the State of California for the County of Los Angeles, located at 312 N. Spring Street, Los Angeles, CA, 90012, to determine whether the proposed settlement is fair, adequate, reasonable and should be finally approved by the Court. At the hearing, Class Counsel will speak on your behalf and answer any questions Judge _____ might have. Any individual attending the hearing must comply with the Court's current social distancing procedures for attendance at hearings, available on the Court's website at <https://www.lacourt.org>.

GETTING MORE INFORMATION

21. Are there more details about the settlement?

This Notice summarizes the terms of the proposed settlement. More details are in the settlement agreement. You may review the Court's files, which include the settlement agreement, at the office of the Clerk of Court located at 312 N. Spring Street, Los Angeles, CA, 90012, during regular business hours or by visiting the "Case Document Images" link on the Court's website, <https://www.lacourt.org>. 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 in person. Please check the Court's current social distancing procedures for attendance at hearings and review of court files, available on the Court's website at <https://www.lacourt.org/>.

22. How do I obtain additional information?

If you have questions regarding this Notice and/or the settlement, you may contact the Settlement Administrator at 1-XXX-XXX-XXXX or you may contact Class Counsel at the address and telephone number listed above.

PLEASE DO NOT CONTACT THE COURT, GACC, OR GACC'S ATTORNEYS WITH INQUIRIES.

EXHIBIT B

MESSRELIAN LAW

Harout Messrelian (SBN 272020)
500 N. Central Avenue, Suite 840
Glendale, CA 91203
Tel: (818) 484-6531; Fax: (818) 956-1983
Email: hm@messrelianlaw.com

HAIG B. KAZANJIAN LAWYERS APC

Haig B. Kazanian (SBN 278622)
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Attorneys for Plaintiff and the Proposed Class

GREENBERG TRAUIG, LLP

Mark D. Kemple (SBN 145219)
Ashley Farrell Pickett (SBN 271825)
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Los Angeles, CA 90067
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farrellpickett@gtlaw.com

Attorneys for Defendant

GREAT AMERICAN CHICKEN CORP, INC.

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

CARINA CAMBEROS, on behalf of herself
and others similarly situated,

PLAINTIFF,

v.

GREAT AMERICAN CHICKEN CORP,
INC.; and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO.: _____

[Case assigned for All Purposes to Hon.

_____, Dept. ____]

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

Date:

Time:

Dept.:

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 The above captioned Action is a class action lawsuit brought by Plaintiff Carina Camberos
3 ("Plaintiff") against Defendant Great American Chicken Corp. Inc. ("Defendant") (Plaintiff and
4 Defendant are collectively referred to as the "Parties"). The Motion for Final Approval of Class
5 Action Settlement came before this Court on _____, 2021.

6 On _____, 2021, this Court entered an order granting preliminary approval of the
7 Parties' Settlement Agreement and Release of Claims ("Settlement Agreement"). The Parties
8 have applied to the Court for an order granting final approval of the Settlement Agreement. The
9 Settlement Agreement sets forth the terms and conditions of the proposed Settlement and for entry
10 of an order of final approval and entry of final judgment thereon. Upon consideration of the Joint
11 Motion for Final Approval of Class Action Settlement; Motion for Approval of Attorneys' Fees
12 and Costs, and all accompanying evidence, and good cause appearing, **THE COURT HEREBY**
13 **ORDERS AS FOLLOWS:**

14 1. The Court has personal jurisdiction over all Settlement Class Members and has
15 subject matter jurisdiction to approve the Settlement;

16 2. The terms of the Settlement are fair, just, reasonable, and adequate, consistent and
17 in compliance with California Code of Civil Procedure, the California and United States
18 Constitutions (including the due process clauses), the California Rules of Court and any other
19 applicable law, and in the best interest of each of the Parties and the Class members and is hereby
20 finally approved in all respects.

21 3. The Parties are directed to perform the terms of the Settlement as described in the
22 Settlement Agreement according to its terms and provisions.

23 4. The Settlement Agreement is binding on Plaintiff and all other Settlement Class
24 Members, except those who timely and properly filed Requests for Exclusion.

25 5. No class members have objected or opted out of the Settlement.

26 6. It is ordered that the Settlement Class is certified for settlement purposes only.
27 The Court finds that an ascertainable class exists and a well-defined community of interest exists
28 in the questions of law and fact involved because in the context of the Settlement: (i) there are

1 questions of law and fact common to the Class Members for the purposes of this Settlement
2 which, as to the Settlement and all related matters, predominate over any individual questions;
3 (ii) the Claims of Plaintiff are typical of the Claims of the Class members for the purposes of this
4 Settlement; and (iii) in negotiating, entering into and implementing the Settlement, Plaintiff and
5 Plaintiff's Attorneys have fairly and adequately represented and protected the interests of the
6 Class Members.

7 7. The Court finds that the Notice and notice methodology implemented pursuant to
8 this Settlement (i) constituted the best practicable notice; (ii) constituted notice that was
9 reasonably calculated, under the circumstances, to apprise Settlement Class Members of the
10 pendency of the Action, their right to object to or exclude themselves from the proposed
11 Settlement and their right to appear at the Final Fairness and Approval Hearing; (iii) were
12 reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive
13 notice; and (iv) met all applicable requirements of the California Code of Civil Procedure, the
14 California and United States Constitution (including the Due Process Clause), the California
15 Rules of Court and any other applicable law.

16 8. The Settlement Class is hereby made final. The Settlement Class is defined as:
17 any and all non-exempt California employees of Great American Chicken Corp, Inc. who worked
18 between January 1, 2020 and [Preliminary Approval Date].

19 9. Pursuant to the Settlement Agreement, upon entry of this order, Plaintiff and each
20 Settlement Class Member shall fully release and discharge the Released Parties from:

21 any and all claims, demands, rights, liabilities, and/or causes of action of any
22 nature and description whatsoever, known or unknown, in law or in equity,
23 whether concealed or hidden, which arose at any time during the Class Period
24 based on the facts or claims asserted by Plaintiff Carina Camberos in any pleading
25 in the Action on her own behalf or on behalf of a putative class member or
26 similarly situated employee, or based on any facts, transactions, events,
27 occurrences, acts, disclosures, statements, omissions, or failures that arise out of,
28 in any way, the claims made and facts alleged in the Action, including without
limitation violations of any state or federal statutes, rules, or regulations (including
the Fair Labor Standards Act), or for penalties under the Private Attorneys General
Act based on an assertion that Released Parties: (1) failed to provide meal periods
under Labor Code §§ 226.7 and 512; (2) failed to provide rest periods under Labor
Code § 226.7; (3) failed to pay for overtime worked under Labor Code § 510; (4)
willfully failed to pay wages and minimum wages under Labor Code §§ 204, 216,
221, and 1194; (5) failed to provide itemized and accurate wage statements under
Labor Code §§ 226 and 1174; (6) failed to pay waiting time penalties under Labor

ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

ACTIVE 56030031v7

Code §§ 201-203; (7) failed to reimburse for necessary business expenditures under Labor Code § 2802; (8) failed to provide a suitable rest area and seating for employees pursuant to IWC Wage Orders #5, sections 13(b) and 14; and (9) violated the Fair Labor Standards Act.

10. The Settlement Agreement provides Settlement Proceeds of \$106,000.00. The Net Settlement Amount shall be determined according to the terms of the Settlement Agreement.

11. The Court orders the calculations and the payments to be made and administered in accordance with the terms of the Settlement Agreement.

12. The Court hereby finds that Plaintiff and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the settlement. The Court hereby confirms Messrelian Law and attorney Harout Messrelian as Class Counsel.

13. The Court hereby finds the unopposed application of Class Counsel for an award of attorneys' fees and costs provided for under the Settlement Agreement to be fair and reasonable in light of all the circumstances, and is hereby granted. Of the Settlement Proceeds, \$35,333.33 shall be paid for attorneys' fees and \$7,000.00 for litigation costs.

14. The unopposed application for a Class Representative Enhancement Payment is hereby granted. Of the Settlement Proceeds, a \$1,000.00 enhancement payment shall be allocated to Plaintiff Carina Camberos.

15. The unopposed application of Class Counsel for claims administration fees to Simplurus is hereby granted. Of the Settlement Proceeds, \$13,600.00 shall be paid to the Settlement Administrator for settlement administration fees.

16. The Court approves the PAGA penalties in the amount of \$5,000.00. The Court approves 75% of the PAGA penalties being allocated to the LWDA in the amount of \$3,750.00 and directs that the remaining 25% of the PAGA Penalties, in the amount of \$1,250.00, shall be allocated to the Class Members.

17. If a Class Member does not cash his or her settlement check within 180 days, the uncashed funds and any interest accrued thereon shall be transmitted by the Settlement Administrator to the non-profit Bet Tzedek Legal Services pursuant to California Code of Civil Procedure section 384(b).

18. Defendant shall have no further liability for costs, expenses, interest, or attorneys'

ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

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1 fees except as provided for in the Settlement Agreement.

2 19. The Parties are ordered to give notice to all Class Members in accordance with
3 California Rules of Court, rule 3.771(b).

4 20. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. § 664.6, the Court
5 shall retain continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well
6 as the administration and enforcement of the terms of the Settlement of this action to enforce the
7 terms of the judgment. Without affecting the finality of the Final Judgment, the Court shall retain
8 continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well as the
9 administration and enforcement of the Settlement.

10 21. The Court sets a compliance hearing for _____.
11 No later than five days before the compliance hearing, the Parties shall file a compliance report
12 specifying the total amount paid to class members, and the residual of unclaimed funds that will
13 be paid to the non-profit organization specified above, along with a proposed amended judgment
14 directing payment of the residual funds pursuant to Code of Civil Procedure section 384.

15
16 **DATED:** _____

JUDGE OF THE SUPERIOR COURT

EXHIBIT C

MESSRELIAN LAW

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Glendale, CA 91203
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Attorneys for Defendant

GREAT AMERICAN CHICKEN CORP, INC.

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

CARINA CAMBEROS, on behalf of herself and
others similarly situated,

PLAINTIFF,

v.

GREAT AMERICAN CHICKEN CORP, INC.;
and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO.: _____
[Case assigned for All Purposes to Hon.
_____, Dept. ____]

[PROPOSED] FINAL JUDGMENT

Date:
Time:
Dept.:

1 The Court has received and considered the motions of Plaintiff Carina Camberos
2 ("Plaintiff") for preliminary and final approval of the Settlement Agreement and Release of
3 Claims ("Settlement Agreement" or "Settlement") entered into between Plaintiff on behalf of
4 herself and a class conditionally certified for settlement purposes, on the one hand, and Defendant
5 Great American Chicken Corp. Inc. ("Defendant"), on the other, and has entered an order granting
6 final approval of the Settlement.

7 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

8 The Court, having entered an order granting Final Approval of this Settlement, hereby
9 enters FINAL JUDGMENT in favor of Plaintiff and the Class Members and against Defendant
10 in the amount of \$106,000.00 in accordance with the terms of the Settlement Agreement. The
11 Parties are hereby ordered to comply with the terms of the Settlement Agreement. The Parties
12 shall bear their own costs and attorneys' fees except as otherwise provided by the Settlement
13 Agreement and the Final Approval Order.

14 This document shall constitute a Judgment for purposes of California Rules of Court,
15 rule 3.769(h). This Judgment is intended to be a final disposition of the above-captioned action
16 in its entirety.

17 **DATED:** _____

18 **JUDGE OF THE SUPERIOR COURT**

EXHIBIT D

MESSRELIAN LAW INC.

Harout Messrelian, Esq., SB# 272020
500 N. Central Ave. Suite 840
Glendale, California 91203
Telephone: (818) 484-6531
Facsimile: (818) 956-1983

HAIG B. KAZANJIAN LAWEYRS APC

Haig B. Kazanjian (SBN 278622)
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Glendale, CA 91203
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Email: haig@hbklawyers.com

Attorneys for Plaintiff Carina Camberos

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CARINA CAMBEROS, on behalf of herself) CASE NO.:
and others similarly situated,)

PLAINTIFF,)

v.)

GREAT AMERICAN CHICKEN CORP,)
INC.; and DOES 1 thru 50, inclusive,)

DEFENDANTS.)

COMPLAINT FOR DAMAGES FOR:

- 1) **Failure to Provide Meal Periods**
- 2) **Failure to Authorize and Permit Rest Periods**
- 3) **Failure to Pay Minimum Wages**
- 4) **Failure to Pay Overtime Wages**
- 5) **Failure to Pay All Wages Due to Discharged and Quitting**
- 6) **Itemized Wage Statements**
- 7) **Failure to Maintain Required Records**
- 8) **Failure to Indemnify Employees for Necessary Business Expenses**
- 9) **Unfair Competition**
- 10) **Civil Penalties Pursuant to the Private Attorneys General Act ("PAGA")**

COMES NOW Plaintiff, CARINA CAMBEROS (hereinafter "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:

PARTIES, JURISDICTION, 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

1 5. Plaintiff Carina Camberos is an individual residing in the State of California, County of
2 Los Angeles.

3 6. Defendant GREAT AMERICAN CHICKEN CORP, Inc. ("DEFENDANT"), at all times
4 herein mentioned, was and is, upon information and belief, a California corporation, and at all
5 times herein mentioned, an employer whose employees are engaged throughout the State of
6 California, including the County of Los Angeles.

7 7. At all relevant times, Defendant GACC was the "employer" of Plaintiff within the
8 meaning of all applicable California laws and statutes.

9
10 8. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
11 associate of those defendants fictitiously sued as DOES 1 to 50, inclusive, and so Plaintiff sues
12 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
13 defendants, numbers 1 to 50, reside in the State of California and are in some manner
14 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
15 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
16 and capacities of these fictitiously named defendants.

17
18 9. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
19 that information and belief, alleges that at all times herein mentioned, each of the remaining
20 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
21 under the authority of their agency, employment, or representative capacity, with the consent
22 of his/her codefendants.

23 **CLASS ACTION ALLEGATIONS**

24
25 10. Plaintiff brings this action on her own behalf and on behalf of all other members of the
26 general public similarly situated, and, thus, seek class certification under California Code of
27 Civil Procedure section 382.

1 11. The proposed class is defined as follows: All current and former hourly-paid or non-
2 exempt employees who worked for Defendant within the State of California between January
3 1, 2020 to final judgment.

4 12. Plaintiff reserves the right to establish additional subclasses as appropriate.

5 13. The class is ascertainable and there is a well-defined community of interest in the
6 litigation
7

8 a. **Numerosity:** The class members are so numerous that joinder of all class
9 members is impracticable. The membership of the entire class is unknown to Plaintiff at
10 this time; however, the class is estimated to be greater than 5,000 individuals and the
11 identity of such membership is readily ascertainable by inspection of Defendant'
12 employment records

13 b. **Typicality:** Plaintiff's claims are typical of all other class members' as
14 demonstrated herein. Plaintiff will fairly and adequately protect the interests of the
15 other class members with whom they have a well-defined community of interest.
16

17 c. **Adequacy:** Plaintiff will fairly and adequately protect the interests of each class
18 member, with whom she has well-defined community of interest and typicality of
19 claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other
20 class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules
21 governing class action discovery, certification, and settlement. Plaintiff has incurred,
22 and during the pendency of this action will continue to incur, costs and attorneys' fees,
23 that have been, are, and will be necessarily expended for the prosecution of this action
24 for the substantial benefit of each class member.
25

26 d. **Superiority:** A class action is superior to other available methods for the fair
27 and efficient adjudication of this litigation because individual joinder of all class
28

1 members is impractical.

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

5 a. Whether Defendant's failure to pay wages, without abatement or reduction, in
6 accordance with the California Labor Code, was willful;

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

11 c. Whether Defendant required Plaintiff and the other class members to work over
12 eight (8) hours per day and/or over forty (40) hours per week and failed to pay the
13 legally required overtime compensation to Plaintiff and the other class members;

14 d. Whether Defendant deprived Plaintiff and the other class members of meal
15 and/or rest periods or required Plaintiff and the other class members to work during
16 meal and/or rest periods without compensation;

17 e. Whether Defendant failed to pay minimum wages to Plaintiff and the other class
18 members for all hours worked;

19 f. Whether Defendant failed to pay all wages due to Plaintiff and the other class
20 members within the required time upon their discharge or resignation;

21 g. Whether Defendant failed to timely pay all wages due to Plaintiff and the other
22 class members during their employment;

23 h. Whether Defendant complied with wage reporting as required by the California
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1 Labor Code, including, *inter alia*, section 226;

2 i. Whether Defendant kept complete and accurate payroll records as required by
3 the California Labor Code, including, *inter alia*, section 1174(d);

4 j. Whether Defendant failed to reimburse Plaintiff and the other class members for
5 necessary business-related expenses and costs;

6 k. Whether Defendant's conduct was willful or reckless;

7 l. Whether Defendant engaged in unfair business practices in violation of
8 California Business & Professions Code section 17200, et seq.;

9 m. The appropriate amount of damages, restitution, and/or monetary penalties
10 resulting from Defendant's violation of California law; and

11 n. Whether Plaintiff and the other class members are entitled to compensatory
12 damages pursuant to the California Labor Code.

13
14
15 **PAGA ALLEGATIONS**

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

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

25
26 17. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved
27 employee," who is any person that was employed by the alleged violator and against whom
28

1 one or more of the alleged violations was committed.

2 18. Plaintiff was employed by Defendant and the alleged violations were committed against
3 her during her time of employment and she is, therefore, an aggrieved employee. Plaintiff and
4 the other employees are “aggrieved employees” as defined by California Labor Code section
5 2699(c) in that they are current or former employees of Defendant, and one or more of the
6 alleged violations were committed against them

7 19. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee,
8 including Plaintiff, may pursue a civil action arising under PAGA after the following
9 requirements have been met:
10

11 a. The aggrieved employee shall give written notice by online submission
12 (hereinafter “Employee's Notice”) to the LWDA and by certified mail to the employer
13 of the specific provisions of the California Labor Code alleged to have been violated,
14 including the facts and theories to support the alleged violations.

15 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer
16 and the aggrieved employee by certified mail that it does not intend to investigate the
17 alleged violation within sixty (60) calendar days of the postmark date of the
18 Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not
19 provided within sixty-five (65) calendar days of the postmark date of the Employee’s
20 Notice, the aggrieved employee may commence a civil action pursuant to California
21 Labor Code section 2699 to recover civil penalties in addition to any other penalties to
22 which the employee may be entitled
23
24

25 20. On September 11, 2020, Plaintiff provided written notice by online submission to the
26 LWDA and by certified mail to Defendant of the specific provisions of the California Labor
27 Code
28

1 alleged to have been violated, including the facts and theories to support the alleged violations.
2 Plaintiff did not receive an LWDA Notice within sixty-five (65) days of the date of the
3 submission of Plaintiff's Notice.

4 21. Therefore, the administrative prerequisites under California Labor Code section
5 2699.3(a) to recover civil penalties, including unpaid wages and premium wages per California
6 Labor Code section 558 against Defendant, in addition to other remedies, for violations of
7 California Labor Code sections 201, 202, 203, 204, 216, 221, 226, 226.7, 512, 1174, and 2802,
8 and failure to provide a suitable rest area and seating for employees pursuant to IWC Wage
9 Orders #5, sections 13(b) and 14 have been satisfied.

11 **GENERAL ALLEGATIONS**

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

15 23. Defendant employed Plaintiff as an hourly-paid, non-exempt employee from
16 approximately April 2016 to approximately August 2020, in the State of California, including
17 the County of Los Angeles.

19 24. Defendant hired Plaintiff and the other class members, classified them as hourly-paid or
20 non-exempt employees, and failed to compensate them for all hours worked and missed meal
21 periods and/or rest breaks.

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

26 26. Plaintiff and the other class members worked over eight (8) hours in a day, and/or forty
27 (40) hours in a week during their employment with Defendant.

1 27. Plaintiff is informed and believe, and based thereon allege, that Defendant engaged in a
2 uniform policy/practice of wage abuse against their hourly-paid or non-exempt employees
3 within the State of California. This uniform policy/practice involved, *inter alia*, failing to pay
4 them for all regular and/or overtime wages earned and for missed meal periods and rest breaks
5 in violation of California law.

6 28. Plaintiff is informed and believe, and based thereon allege, that Defendant knew or
7 should have known that Plaintiff and the other class members were entitled to receive certain
8 wages for overtime compensation and that they were not receiving accurate overtime
9 compensation for all overtime hours worked.
10

11 29. Plaintiff is informed and believe, and based thereon allege, that Defendant failed to
12 provide Plaintiff and the other class members the required rest and meal periods during the
13 relevant time period as required under the Industrial Welfare Commission Wage Orders and,
14 thus, they are entitled to any and all applicable penalties.
15

16 30. Plaintiff is informed and believe, and based thereon allege, that Defendant knew or
17 should have known that Plaintiff and the other class members were entitled to receive all meal
18 periods or payment of one additional hour of pay at Plaintiff's and the other class members'
19 regular rate of pay when a meal period was missed, and they did not receive all meal periods or
20 payment of one additional hour of pay at Plaintiff's and the other class members' regular rate
21 of compensation when a meal period was missed.
22

23 31. Plaintiff is informed and believe, and based thereon allege, that Defendant knew or
24 should have known that Plaintiff and the other class members were entitled to receive all rest
25 periods or payment of one additional hour of pay at Plaintiff's and the other class members'
26 regular rate of compensation when a rest period was missed, and they did not receive all rest
27 periods or payment of one additional hour of pay at Plaintiff's and the other class members'
28

1 regular rate of pay when a rest period was missed.

2 32. Plaintiff is informed and believe, and based thereon allege, that Defendant knew or
3 should have known that Plaintiff and the other class members were entitled to receive at least
4 minimum wages for compensation and that they were not receiving at least minimum wages
5 for all hours worked.

6 33. Plaintiff is informed and believe, and based thereon allege, that Defendant knew or
7 should have known that Plaintiff and the other class members were entitled to receive all wages
8 owed to them upon discharge or resignation, including overtime and minimum wages and meal
9 and rest period premiums, and Plaintiff and the other class members did not, in fact, receive all
10 such wages owed to them at the time of their discharge or resignation.

11 34. Plaintiff is informed and believe, and based thereon allege, that Defendant knew or
12 should have known that Plaintiff and the other class members were entitled to receive all wages
13 owed to them during their employment. Plaintiff and the other class members did not receive
14 payment of all wages, including overtime and minimum wages and meal and rest period
15 premiums, within any time permissible under California Labor Code section 204.

16 35. Plaintiff is informed and believe, and based thereon allege, that Defendant knew or
17 should have known that Plaintiff and the other class members were entitled to receive complete
18 and accurate wage statements in accordance with California law, but, in fact, they did not
19 receive complete and accurate wage statements from Defendant.

20 36. Plaintiff is informed and believes, and based thereon allege, that Defendant knew or
21 should have known that Defendant had to keep complete and accurate payroll records for
22 Plaintiff and the other class members in accordance with California law, but, in fact, did not
23 keep complete and accurate payroll records.

24 37. Plaintiff is informed and believes, and based thereon allege, that Defendant knew or
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1 should have known that Plaintiff and the other class members were entitled to reimbursement
2 for necessary business-related expenses.

3 38. Plaintiff is informed and believes, and based thereon allege, that Defendant knew or
4 should have known that they had a duty to compensate Plaintiff and the other class members
5 pursuant to California law, and that Defendant had the financial ability to pay such
6 compensation but willfully, knowingly, and intentionally failed to do so, and falsely
7 represented to Plaintiff and the other class members that they were properly denied wages, all
8 in order to increase Defendant's profits.

9
10 39. During the relevant time period, Defendant failed to pay overtime wages to Plaintiff
11 and the other class members for all overtime hours worked. Plaintiff and the other class
12 members were required to work more than eight (8) hours per day and/or forty (40) hours per
13 week without overtime compensation for all overtime hours worked.

14 40. During the relevant time period, Defendant failed to provide the requisite uninterrupted
15 meal and rest periods to Plaintiff and the other class members.

16
17 41. During the relevant time period, Defendant failed to pay Plaintiff and the other class
18 members at least minimum wages for all hours worked.

19 42. During the relevant time period, Defendant failed to pay Plaintiff and the other class
20 members all wages owed to them upon discharge or resignation.

21 43. During the relevant time period, Defendant failed to pay Plaintiff and the other class
22 members all wages within any time permissible under California law, including, *inter alia*,
23 California Labor Code section 204.

24
25 44. During the relevant time period, Defendant failed to provide complete or accurate wage
26 statements to Plaintiff and the other class members.

27 45. During the relevant time period, Defendant failed to keep complete or accurate payroll
28

1 records for Plaintiff and the other class members.

2 46. During the relevant time period, Defendant failed to reimburse Plaintiff and the other
3 class members for all necessary business-related expenses and costs.

4 47. During the relevant time period, Defendant failed to properly compensate Plaintiff and
5 the other class members pursuant to California law in order to increase Defendant's profits.

6 48. During the relevant time period, Defendant failed to provide a suitable rest area and
7 seating for employees pursuant to IWC Wage Orders #5, sections 13(b).
8

9 **FIRST CAUSE OF ACTION**

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

11 **(Against All Named Defendants and all DOE Defendants)**

12 49. Plaintiff incorporate by reference the allegations contained in paragraphs 1 through 48,
13 and each and every part thereof with the same force and effect as though fully set forth herein.

14 50. At all relevant times, the IWC Order and California Labor Code sections 226.7 and
15 512(a) were applicable to Plaintiff and the other class members' employment by Defendant.
16

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

20 52. At all relevant times, the applicable IWC Wage Order and California Labor Code
21 section 512(a) provide that an employer may not require, cause or permit an employee to work
22 for a work period of more than five (5) hours per day without providing the employee with a
23 meal period of not less than thirty (30) minutes, except that if the total work period per day of
24 the employee is no more than six (6) hours, the meal period may be waived by mutual consent
25 of both the employer and employee.
26

27 53. At all relevant times, the applicable IWC Wage Order and California Labor Code
28

1 section 512(a) further provide that an employer may not require, cause or permit an employee
2 to work for a work period of more than ten (10) hours per day without providing the employee
3 with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the
4 total hours worked is no more than twelve (12) hours, the second meal period may be waived
5 by mutual consent of the employer and the employee only if the first meal period was not
6 waived.

7 54. During the relevant time period, Plaintiff and the other class members who were
8 scheduled to work for a period of time no longer than six (6) hours, and who did not waive
9 their legally-mandated meal periods by mutual consent, were required to work for periods
10 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
11 minutes and/or rest period.
12

13 55. At all relevant times, the IWC Order and California Labor Code sections 226.7 and
14 512(a) were applicable to Plaintiff and the other class members' employment by Defendant.
15

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

19 57. At all relevant times, the applicable IWC Wage Order and California Labor Code
20 section 512(a) provide that an employer may not require, cause or permit an employee to work
21 for a work period of more than five (5) hours per day without providing the employee with a
22 meal period of not less than thirty (30) minutes, except that if the total work period per day of
23 the employee is no more than six (6) hours, the meal period may be waived by mutual consent
24 of both the employer and employee.
25

26 58. At all relevant times, the applicable IWC Wage Order and California Labor Code
27 section 512(a) further provide that an employer may not require, cause or permit an employee
28

1 to work for a work period of more than ten (10) hours per day without providing the employee
2 with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the
3 total hours worked is no more than twelve (12) hours, the second meal period may be waived
4 by mutual consent of the employer and the employee only if the first meal period was not
5 waived.

6 59. During the relevant time period, Plaintiff and the other class members who were
7 scheduled to work for a period of time no longer than six (6) hours, and who did not waive
8 their legally-mandated meal periods by mutual consent, were required to work for periods
9 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
10 minutes and/or rest period.
11

12 **SECOND CAUSE OF ACTION**

13 **(Violation of California Labor Code § 226.7)**

14 **(Against All Named Defendants and all DOE Defendants)**
15

16 60. Plaintiff incorporate by reference the allegations contained in paragraphs 1 through 59,
17 and each and every part thereof with the same force and effect as though fully set forth herein.

18 61. At all times herein set forth, the applicable IWC Wage Order and California Labor

19 62. Code section 226.7 were applicable to Plaintiff and the other class members'
20 employment by Defendant.

21 63. At all relevant times, California Labor Code section 226.7 provides that no employer
22 shall require an employee to work during any rest period mandated by an applicable order of
23 the California IWC.
24

25 64. At all relevant times, the applicable IWC Wage Order provides that “[c]very employer
26 shall authorize and permit all employees to take rest periods, which insofar as practicable shall
27 be in the middle of each work period” and that the “rest period time shall be based on the total
28

1 hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
2 fraction thereof” unless the total daily work time is less than three and one-half (3 1/2) hours.

3 65. During the relevant time period, Defendant required Plaintiff and other class members
4 to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period
5 per each four (4) hour period worked.

6 66. During the relevant time period, Defendant willfully required Plaintiff and the other
7 class members to work during rest periods and failed to pay Plaintiff and the other class
8 members the full rest period premium for work performed during rest periods.

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

11 68. Defendant’s conduct violates applicable IWC Wage Orders and California Labor Code
12 section 226.7.

13 69. Pursuant to the applicable IWC Wage Orders and California Labor Code section
14 226.7(b), Plaintiff and the other class members are entitled to recover from Defendant one
15 additional hour of pay at the employees’ regular hourly rate of compensation for each work day
16 that the rest period was not provided
17

18
19 **THIRD CAUSE OF ACTION**

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

21 **(Against All Named Defendants and all DOE Defendants)**

22 70. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 69,
23 and each and every part thereof with the same force and effect as though fully set forth herein.

24 71. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide
25 that the minimum wage to be paid to employees, and the payment of a lesser wage than the
26 minimum so fixed is unlawful.
27
28

1 72. During the relevant time period, Defendant failed to pay minimum wage to Plaintiff
2 and the other class members as required, pursuant to California Labor Code sections 1194,
3 1197, and 1197.1.

4 73. Defendant's failure to pay Plaintiff and the other class members the minimum wage as
5 required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those
6 sections Plaintiff and the other class members are entitled to recover the unpaid balance of their
7 minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated
8 damages in an amount equal to the wages unlawfully unpaid and interest thereon.
9

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

14 75. 107. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
15 members are entitled to recover liquidated damages in an amount equal to the wages
16 unlawfully unpaid and interest thereon.
17

18 **FOURTH CAUSE OF ACTION**

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

20 **(Against All Named Defendants and all DOE Defendants)**

21 76. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 75,
22 and each and every part thereof with the same force and effect as though fully set forth herein.

23 77. California Labor Code section 1198 and the applicable Industrial Welfare Commission
24 ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them
25 at a rate of pay either time-and-one-half or two-times that person's regular rate of pay,
26 depending on the number of hours worked by the person on a daily or weekly basis.
27
28

1 78. Specifically, the applicable IWC Wage Order provides that Defendant is and was
2 required to pay Plaintiff and the other class members employed by Defendant and working
3 more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of
4 time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty
5 (40) hours in a workweek.

6 79. The applicable IWC Wage Order further provides that Defendant are and were required
7 to pay Plaintiff and the other class members overtime compensation at a rate of two times their
8 regular rate of pay for all hours worked in excess of twelve (12) hours in a day.
9

10 80. California Labor Code section 510 codifies the right to overtime compensation at one-
11 and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a
12 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of
13 work, and to overtime compensation at twice the regular hourly rate for hours worked in excess
14 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of
15 work.
16

17 81. During the relevant time period, Plaintiff and the other class members worked in excess
18 of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

19 82. During the relevant time period, Defendant intentionally and willfully failed to pay
20 overtime wages owed to Plaintiff and the other class members.

21 83. Defendant's failure to pay Plaintiff and the other class members the unpaid balance of
22 overtime compensation, as required by California laws, violates the provisions of California
23 Labor Code sections 510 and 1198, and is therefore unlawful.
24

25 84. Pursuant to California Labor Code section 1194, Plaintiff and the other class members
26 are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys'
27 fees.
28

FIFTH CAUSE OF ACTION

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

(Against All Named Defendants and all DOE Defendants)

85. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 84, and each and every part thereof with the same force and effect as though fully set forth herein.

86. 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.

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

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

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

90. Plaintiff and the other class members are entitled to recover from Defendant the

1 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum,
2 pursuant to California Labor Code section 203.

3 **SIXTH CAUSE OF ACTION**

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

5 **(Against All Named Defendants and all DOE Defendants)**

6 91. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 90,
7 and each and every part thereof with the same force and effect as though fully set forth herein.

8 92. At all material times set forth herein, California Labor Code section 226(a) provides
9 that every employer shall furnish each of his or her employees an accurate itemized statement
10 in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the
11 number of piece-rate units earned and any applicable piece rate if the employee is paid on a
12 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
13 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
14 dates of the period for which the employee is paid, (7) the name of the employee and his or her
15 social security number, (8) the name and address of the legal entity that is the employer, and
16 (9) all applicable hourly rates in effect during the pay period and the corresponding number of
17 hours worked at each hourly rate by the employee. The deductions made from payments of
18 wages shall be recorded in ink or other indelible form, properly dated, showing the month, day,
19 and year, and a copy of the statement or a record of the deductions shall be kept on file by the
20 employer for at least three years at the place of employment or at a central location within the
21 State of California.

22 93. Defendant has intentionally and willfully failed to provide Plaintiff and the other class
23 members with complete and accurate wage statements. The deficiencies include, but are not
24 limited to: the failure to include the total number of hours worked by Plaintiff and the other
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1 class members.

2 94. As a result of Defendant's violation of California Labor Code section 226(a), Plaintiff
3 and the other class members have suffered injury and damage to their statutorily- protected
4 rights.

5 95. More specifically, Plaintiff and the other class members have been injured by
6 Defendant's intentional and willful violation of California Labor Code section 226(a) because
7 they were denied both their legal right to receive, and their protected interest in receiving,
8 accurate and itemized wage statements pursuant to California Labor Code section 226(a).
9

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

13 97. Plaintiff and the other class members are also entitled to injunctive relief to ensure
14 compliance with this section, pursuant to California Labor Code section 226(h).
15

16 **SEVENTH CAUSE OF ACTION**

17 **(Violation of California Labor Code § 1174(d))**

18 **(Against All Named Defendants and all DOE Defendants)**

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

21 99. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central
22 location in the state or at the plants or establishments at which employees are employed,
23 payroll records showing the hours worked daily by and the wages paid to, and/or the number of
24 piece-rate units earned by and any applicable piece rate paid to, employees employed at the
25 respective plants or establishments. These records shall be kept in accordance with rules
26 established for this purpose by the commission, but in any case shall be kept on file for not less
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1 than two years.

2 100. Defendant has intentionally and willfully failed to keep accurate and complete payroll
3 records showing the hours worked daily and the wages paid to Plaintiff and the other class
4 members.

5 101. As a result of Defendant's violation of California Labor Code section 1174(d), Plaintiff
6 and the other class members have suffered injury and damage to their statutorily- protected
7 rights.

8 102. More specifically, Plaintiff and the other class members have been injured by
9 Defendant's intentional and willful violation of California Labor Code section 1174(d) because
10 they were denied both their legal right and protected interest in having available accurate and
11 complete payroll records pursuant to California Labor Code section 1174(d).
12

13 **EIGHTH CAUSE OF ACTION**

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

15 **(Against All Named Defendants and all DOE Defendants)**

16
17 103. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through
18 102, and each and every part thereof with the same force and effect as though fully set forth
19 herein.

20 104. Pursuant to California Labor Code sections 2800 and 2802, an employer must
21 reimburse its employee for all necessary expenditures incurred by the employee in direct
22 consequence of the discharge of his or her job duties or in direct consequence of his or her job
23 duties or in direct consequence of his or her obedience to the directions of the employer.
24

25 105. Plaintiff and the other class members incurred necessary business- related expenses and
26 costs that were not fully reimbursed by Defendant.

27 106. Defendant has intentionally and willfully failed to reimburse Plaintiff and the other
28

1 class members for all necessary business-related expenses and costs.

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

6 **NINTH CAUSE OF ACTION**

7 **(Violation of Business and Professions Code §§ 17200, et seq.)**

8 **(Against All Named Defendants and all DOE Defendants)**

9
10 108. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 107,
11 and each and every part thereof with the same force and effect as though fully set forth herein.

12 109. Defendant's conduct, as alleged herein, has been, and continues to be, unfair, unlawful,
13 and harmful to Plaintiff, other class members, the general public, and Defendant's competitors.

14 Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the
15 meaning of Code of Civil Procedure section 1021.5.

16
17 110. Defendant's activities as alleged herein are violations of California law and constitute
18 unlawful business acts and practices in violation of California Business & Professions Code
19 section 17200, et seq.

20 111. A violation of California Business & Professions Code section 17200, et seq. may be
21 predicated on the violation of any state or federal law. In this instant case, Defendant's policies
22 and practices of requiring employees, including Defendant's policies and practices of requiring
23 employees, including Plaintiff and the other class members, to work overtime without paying
24 them proper compensation violate California Labor Code sections 510 and 1198. Additionally,
25 Defendant's policies and practices of requiring employees, including Plaintiff and the other
26 class members, to work through their meal and rest periods without paying them proper
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28

1 compensation violate California Labor Code sections 226.7 and 512(a). Defendant's policies
2 and practices of failing to pay minimum wages violate California Labor Code sections 1194,
3 1197, and 1197.1. Moreover, Defendant's policies and practices of failing to timely pay wages
4 to Plaintiff and the other class members violate California Labor Code sections 201, 202 and
5 204. Defendant also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

6 112. As a result of the herein described violations of California law, Defendant unlawfully
7 gained an unfair advantage over other businesses.

8 113. Plaintiff and the other class members have been personally injured by Defendant's
9 unlawful business acts and practices as alleged herein, including, but not necessarily limited to,
10 the loss of money and/or property.

11 114. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff
12 and the other class members are entitled to restitution of the wages withheld and retained by
13 Defendant during a period that commences January 1, 2020; an award of attorneys' fees
14 pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and
15 an award of costs.
16

17
18 **TENTH CAUSE OF ACTION**

19 **(Private Attorneys General Act)**

20 **(Against All Named Defendants and all DOE Defendants)**

21 115. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through
22 114, and each and every part thereof with the same force and effect as though fully set forth
23 herein.

24 116. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
25 Defendant of the specific violations of the California Labor Code that Defendant and DOE
26 defendants have violated and continue to violate.
27
28

1 117. Pursuant to California Labor code section 2699.3, no response was received from the
2 LWDA within 65 days of the postmark date of the above-alleged letter.

3 118. Plaintiff therefore has exhausted all administrative remedies required of him under
4 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
5 cause of action and pursue penalties in a representative action for Defendant's violations of the
6 Labor Code.

7 119. Pursuant to California Labor Code section 2699, any provisions of the Labor Code that
8 provides for a civil penalty to be assessed and collected by the LWDA or any of its
9 departments, divisions, commissions, boards, agencies, or employees for violation of the code
10 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
11 on behalf of himself or herself and other current or former employees pursuant to the
12 procedures specified in California Labor Code section 2699.3.

13 120. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
14 violator and had one or more of the alleged violations committed against her, and therefore is
15 properly suited to represent the interests of other current and former hourly, non-exempt
16 employees who worked for Defendant in the State of California at any and all locations during
17 the PAGA period.

18 121. Based on the acts alleged above, Plaintiff, on behalf of herself and others, seeks
19 penalties under California Labor Code sections 2698 and 2699 because of Defendant's
20 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

21 122. Plaintiff therefore has exhausted all administrative remedies required of him under
22 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
23 cause of action and pursue penalties in a representative action for Defendant's violations of the
24 Labor Code.
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1 123. California Labor Code section 2699 et seq. imposes penalties upon culpable Defendant
2 for violating the Labor Code.

3 124. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for the
4 following: Violations of California Labor Code sections sections 201, 202, 203, 204, 216, 221,
5 226, 226.7, 512, 1174, and 2802, and failure to provide a suitable rest area and seating for
6 employees pursuant to IWC Wage Orders #5, sections 13(b) and 14.

7 125. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
8 costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved
9 employees as alleged herein in an amount to be shown according to proof at trial and within the
10 jurisdictional limits of this Court.
11

12
13 **PRAYER FOR RELIEF**

14
15 WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated,
16 respectfully prays for relief against Defendant, as follows:

- 17 1. For compensatory damages in an amount to be ascertained at trial;
18 2. For restitution of all monies due to Plaintiff and CLASS MEMBERS, as well as
19 disgorged profits from Defendant's unfair and unlawful business practices;
20 3. For meal and rest period compensation pursuant to California Labor Code § 226.7 and
21 IWC Wage Order No. 5-2001;
22 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
23 5. For waiting time penalties pursuant to California Labor Code § 203;
24 6. For statutory and civil penalties according to proof, including but not limited to all
25 penalties authorized by California Labor Code §§ 226(e) and 2698- 2699.5;
26 7. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code
27 §§ 218.6, 1194 and 2802, California Civil Code §§ 3287 and 3288, and/or any other
28 applicable provision providing for pre-judgment interest;

- 1 8. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 1194 and
- 2 2802, California Civil Code § 1021.5, and any other applicable provisions providing for
- 3 attorneys' fees and costs;
- 4 9. For declaratory relief;
- 5 10. For an order certifying the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth,
- 6 and Ninth causes of action as a class action;
- 7 11. For an order appointing Plaintiff as class representative and Plaintiff's counsel as class
- 8 counsel; and
- 9 12. For such further relief that the Court may deem just and proper.

10 DATED: June 5, 2021

MESSRELIAN LAW INC.

11
12 By _____
13 Harout Messrelian, Esq.
14 Attorneys for Plaintiff Carina Camberos
15
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EXHIBIT 2

VIA ELECTRONIC FILING

September 11, 2020

California Labor & Workforce Development Agency (LWDA)
Attn. PAGA Administrator
800 Capitol Mall, MIC-55
Sacramento, California 95814

VIA U.S. CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

GREAT AMERICAN CHICKEN CORP, INC.
c/o SHAOUL LEVY
201 WILSHIRE BLVD., 2nd FLOOR
SANTA MONICA, CA 90401

GREAT AMERICAN CHECKEN CORP, INC.
1990 S. BUNDY DR., SUITE 250
LOS ANGELES, CA 90025

CARINA CAMBEROS v. GREAT AMERICAN CHICKEN CORP, INC.

RE: PRIVATE ATTORNEYS GENERAL ACT

To Whom It May Concern:

Please be informed that Ms. Carina Camberos ("Ms. Camberos" or "our client") seeks penalties on behalf of the State of California and all current and former non-exempt or hourly paid California employees ("aggrieved employees") who worked for GREAT AMERICAN CHICKEN CORP, INC. (hereinafter referred to as "GACC") during the relevant time period pursuant to California Labor Code section 2698, et. seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA"). The purpose of this letter is to comply with the statutory requirements of California Labor Code section 2699.3 and shall constitute notice of the same.

Ms. Camberos started working for GACC on or around April 2016 at the KFC fast food restaurant located at 11864 Wilmington Ave., in Los Angeles, California. Ms. Camberos initially started her employment tenure with GACC as a cashier/team member but moved up to Shift Supervisor on or around 2018. Ms. Camberos' employment with GACC ended on or around August 25, 2020. Ms. Camberos was classified as an hourly, non-exempt employee.

It is our position that GACC has violated the following Labor Code Sections against Ms. Camberos and other similarly situated aggrieved employees:

GACC did not provide Ms. Camberos and other similarly situated aggrieved employees with the minimum wages to which they were entitled for all work performed and did not compensate her and others for all hours worked pursuant to California Labor Code sections 1194, 1197 and 1197.1. Ms. Camberos and others were not paid for all hours worked and consistently worked "off the clock". This is so because Ms. Camberos and others would often times clock out for their alleged meal break but would continue to work and then have to remember to clock back in to make it seem as though a statutory break was actually taken. GACC's management was unequivocally aware of the latter and it was part of the standard course of action at the restaurant.

Due to the "off the clock" and minimum wage violations as alleged above, GACC also violated Labor Code §510 because it failed to pay our client and other similarly situated aggrieved employees overtime, even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout their employment. Ms. Camberos and other similarly situated aggrieved employees would have been entitled to overtime (and in some cases, additional overtime) by virtue of working through their meal breaks while "off the clock". As such, Ms. Camberos and other employees would be entitled to overtime compensation.

GACC violated Labor Code § 226.7 and the appropriate Industrial Welfare Commission Wage Order (Wage Order no. 5) because it failed to provide Ms. Camberos and others with 10-minute rest periods for every four hours of work, or majority portion thereof, throughout their employment. GACC did not completely relieve Ms. Camberos and others of all duty during said rest periods. GACC did not pay to Ms. Camberos and others one additional hour of pay at Ms. Camberos' regular rate of compensation for each workday that one or more statutory rest periods was not provided. It was not company policy and not part of the culture for employees such as Ms. Camberos and others to take rest breaks. As such, the culture at GACC did not lend itself to the employees receiving statutory breaks wherein they were relieved of all work duties. It was the normal practice and custom of GACC not to authorize, permit, and enforce statutory rest periods. In fact, Ms. Camberos' boss, Maria Ruiz, unequivocally and specifically advised Ms. Camberos and others that they were NOT entitled to a 10-minute rest break and could not take one. The latter was a function of making sure that employees were working around the clock due to understaffing issues. As such, Ms. Camberos and others did not receive a statutory, uninterrupted rest break wherein she was relieved of all work duties.

GACC violated Labor Code §§ 512 and 226.7 along with the appropriate Industrial Welfare Commission Wage Order (Wage Order no. 5) because it failed to provide Ms. Camberos and others the requisite 30-minute, uninterrupted meal periods for every five (5) hours of work throughout their employment. GACC did not completely relieve Ms. Camberos and others of all duty during said meal periods. GACC did not pay to Ms. Camberos and others one additional hour of pay at Ms. Camberos' regular rate of compensation for each workday that one or more statutory meal periods was not provided. Like the rest breaks, receiving a thirty-minute uninterrupted meal break was not part of the culture and was not strictly enforced by GACC. It was the normal practice and custom of GACC not to authorize, permit, and enforce statutory meal periods. Ms. Camberos is not aware of signing any "On Duty Meal Period Agreement" and even if she did, it would not be valid and enforceable since the nature of Ms. Camberos' job did not prevent her from relieved of all duty and taking an uninterrupted meal period. Moreover, although management would make it

a point to have employees such as Ms. Camberos "clock out" for meal breaks, that was only meant to show compliance on paper and would at times even be after the 5th hour worked. As alluded to above, the reality was that Ms. Camberos would "clock out" on the timekeeping system but then continue working through her meal break and would then have to remember to clock back in. The reason that Ms. Camberos and others had to continue working was because they were consistently understaffed. Furthermore, even if Ms. Camberos somehow got the opportunity to take a meal period, it was almost always interrupted because the meal breaks were taken at the restaurant during work hours. As such, since Ms. Camberos is the shift supervisor, she would always be interrupted and bothered with questions and issues in the event she even had the opportunity to take a meal break. Moreover, even if Ms. Camberos was able to take a meal period, it would be after the 5th hour worked. In this circumstance, GACC and supervisor Maria Ruiz had an extremely specific and clear policy: Ms. Camberos was advised to manipulate and fix the employee time cards, including her own, to make sure it looked like there was compliance with the meal break requirements and that employees were receiving their meal breaks before the 5th hour worked. The reason Maria Ruiz wanted Ms. Camberos and others to manipulate and manually change the time clocks was because Ms. Ruiz was trying to avoid paying the employees meal period penalties for missed, late, or interrupted meal breaks. Ms. Camberos would in fact get very upset when Ms. Ruiz would ask her to change and manipulate the timecards because not only would Ms. Camberos not get an actual meal break, but then she would have to manipulate the timecards to show that she did in fact get one and that she got a full meal break in a timely fashion. It is important to note that other shift supervisors as well as Maria Ruiz manipulated and changed the timecards as well. For all of the above reasons, Ms. Camberos and others did not receive statutory, uninterrupted, and timely meal breaks wherein they were relieved of all work duties.

Furthermore, during the relevant time period and due to allegations above, GACC failed to pay Ms. Camberos and others all wages due to them within any time period specified by California Labor Code section 204. GACC was also in violation of California Labor Code section 226(a), by failing to provide accurate, itemized wage statements and include pertinent information on the wage statements, including but not limited to, all hours worked (minimum wages), the applicable hourly rates, the legal name and address of the employer, gross wages earned, net wages earned, premium pay for the missed meal and rest breaks, the correct start and end of each pay period, and all deductions, among others. As such, GACC did not provide Ms. Camberos and other similarly situated aggrieved employees with complete, accurate itemized wage statements.

During the relevant time period, GACC also failed to keep accurate and complete payroll records showing the actual hours worked per day and the wages paid to Ms. Camberos and others pursuant to California Labor Code sections 1174(d).

GACC also violated Labor Code § 203 because it willfully failed to pay other similarly situated aggrieved employees earned and due wages upon separation of employment, either immediately upon involuntary termination, or within 72 hours of resignation. These earned but unpaid wages include minimum wages and compensation for all hours worked, premium pay for missed meal and rest breaks, and business expense reimbursement, among others.

Additionally, during the relevant time period, Ms. Camberos and others incurred necessary, business-related expenses and costs that were not reimbursed by GACC. These costs include, but are not limited to, use of personal cell phones for work purposes. Even though there was a landline at the KFC store, Ms. Camberos would often be contacted by management on her personal cell phone to discuss work-related issues. Moreover, Ms. Camberos would drive to other stores in her personal vehicle to pick up merchandise and did not receive mileage reimbursement on those occasions. Accordingly, GACC was in violation of California Labor Code sections 2800 and 2802.

Moreover, during the relevant time period, Ms. Camberos was also retaliated against pursuant to Labor Code Sections 98.6 and 1102.5 for complaining about wage and hour violations at the workplace. Ironically enough, Ms. Camberos was terminated for allegedly manipulating her own time records. The allegation was that Ms. Camberos clocked herself in earlier than when she reported to work, and this amounted to some sort of wage theft. The truth of the matter is that Ms. Camberos was late to work and informed management that was late to work. As such, Ms. Camberos would have absolutely no reason or incentive to manipulate her time records to reflect an earlier start. The true reason for Ms. Camberos' termination had to do with the consistent complaints that Ms. Camberos would make to supervisor Maria Ruiz regarding the lack of statutory breaks and the fact that Ms. Camberos was consistently asked to manipulate time clock entries in order to prevent employees from receiving their meal break penalties for late meal periods or for meal periods that were never taken. As alluded to above, Ms. Camberos would get upset when Maria Ruiz would ask her to manipulate time clock entries because it was one thing for the employees not to receive statutory meal breaks, but a completely different thing to make it seem like they did on paper to prevent employees from receiving statutory penalties for the violations. As such, GACC retaliated against Ms. Camberos and terminated Ms. Camberos for consistently complaining about not only the lack of statutory meal and rest breaks, but for also complaining about having to illegally manipulate time clock entries to make it seem like there was compliance on paper with the California Labor Code.

Furthermore, during the relevant time period, GACC did not provide suitable seating for its employees and did not provide a suitable resting area for employees as is required pursuant to Industrial Welfare Commission Wage Order no. 5, Sections 13(b) and 14. In fact, even if employees were to try to take some kind of a break, there was no place to eat and absolutely no breakroom and no chairs on which to sit and relax in contravention of California law.

Furthermore, we believe your company has also violated Labor Code Section 558 and has engaged in business practices which violate Business and Professions Code Section 17200.

Each of the aforementioned violations, except the violations for inaccurate pay statements under Labor Code section 226(a), is among the enumerated serious violations set forth in Labor Code § 2699.5, for which there is no statutory right to cure.

Please take notice that, based upon the above-mentioned violations, and in addition to the penalties provided by those specific sections themselves, Ms. Camberos also intends to seek penalties under the following Labor Code sections which themselves are inviolable but provide



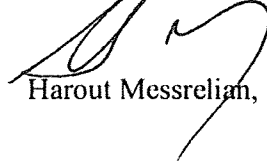
500 N. Central Avenue, Suite 840
Glendale, California 91203
Tel: (818) 484-6531
Fax: (818) 956-1983

for recovery of penalties for violating one or more of the above-mentioned Labor Code sections:
Labor Code §§ 558, 226.3, 1197.1.

Should your agency choose not to pursue this matter, this law office intends to vigorously prosecute the aforementioned Labor Code violations on its behalf and vindicate the rights of all employees who have been subjected to these same Labor Code violations by GACC.

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

Very Truly Yours,



Harout Messrelian, Esq.

EXHIBIT 3

MESSRELIAN LAW INC.

Harout Messrelian, Esq., SB# 272020
500 N. Central Ave. Suite 840
Glendale, California 91203
Telephone: (818) 484-6531
Facsimile: (818) 956-1983

**CONFORMED COPY
ORIGINAL FILED**
Superior Court of California
County of Los Angeles

AUG 30 2021

HAIG B. KAZANJIAN LAWEYRS APC

Haig B. Kazanjian (SBN 278622)
801 N. Brand Blvd., Suite 970
Glendale, CA 91203
Tel: (818) 696-2306
Email: haig@hbklawyers.com

Shamir R. Carter, Executive Officer/Clerk of Court

Attorneys for Plaintiff Carina Camberos

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CARINA CAMBEROS, on behalf of herself)
and others similarly situated,)

PLAINTIFF,)

v.)

GREAT AMERICAN CHICKEN CORP,)
INC.; and DOES 1 thru 50, inclusive,)

DEFENDANTS.)

CASE NO.: **21ST CV32015**

COMPLAINT FOR DAMAGES FOR:

- 1) Failure to Provide Meal Periods
- 2) Failure to Authorize and Permit Rest Periods
- 3) Failure to Pay Minimum Wages
- 4) Failure to Pay Overtime Wages
- 5) Failure to Pay All Wages Due to Discharged and Quitting
- 6) Itemized Wage Statements
- 7) Failure to Maintain Required Records
- 8) Failure to Indemnify Employees for Necessary Business Expenses
- 9) Unfair Competition
- 10) Civil Penalties Pursuant to the Private Attorneys General Act ("PAGA")

COMES NOW Plaintiff, CARINA CAMBEROS (hereinafter "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:

PARTIES, JURISDICTION, 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

1 5. Plaintiff Carina Camberos is an individual residing in the State of California, County of
2 Los Angeles.

3 6. Defendant GREAT AMERICAN CHICKEN CORP, Inc. ("DEFENDANT"), at all times
4 herein mentioned, was and is, upon information and belief, a California corporation, and at all
5 times herein mentioned, an employer whose employees are engaged throughout the State of
6 California, including the County of Los Angeles.

7 7. At all relevant times, Defendant GACC was the "employer" of Plaintiff within the
8 meaning of all applicable California laws and statutes.

9 8. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
10 associate of those defendants fictitiously sued as DOES 1 to 50, inclusive, and so Plaintiff sues
11 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
12 defendants, numbers 1 to 50, reside in the State of California and are in some manner
13 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
14 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
15 and capacities of these fictitiously named defendants.

16 9. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
17 that information and belief, alleges that at all times herein mentioned, each of the remaining
18 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
19 under the authority of their agency, employment, or representative capacity, with the consent
20 of his/her codefendants.

21 **CLASS ACTION ALLEGATIONS**

22 10. Plaintiff brings this action on her own behalf and on behalf of all other members of the
23 general public similarly situated, and, thus, seek class certification under California Code of
24 Civil Procedure section 382.

1 11. The proposed class is defined as follows: All current and former hourly-paid or non-
2 exempt employees who worked for Defendant within the State of California between January
3 1, 2020 to final judgment.

4 12. Plaintiff reserves the right to establish additional subclasses as appropriate.

5 13. The class is ascertainable and there is a well-defined community of interest in the
6 litigation

7
8 a. **Numerosity:** The class members are so numerous that joinder of all class
9 members is impracticable. The membership of the entire class is unknown to Plaintiff at
10 this time; however, the class is estimated to be greater than 5,000 individuals and the
11 identity of such membership is readily ascertainable by inspection of Defendant's
12 employment records

13 b. **Typicality:** Plaintiff's claims are typical of all other class members' as
14 demonstrated herein. Plaintiff will fairly and adequately protect the interests of the
15 other class members with whom they have a well-defined community of interest.

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

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

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

5 a. Whether Defendant's failure to pay wages, without abatement or reduction, in
6 accordance with the California Labor Code, was willful;

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

11 c. Whether Defendant required Plaintiff and the other class members to work over
12 eight (8) hours per day and/or over forty (40) hours per week and failed to pay the
13 legally required overtime compensation to Plaintiff and the other class members;

14 d. Whether Defendant deprived Plaintiff and the other class members of meal
15 and/or rest periods or required Plaintiff and the other class members to work during
16 meal and/or rest periods without compensation;

17 e. Whether Defendant failed to pay minimum wages to Plaintiff and the other class
18 members for all hours worked;

19 f. Whether Defendant failed to pay all wages due to Plaintiff and the other class
20 members within the required time upon their discharge or resignation;

21 g. Whether Defendant failed to timely pay all wages due to Plaintiff and the other
22 class members during their employment;

23 h. Whether Defendant complied with wage reporting as required by the California
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1 Labor Code, including, *inter alia*, section 226;

2 i. Whether Defendant kept complete and accurate payroll records as required by
3 the California Labor Code, including, *inter alia*, section 1174(d);

4 j. Whether Defendant failed to reimburse Plaintiff and the other class members for
5 necessary business-related expenses and costs;

6 k. Whether Defendant's conduct was willful or reckless;

7 l. Whether Defendant engaged in unfair business practices in violation of
8 California Business & Professions Code section 17200, et seq.;

9 m. The appropriate amount of damages, restitution, and/or monetary penalties
10 resulting from Defendant's violation of California law; and

11 n. Whether Plaintiff and the other class members are entitled to compensatory
12 damages pursuant to the California Labor Code.

13
14
15 **PAGA ALLEGATIONS**

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

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

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

2 18. Plaintiff was employed by Defendant and the alleged violations were committed against
3 her during her time of employment and she is, therefore, an aggrieved employee. Plaintiff and
4 the other employees are "aggrieved employees" as defined by California Labor Code section
5 2699(c) in that they are current or former employees of Defendant, and one or more of the
6 alleged violations were committed against them

7 19. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee,
8 including Plaintiff, may pursue a civil action arising under PAGA after the following
9 requirements have been met:
10

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

15 b. The LWDA shall provide notice (hereinafter "LWDA Notice") to the employer
16 and the aggrieved employee by certified mail that it does not intend to investigate the
17 alleged violation within sixty (60) calendar days of the postmark date of the
18 Employee's Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not
19 provided within sixty-five (65) calendar days of the postmark date of the Employee's
20 Notice, the aggrieved employee may commence a civil action pursuant to California
21 Labor Code section 2699 to recover civil penalties in addition to any other penalties to
22 which the employee may be entitled
23
24

25 20. On September 11, 2020, Plaintiff provided written notice by online submission to the
26 LWDA and by certified mail to Defendant of the specific provisions of the California Labor
27 Code
28

1 alleged to have been violated, including the facts and theories to support the alleged violations.
2 Plaintiff did not receive an LWDA Notice within sixty-five (65) days of the date of the
3 submission of Plaintiff's Notice.

4 21. Therefore, the administrative prerequisites under California Labor Code section
5 2699.3(a) to recover civil penalties, including unpaid wages and premium wages per California
6 Labor Code section 558 against Defendant, in addition to other remedies, for violations of
7 California Labor Code sections 201, 202, 203, 204, 216, 221, 226, 226.7, 512, 1174, and 2802,
8 and failure to provide a suitable rest area and seating for employees pursuant to IWC Wage
9 Orders #5, sections 13(b) and 14 have been satisfied.
10

11 **GENERAL ALLEGATIONS**

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

15 23. Defendant employed Plaintiff as an hourly-paid, non-exempt employee from
16 approximately April 2016 to approximately August 2020, in the State of California, including
17 the County of Los Angeles.
18

19 24. Defendant hired Plaintiff and the other class members, classified them as hourly-paid or
20 non-exempt employees, and failed to compensate them for all hours worked and missed meal
21 periods and/or rest breaks.

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

26 26. Plaintiff and the other class members worked over eight (8) hours in a day, and/or forty
27 (40) hours in a week during their employment with Defendant.
28

1 27. Plaintiff is informed and believe, and based thereon allege, that Defendant engaged in a
2 uniform policy/practice of wage abuse against their hourly-paid or non-exempt employees
3 within the State of California. This uniform policy/practice involved. *inter alia*, failing to pay
4 them for all regular and/or overtime wages earned and for missed meal periods and rest breaks
5 in violation of California law.

6 28. Plaintiff is informed and believe, and based thereon allege, that Defendant knew or
7 should have known that Plaintiff and the other class members were entitled to receive certain
8 wages for overtime compensation and that they were not receiving accurate overtime
9 compensation for all overtime hours worked.
10

11 29. Plaintiff is informed and believe, and based thereon allege, that Defendant failed to
12 provide Plaintiff and the other class members the required rest and meal periods during the
13 relevant time period as required under the Industrial Welfare Commission Wage Orders and,
14 thus, they are entitled to any and all applicable penalties.

15 30. Plaintiff is informed and believe, and based thereon allege, that Defendant knew or
16 should have known that Plaintiff and the other class members were entitled to receive all meal
17 periods or payment of one additional hour of pay at Plaintiff's and the other class members'
18 regular rate of pay when a meal period was missed, and they did not receive all meal periods or
19 payment of one additional hour of pay at Plaintiff's and the other class members' regular rate
20 of compensation when a meal period was missed.
21

22 31. Plaintiff is informed and believe, and based thereon allege, that Defendant knew or
23 should have known that Plaintiff and the other class members were entitled to receive all rest
24 periods or payment of one additional hour of pay at Plaintiff's and the other class members'
25 regular rate of compensation when a rest period was missed, and they did not receive all rest
26 periods or payment of one additional hour of pay at Plaintiff's and the other class members'
27
28

1 regular rate of pay when a rest period was missed.

2 32. Plaintiff is informed and believe, and based thereon allege, that Defendant knew or
3 should have known that Plaintiff and the other class members were entitled to receive at least
4 minimum wages for compensation and that they were not receiving at least minimum wages
5 for all hours worked.

6 33. Plaintiff is informed and believe, and based thereon allege, that Defendant knew or
7 should have known that Plaintiff and the other class members were entitled to receive all wages
8 owed to them upon discharge or resignation, including overtime and minimum wages and meal
9 and rest period premiums, and Plaintiff and the other class members did not, in fact, receive all
10 such wages owed to them at the time of their discharge or resignation.

12 34. Plaintiff is informed and believe, and based thereon allege, that Defendant knew or
13 should have known that Plaintiff and the other class members were entitled to receive all wages
14 owed to them during their employment. Plaintiff and the other class members did not receive
15 payment of all wages, including overtime and minimum wages and meal and rest period
16 premiums, within any time permissible under California Labor Code section 204.

18 35. Plaintiff is informed and believe, and based thereon allege, that Defendant knew or
19 should have known that Plaintiff and the other class members were entitled to receive complete
20 and accurate wage statements in accordance with California law, but, in fact, they did not
21 receive complete and accurate wage statements from Defendant.

22 36. Plaintiff is informed and believes, and based thereon allege, that Defendant knew or
23 should have known that Defendant had to keep complete and accurate payroll records for
24 Plaintiff and the other class members in accordance with California law, but, in fact, did not
25 keep complete and accurate payroll records.

27 37. Plaintiff is informed and believes, and based thereon allege, that Defendant knew or
28

1 should have known that Plaintiff and the other class members were entitled to reimbursement
2 for necessary business-related expenses.

3 38. Plaintiff is informed and believes, and based thereon allege, that Defendant knew or
4 should have known that they had a duty to compensate Plaintiff and the other class members
5 pursuant to California law, and that Defendant had the financial ability to pay such
6 compensation but willfully, knowingly, and intentionally failed to do so, and falsely
7 represented to Plaintiff and the other class members that they were properly denied wages, all
8 in order to increase Defendant's profits.
9

10 39. During the relevant time period, Defendant failed to pay overtime wages to Plaintiff
11 and the other class members for all overtime hours worked. Plaintiff and the other class
12 members were required to work more than eight (8) hours per day and/or forty (40) hours per
13 week without overtime compensation for all overtime hours worked.

14 40. During the relevant time period, Defendant failed to provide the requisite uninterrupted
15 meal and rest periods to Plaintiff and the other class members.
16

17 41. During the relevant time period, Defendant failed to pay Plaintiff and the other class
18 members at least minimum wages for all hours worked.

19 42. During the relevant time period, Defendant failed to pay Plaintiff and the other class
20 members all wages owed to them upon discharge or resignation.

21 43. During the relevant time period, Defendant failed to pay Plaintiff and the other class
22 members all wages within any time permissible under California law, including, *inter alia*,
23 California Labor Code section 204.
24

25 44. During the relevant time period, Defendant failed to provide complete or accurate wage
26 statements to Plaintiff and the other class members.

27 45. During the relevant time period, Defendant failed to keep complete or accurate payroll
28

1 records for Plaintiff and the other class members.

2 46. During the relevant time period, Defendant failed to reimburse Plaintiff and the other
3 class members for all necessary business-related expenses and costs.

4 47. During the relevant time period, Defendant failed to properly compensate Plaintiff and
5 the other class members pursuant to California law in order to increase Defendant's profits.

6 48. During the relevant time period, Defendant failed to provide a suitable rest area and
7 seating for employees pursuant to IWC Wage Orders #5, sections 13(b).
8

9 **FIRST CAUSE OF ACTION**

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

11 **(Against All Named Defendants and all DOE Defendants)**

12 49. Plaintiff incorporate by reference the allegations contained in paragraphs 1 through 48,
13 and each and every part thereof with the same force and effect as though fully set forth herein.

14 50. At all relevant times, the IWC Order and California Labor Code sections 226.7 and
15 512(a) were applicable to Plaintiff and the other class members' employment by Defendant.
16

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

20 52. At all relevant times, the applicable IWC Wage Order and California Labor Code
21 section 512(a) provide that an employer may not require, cause or permit an employee to work
22 for a work period of more than five (5) hours per day without providing the employee with a
23 meal period of not less than thirty (30) minutes, except that if the total work period per day of
24 the employee is no more than six (6) hours, the meal period may be waived by mutual consent
25 of both the employer and employee.
26

27 53. At all relevant times, the applicable IWC Wage Order and California Labor Code
28

1 section 512(a) further provide that an employer may not require, cause or permit an employee
2 to work for a work period of more than ten (10) hours per day without providing the employee
3 with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the
4 total hours worked is no more than twelve (12) hours, the second meal period may be waived
5 by mutual consent of the employer and the employee only if the first meal period was not
6 waived.

7
8 54. During the relevant time period, Plaintiff and the other class members who were
9 scheduled to work for a period of time no longer than six (6) hours, and who did not waive
10 their legally-mandated meal periods by mutual consent, were required to work for periods
11 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
12 minutes and/or rest period.

13
14 55. At all relevant times, the IWC Order and California Labor Code sections 226.7 and
15 512(a) were applicable to Plaintiff and the other class members' employment by Defendant.

16
17 56. At all relevant times, California Labor Code section 226.7 provides that no employer
18 shall require an employee to work during any meal or rest period mandated by an applicable
19 order of the California IWC.

20
21 57. At all relevant times, the applicable IWC Wage Order and California Labor Code
22 section 512(a) provide that an employer may not require, cause or permit an employee to work
23 for a work period of more than five (5) hours per day without providing the employee with a
24 meal period of not less than thirty (30) minutes, except that if the total work period per day of
25 the employee is no more than six (6) hours, the meal period may be waived by mutual consent
26 of both the employer and employee.

27
28 58. 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

1 to work for a work period of more than ten (10) hours per day without providing the employee
2 with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the
3 total hours worked is no more than twelve (12) hours, the second meal period may be waived
4 by mutual consent of the employer and the employee only if the first meal period was not
5 waived.

6 59. During the relevant time period, Plaintiff and the other class members who were
7 scheduled to work for a period of time no longer than six (6) hours, and who did not waive
8 their legally-mandated meal periods by mutual consent, were required to work for periods
9 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
10 minutes and/or rest period.
11

12 **SECOND CAUSE OF ACTION**

13 **(Violation of California Labor Code § 226.7)**

14 **(Against All Named Defendants and all DOE Defendants)**

15
16 60. Plaintiff incorporate by reference the allegations contained in paragraphs 1 through 59,
17 and each and every part thereof with the same force and effect as though fully set forth herein.

18 61. At all times herein set forth, the applicable IWC Wage Order and California Labor

19 62. Code section 226.7 were applicable to Plaintiff and the other class members'
20 employment by Defendant.

21 63. At all relevant times, California Labor Code section 226.7 provides that no employer
22 shall require an employee to work during any rest period mandated by an applicable order of
23 the California IWC.
24

25 64. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer
26 shall authorize and permit all employees to take rest periods, which insofar as practicable shall
27 be in the middle of each work period" and that the "rest period time shall be based on the total
28

1 hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
2 fraction thereof unless the total daily work time is less than three and one-half (3 1/2) hours.

3 65. During the relevant time period, Defendant required Plaintiff and other class members
4 to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period
5 per each four (4) hour period worked.

6 66. During the relevant time period, Defendant willfully required Plaintiff and the other
7 class members to work during rest periods and failed to pay Plaintiff and the other class
8 members the full rest period premium for work performed during rest periods.

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

11 68. Defendant's conduct violates applicable IWC Wage Orders and California Labor Code
12 section 226.7.

13 69. Pursuant to the applicable IWC Wage Orders and California Labor Code section
14 226.7(b), Plaintiff and the other class members are entitled to recover from Defendant one
15 additional hour of pay at the employees' regular hourly rate of compensation for each work day
16 that the rest period was not provided
17

18
19 **THIRD CAUSE OF ACTION**

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

21 **(Against All Named Defendants and all DOE Defendants)**

22 70. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 69,
23 and each and every part thereof with the same force and effect as though fully set forth herein.

24 71. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide
25 that the minimum wage to be paid to employees, and the payment of a lesser wage than the
26 minimum so fixed is unlawful.
27
28

1 72. During the relevant time period, Defendant failed to pay minimum wage to Plaintiff
2 and the other class members as required, pursuant to California Labor Code sections 1194,
3 1197, and 1197.1.

4 73. Defendant's failure to pay Plaintiff and the other class members the minimum wage as
5 required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those
6 sections Plaintiff and the other class members are entitled to recover the unpaid balance of their
7 minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated
8 damages in an amount equal to the wages unlawfully unpaid and interest thereon.
9

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

14 75. 107. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
15 members are entitled to recover liquidated damages in an amount equal to the wages
16 unlawfully unpaid and interest thereon.
17

18 **FOURTH CAUSE OF ACTION**

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

20 **(Against All Named Defendants and all DOE Defendants)**

21 76. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 75,
22 and each and every part thereof with the same force and effect as though fully set forth herein.

23 77. California Labor Code section 1198 and the applicable Industrial Welfare Commission
24 ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them
25 at a rate of pay either time-and-one-half or two-times that person's regular rate of pay,
26 depending on the number of hours worked by the person on a daily or weekly basis.
27
28

1 78. Specifically, the applicable IWC Wage Order provides that Defendant is and was
2 required to pay Plaintiff and the other class members employed by Defendant and working
3 more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of
4 time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty
5 (40) hours in a workweek.

6 79. The applicable IWC Wage Order further provides that Defendant are and were required
7 to pay Plaintiff and the other class members overtime compensation at a rate of two times their
8 regular rate of pay for all hours worked in excess of twelve (12) hours in a day.
9

10 80. California Labor Code section 510 codifies the right to overtime compensation at one-
11 and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a
12 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of
13 work, and to overtime compensation at twice the regular hourly rate for hours worked in excess
14 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of
15 work.
16

17 81. During the relevant time period, Plaintiff and the other class members worked in excess
18 of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

19 82. During the relevant time period, Defendant intentionally and willfully failed to pay
20 overtime wages owed to Plaintiff and the other class members.

21 83. Defendant's failure to pay Plaintiff and the other class members the unpaid balance of
22 overtime compensation, as required by California laws, violates the provisions of California
23 Labor Code sections 510 and 1198, and is therefore unlawful.
24

25 84. Pursuant to California Labor Code section 1194, Plaintiff and the other class members
26 are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys'
27 fees.
28

FIFTH CAUSE OF ACTION

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

(Against All Named Defendants and all DOE Defendants)

85. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 84, and each and every part thereof with the same force and effect as though fully set forth herein.

86. 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.

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

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

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

90. Plaintiff and the other class members are entitled to recover from Defendant the

1 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum,
2 pursuant to California Labor Code section 203.

3 **SIXTH CAUSE OF ACTION**

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

5 **(Against All Named Defendants and all DOE Defendants)**

6 91. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 90,
7 and each and every part thereof with the same force and effect as though fully set forth herein.

8 92. At all material times set forth herein, California Labor Code section 226(a) provides
9 that every employer shall furnish each of his or her employees an accurate itemized statement
10 in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the
11 number of piece-rate units earned and any applicable piece rate if the employee is paid on a
12 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
13 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
14 dates of the period for which the employee is paid, (7) the name of the employee and his or her
15 social security number, (8) the name and address of the legal entity that is the employer, and
16 (9) all applicable hourly rates in effect during the pay period and the corresponding number of
17 hours worked at each hourly rate by the employee. The deductions made from payments of
18 wages shall be recorded in ink or other indelible form, properly dated, showing the month, day,
19 and year, and a copy of the statement or a record of the deductions shall be kept on file by the
20 employer for at least three years at the place of employment or at a central location within the
21 State of California.

22 93. Defendant has intentionally and willfully failed to provide Plaintiff and the other class
23 members with complete and accurate wage statements. The deficiencies include, but are not
24 limited to: the failure to include the total number of hours worked by Plaintiff and the other
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27
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1 class members.

2 94. As a result of Defendant's violation of California Labor Code section 226(a), Plaintiff
3 and the other class members have suffered injury and damage to their statutorily- protected
4 rights.

5 95. More specifically, Plaintiff and the other class members have been injured by
6 Defendant's intentional and willful violation of California Labor Code section 226(a) because
7 they were denied both their legal right to receive, and their protected interest in receiving,
8 accurate and itemized wage statements pursuant to California Labor Code section 226(a).
9

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

13 97. Plaintiff and the other class members are also entitled to injunctive relief to ensure
14 compliance with this section, pursuant to California Labor Code section 226(h).
15

16 **SEVENTH CAUSE OF ACTION**

17 **(Violation of California Labor Code § 1174(d))**

18 **(Against All Named Defendants and all DOE Defendants)**

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

21 99. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central
22 location in the state or at the plants or establishments at which employees are employed,
23 payroll records showing the hours worked daily by and the wages paid to, and/or the number of
24 piece-rate units earned by and any applicable piece rate paid to, employees employed at the
25 respective plants or establishments. These records shall be kept in accordance with rules
26 established for this purpose by the commission, but in any case shall be kept on file for not less
27
28

1 than two years.

2 100. Defendant has intentionally and willfully failed to keep accurate and complete payroll
3 records showing the hours worked daily and the wages paid to Plaintiff and the other class
4 members.

5 101. As a result of Defendant's violation of California Labor Code section 1174(d), Plaintiff
6 and the other class members have suffered injury and damage to their statutorily- protected
7 rights.

8 102. More specifically, Plaintiff and the other class members have been injured by
9 Defendant's intentional and willful violation of California Labor Code section 1174(d) because
10 they were denied both their legal right and protected interest in having available accurate and
11 complete payroll records pursuant to California Labor Code section 1174(d).
12

13 **EIGHTH CAUSE OF ACTION**

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

15 **(Against All Named Defendants and all DOE Defendants)**

16
17 103. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through
18 102, and each and every part thereof with the same force and effect as though fully set forth
19 herein.

20 104. Pursuant to California Labor Code sections 2800 and 2802, an employer must
21 reimburse its employee for all necessary expenditures incurred by the employee in direct
22 consequence of the discharge of his or her job duties or in direct consequence of his or her job
23 duties or in direct consequence of his or her obedience to the directions of the employer.
24

25 105. Plaintiff and the other class members incurred necessary business- related expenses and
26 costs that were not fully reimbursed by Defendant.

27 106. Defendant has intentionally and willfully failed to reimburse Plaintiff and the other
28

1 class members for all necessary business-related expenses and costs.

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

6 **NINTH CAUSE OF ACTION**

7 **(Violation of Business and Professions Code §§ 17200, et seq.)**

8 **(Against All Named Defendants and all DOE Defendants)**

9
10 108. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 107,
11 and each and every part thereof with the same force and effect as though fully set forth herein.

12 109. Defendant's conduct, as alleged herein, has been, and continues to be, unfair, unlawful,
13 and harmful to Plaintiff, other class members, the general public, and Defendant's competitors.
14 Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the
15 meaning of Code of Civil Procedure section 1021.5.

16
17 110. Defendant's activities as alleged herein are violations of California law and constitute
18 unlawful business acts and practices in violation of California Business & Professions Code
19 section 17200, et seq.

20 111. A violation of California Business & Professions Code section 17200, et seq. may be
21 predicated on the violation of any state or federal law. In this instant case, Defendant's policies
22 and practices of requiring employees, including Defendant's policies and practices of requiring
23 employees, including Plaintiff and the other class members, to work overtime without paying
24 them proper compensation violate California Labor Code sections 510 and 1198. Additionally,
25 Defendant's policies and practices of requiring employees, including Plaintiff and the other
26 class members, to work through their meal and rest periods without paying them proper
27
28

1 compensation violate California Labor Code sections 226.7 and 512(a). Defendant's policies
2 and practices of failing to pay minimum wages violate California Labor Code sections 1194,
3 1197, and 1197.1. Moreover, Defendant's policies and practices of failing to timely pay wages
4 to Plaintiff and the other class members violate California Labor Code sections 201, 202 and
5 204. Defendant also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

6 112. As a result of the herein described violations of California law, Defendant unlawfully
7 gained an unfair advantage over other businesses.
8

9 113. Plaintiff and the other class members have been personally injured by Defendant's
10 unlawful business acts and practices as alleged herein, including, but not necessarily limited to,
11 the loss of money and/or property.

12 114. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff
13 and the other class members are entitled to restitution of the wages withheld and retained by
14 Defendant during a period that commences January 1, 2020; an award of attorneys' fees
15 pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and
16 an award of costs.
17

18 **TENTH CAUSE OF ACTION**

19 **(Private Attorneys General Act)**

20 **(Against All Named Defendants and all DOE Defendants)**

21 115. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through
22 114, and each and every part thereof with the same force and effect as though fully set forth
23 herein.
24

25 116. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
26 Defendant of the specific violations of the California Labor Code that Defendant and DOE
27 defendants have violated and continue to violate.
28

1 117. Pursuant to California Labor code section 2699.3, no response was received from the
2 LWDA within 65 days of the postmark date of the above-alleged letter.

3 118. Plaintiff therefore has exhausted all administrative remedies required of him under
4 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
5 cause of action and pursue penalties in a representative action for Defendant's violations of the
6 Labor Code.

7 119. Pursuant to California Labor Code section 2699, any provisions of the Labor Code that
8 provides for a civil penalty to be assessed and collected by the LWDA or any of its
9 departments, divisions, commissions, boards, agencies, or employees for violation of the code
10 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
11 on behalf of himself or herself and other current or former employees pursuant to the
12 procedures specified in California Labor Code section 2699.3.

13 120. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
14 violator and had one or more of the alleged violations committed against her, and therefore is
15 properly suited to represent the interests of other current and former hourly, non-exempt
16 employees who worked for Defendant in the State of California at any and all locations during
17 the PAGA period.

18 121. Based on the acts alleged above, Plaintiff, on behalf of herself and others, seeks
19 penalties under California Labor Code sections 2698 and 2699 because of Defendant's
20 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

21 122. Plaintiff therefore has exhausted all administrative remedies required of him under
22 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
23 cause of action and pursue penalties in a representative action for Defendant's violations of the
24 Labor Code.

1 123. California Labor Code section 2699 et seq. imposes penalties upon culpable Defendant
2 for violating the Labor Code.

3 124. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for the
4 following: Violations of California Labor Code sections sections 201, 202, 203, 204, 216, 221,
5 226, 226.7, 512, 1174, and 2802, and failure to provide a suitable rest area and seating for
6 employees pursuant to IWC Wage Orders #5, sections 13(b) and 14.

7 125. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
8 costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved
9 employees as alleged herein in an amount to be shown according to proof at trial and within the
10 jurisdictional limits of this Court.
11

12
13 **PRAYER FOR RELIEF**
14

15 WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated,
16 respectfully prays for relief against Defendant, as follows:

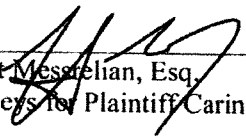
- 17 1. For compensatory damages in an amount to be ascertained at trial;
- 18 2. For restitution of all monies due to Plaintiff and CLASS MEMBERS, as well as
19 disgorged profits from Defendant's unfair and unlawful business practices;
- 20 3. For meal and rest period compensation pursuant to California Labor Code § 226.7 and
21 IWC Wage Order No. 5-2001;
- 22 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 23 5. For waiting time penalties pursuant to California Labor Code § 203;
- 24 6. For statutory and civil penalties according to proof, including but not limited to all
25 penalties authorized by California Labor Code §§ 226(e) and 2698- 2699.5;
- 26 7. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code
27 §§ 218.6, 1194 and 2802, California Civil Code §§ 3287 and 3288, and/or any other
28 applicable provision providing for pre-judgment interest;

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- 8. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 1194 and 2802, California Civil Code § 1021.5, and any other applicable provisions providing for attorneys' fees and costs;
- 9. For declaratory relief;
- 10. For an order certifying the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth causes of action as a class action;
- 11. For an order appointing Plaintiff as class representative and Plaintiff's counsel as class counsel; and
- 12. For such further relief that the Court may deem just and proper.

DATED: June 5, 2021

MESSRELIAN LAW INC.

By 
Harout Messrelhan, Esq.
Attorneys for Plaintiff Carina Camberos