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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

YANET GARCIA, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

JOHNSON MATTHEY, INC., an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 2019-00003740-CU-OE-CTL

Honorable Eddie C. Sturgeon
Department C-67

CLASS ACTION

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

Date: November 20, 2020
Time: 1:30 p.m.
Department: C-67

Complaint Filed: January 18, 2019
Trial Date: None Set

1 This matter has come before the Honorable Eddie C. Sturgeon in Department C-67 of the
2 Superior Court of the State of California, for the County of San Diego, on November 20, 2020 at
3 1:30 p.m. for Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. Lawyers for
4 Justice, PC appears as counsel for Plaintiff Yanet Garcia and Proposed Plaintiff Austin Wilder
5 (together, "Plaintiffs"), individually and on behalf of all others similarly situated and other aggrieved
6 employees and Morgan, Lewis, & Bockius LLP appears as counsel for Defendant Johnson Matthey
7 Inc. ("Defendant").

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

11 **IT IS HEREBY ORDERED THAT:**

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

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

20 3. The Court hereby grants Plaintiff Yanet Garcia leave to file the [Proposed] First
21 Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General
22 Act, California Labor Code § 2698, Et Seq. ("Operative Complaint" or "First Amended Complaint")
23 which is attached hereto as "**EXHIBIT 2.**" The First Amended Complaint shall be deemed filed as
24 of December 31, 2020 (i.e., 65 calendar days after Proposed Plaintiff Austin Wilder's PAGA notice
25 was submitted to the Labor and Workforce Development Agency) or the date of Preliminary
26 Approval (whichever date is later), and shall be the operative complaint in the action for purpose of
27 Settlement, including the release of claims. Defendant shall have ten (10) court days from the date
28 on which the First Amended Complaint is deemed filed to file an Answer to the First Amended

1 Complaint.

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

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

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

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

1 All current and former non-exempt employees of Defendant in California at any time
2 during the period from January 18, 2015 through the date of entry of this Order.

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

5 9. The Court provisionally appoints Plaintiff Yanet Garcia and Proposed Plaintiff
6 Austin Wilder as the representatives of the Class (“Class Representatives”).

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

9 11. Within twenty-one (21) calendar days of the date of this Order, Defendant shall
10 provide the Settlement Administrator with the following information about each Class Member: full
11 names, last known mailing addresses, last know telephone numbers (if available), Social Security
12 Numbers, and number of Workweeks (collectively referred to as the “Class Data and List”) in
13 conformity with the Settlement Agreement.

14 12. The Court approves, both as to form and content, the Notice of Class Action
15 Settlement (“Class Notice”) attached hereto as “**EXHIBIT 1.**” The Class Notice shall be provided
16 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the
17 Class Notice appears to fully and accurately inform the Class Members of all material elements of
18 the Settlement, of Class Members’ right to be excluded from the Settlement by submitting an opt
19 out request, of Class Members’ right to dispute the Workweeks credited to each of them, and of each
20 Settlement Class Member’s right and opportunity to object to the Settlement by submitting a Notice
21 of Objection to the Settlement Administrator. The Court further finds that distribution of the Class
22 Notice substantially in the manner and form set forth in the Settlement Agreement and this Order,
23 and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements
24 of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court
25 further orders the Settlement Administrator to mail the Class Notice by First-Class U.S. mail to all
26 Class Members within ten (10) business days of receipt of the Class Data and List or the date upon
27 which the First Amended Complaint is deemed filed (whichever date is later), pursuant to the terms
28 set forth in the Settlement Agreement.

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

13 14. A Final Approval Hearing shall be held before this Court on
14 _____ at _____ a.m./p.m. in
15 Department C-67 of the San Diego County Superior Court, located at Hall of Justice, 330 West
16 Broadway, San Diego, California 92101, to determine all necessary matters concerning the
17 Settlement, including: whether the proposed settlement of the action on the terms and conditions
18 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by
19 the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the
20 plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable
21 to the Class Members; and determine whether to finally approve the requests for the Attorneys’ Fees
22 and Costs, Enhancement Payments, and Settlement Administration Costs.

23 15. Class Counsel shall file a motion for final approval of the Settlement and for
24 Attorneys’ Fees and Costs, Enhancement Payments, and Settlement Administration Costs, along
25 with the appropriate declarations and supporting evidence, including the Settlement Administrator’s
26 declaration, by _____, to be heard
27 at the Final Approval Hearing.

28 ///

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

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

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

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

23 **IT IS SO ORDERED.**

24
25 Dated: _____

By:

THE HONORABLE EDDIE C. STURGEON
JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Yanet Garcia, et al. v. Johnson Matthey, Inc.

Superior Court of California for the County of San Diego, Case No. 37-2019-00003740-CU-OE-CTL

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

This Notice is available in Spanish upon request at [INSERT]

This Notice is available in Vietnamese upon request at [INSERT]

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Yanet Garcia and Austin Wilder (together, "Plaintiffs") and Defendant Johnson Matthey Inc. ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Yanet Garcia, et al. v. Johnson Matthey, Inc.*, San Diego County Superior Court, Case No. 37-2019-00003740-CU-OE-CTL ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former non-exempt employees of Defendant in California at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from January 18, 2015 through [date of preliminary approval].

II. BACKGROUND OF THE ACTION

On January 18, 2019, Yanet Garcia commenced the Action by filing the Class Action Complaint for Damages in the San Diego County Superior Court. On [redacted], the First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint") was filed to add Austin Wilder as a named plaintiff and a cause of action under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* ("PAGA"). Plaintiffs allege that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business expenses, and thereby engaged in unfair business practices and owe penalties under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code section 2698, *et seq.* Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in a full-day mediation session with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement" or "Settlement Agreement").

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Yanet Garcia and Austin Wilder as representatives of the Class (“Class Representatives”), and the following Plaintiffs’ attorneys as counsel for the Class (“Class Counsel”):

Edwin Aiwarzian
Arby Aiwarzian
Joanna Ghosh
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Settlement (in which case you will not receive an Individual Settlement Payment), object to the Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Section III below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs or to Class Members. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members. The Court has made no ruling on the merits of the Class Members’ claims and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Two Million Nine Hundred Thousand Dollars (\$2,900,000) (the “Maximum Settlement Amount”). The portion of the Maximum Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Maximum Settlement Amount less the following payments which are subject to approval by the Court: (1) Attorneys’ Fees and Costs, consisting of attorneys’ fees in an amount not to exceed 35% of the Maximum Settlement Amount (i.e., \$1,015,000) and reimbursement of litigation costs and expenses in an amount not to exceed Eighteen Thousand Dollars (\$18,000) to Class Counsel; (2) Enhancement Payments in an amount not to exceed Ten Thousand Dollars (\$10,000) each to Plaintiffs for their services in the Action; (3) payment to the California Labor and Workforce Development Agency (“LWDA”) in the amount of Two Hundred Twenty-Five Thousand Dollars (\$75,00) for its 75% portion of the PAGA Penalties (“LWDA Payment”); and (4) Settlement Administration Costs in an amount not to exceed Fifteen Thousand Dollars (\$15,000) to the Settlement Administrator. Note: a total of One Hundred Thousand Dollars (\$100,000) from the Maximum Settlement Amount has been allocated toward penalties under the Private Attorneys General Act (“PAGA Penalties”), of which the LWDA will be paid 75% and the remaining 25% (i.e., Twenty-Five Thousand Dollars (\$25,000)) will be a part of the Net Settlement Amount for distribution to Settlement Class Members.

Class Members are eligible to receive payment under the Settlement of their share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks they worked for Defendant as a non-exempt employee in California during the Class Period (“Workweeks”).

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement (which is listed in Section III.C below). Class Members who do not submit a valid and timely Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Share.

Each Individual Settlement Share will be allocated as forty percent (40%) wages which will be reported on an IRS Form W2 and sixty percent (60%) penalties, interest, and other non-wage damages which will be reported on an IRS Form 1099. Each Individual Settlement Share shall be subject to reduction for the employee’s and employer’s share of taxes and

withholdings with respect to the wages portion of Individual Settlement Shares, resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and withholdings on the wages portion of the Individual Settlement Shares are included in the Maximum Settlement Amount.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant’s Records

According to Defendant’s records:

From January 18, 2015 through [date of Preliminary Approval], you worked for Defendant as a non-exempt employee in California for [] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit your dispute by way of written letter that is sent to the Settlement Administrator. The written letter must: (a) contain the case name and number of the Action (*Yanet Garcia, et al. v. Johnson Matthey, Inc.*, Case No. 37-2019-00003740-CU-OE-CTL); (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (d) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you; (e) include information and/or attach documentation demonstrating that the number of Workweeks that you contend should be credited to you is correct; and (f) be returned by fax or mail to the Settlement Administrator at the address or fax number specified in Section IV.B below, postmarked or fax-stamped **no later than [the Response Deadline]**.

C. Your Estimated Individual Settlement Share

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

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ []. The Individual Settlement Share is subject to reduction for the employee’s and employer’s share of taxes and withholding with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share reflected in this Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower.

D. Release of Claims

Upon the Effective Date, Plaintiffs and all Class Members who do not submit a valid and timely Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims he or she may have or had.

“Released Claims” means all claims, whether statutory, in tort, contract, or otherwise, pled in the Operative Complaint or that could have been pled based on the facts pled in the Operative Complaint, arising during the period from January 18, 2015 through [Preliminary Approval], including but not limited to claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, for failure to pay overtime wages, failure to pay minimum wages, failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to maintain requisite payroll records, failure to reimburse expenses, unfair or unlawful business practices in violation of California Business and Professions Code § 17200, *et seq.*, and civil penalties pursuant to California Labor Code § 2698, *et seq.* (“PAGA”).

“Class Period” means the period from January 18, 2015 through [date of preliminary approval].

“Released Parties” means Defendant and any of their past and present parents, subsidiaries, affiliates, divisions, and/or

related entities, and their shareholders, officers, directors, employees, partners, shareholders, agents, attorneys, insurers and reinsurers, predecessors, successors, successors-in-interest, assigns, heirs, accountants, auditors, consultants, legal representatives, and any individual or entity that could be jointly or severally liable for any of the Released Claims.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty-five percent (35%) of the Maximum Settlement Amount (i.e., an amount of up to \$1,015,000) and reimbursement of litigation costs and expenses in an amount of up to Eighteen Thousand Dollars (\$18,000) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. All Attorneys' Fees and Costs awarded by the Court will be paid from the Maximum Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiffs

Plaintiffs will seek the amount of Ten Thousand Dollars (\$10,000) to each of them ("Enhancement Payments") (for a combined amount of \$20,000), in recognition of their services in connection with the Action. The Enhancement Payments will be paid from the Maximum Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Payments that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Fifteen Thousand Dollars (\$15,000) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and disputes of Workweeks, calculating Individual Settlement Shares and Individual Settlement Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Maximum Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Settlement.

Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will release the claims described in Section III.D above. As a Class Member, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Settlement, you must seek exclusion from the Settlement by submitting a written request ("Request for Exclusion") to the Settlement Administrator.

A Request for Exclusion must: (a) contain the case name and number of the Action (*Yanet Garcia v. Johnson Matthey, Inc.*, Case No. 37-2019-00003740-CU-OE-CTL); (b) be signed by you; (c) contain your full name, address, telephone number, and last four digits of your Social Security Number; (d) contain a statement clearly indicating that you do not wish to be included in the Settlement; and (e) be submitted to the Settlement Administrator by mail or fax, postmarked or fax-stamped **no later than [Response Deadline]**, at the following mailing address or fax number:

[Settlement Administrator]
[Mailing Address]
[Fax Number]

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion

will not be entitled to receive any payment from the Settlement, will not be bound by the Settlement (and the release of claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Members who do not submit a valid and timely Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

C. Object to the Settlement

You can object to the terms of the Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

A Notice of Objection must: (a) contain the case name and number of the Action (*Yanet Garcia v. Johnson Matthey, Inc.*, Case No. 37-2019-00003740-CU-OE-CTL); (b) contain your full name, signature, address, and telephone number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be mailed or faxed to the Settlement Administrator at the address listed in Section IV.B above, postmarked or fax-stamped **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department C-67 of the San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys’ Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

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

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Action at the courthouse, located at 330 West Broadway, San Diego, California 92101, during business hours or, by accessing the electronic case file on the Court’s website by following the steps (charges may apply to access and/or obtain copies of records) found at <http://www.sdcourt.ca.gov>.

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

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

EXHIBIT 2

Edwin Aiwazian (SBN 232943)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

YANET GARCIA, individually, and on
behalf of other members of the general public
similarly situated; AUSTIN WILDER,
individually, and on behalf of other members
of the general public similarly situated and
on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiff,

vs.

JOHNSON MATTHEY, INC., an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 37-2019-00003740-CU-OE-CTL

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

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq.;

(11) Violation of California Labor Code
§ 2698, et seq. (Private Attorneys
General Act of 2004)

DEMAND FOR JURY TRIAL

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

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiff, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

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 San Diego. The majority of acts and omissions alleged herein relating to

1 Plaintiffs and the other class members took place in the State of California, including the County
2 of San Diego.

3 **PARTIES**

4 5. Plaintiff YANET GARCIA is an individual residing in the State of California.

5 6. Plaintiff AUSTIN WILDER is an individual residing in the State of California.

6 7. Defendant JOHNSON MATTHEY, INC., at all times herein mentioned, was and
7 is, upon information and belief, an employer whose employees are engaged throughout the
8 State of California, including the County of San Diego.

9 8. At all relevant times, Defendant JOHNSON MATTHEY, INC. was the
10 “employer” of Plaintiffs within the meaning of all applicable California laws and statutes.

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

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

27 11. Defendant JOHNSON MATTHEY, INC. and DOES 1 through 100 will
28 hereinafter collectively be referred to as “Defendants.”

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

CLASS ACTION ALLEGATIONS

13. Plaintiffs bring this action on their own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

14. The proposed class is defined as follows:

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

15. Plaintiffs reserve the right to establish subclasses as appropriate.

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

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

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

c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each class member, with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no interest that is antagonistic to the other class members. Plaintiffs'

attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

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

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

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

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

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

c. Whether Defendants required Plaintiffs and the other class members to work over eight (8) hours per day, over forty (40) hours per week, and/or

1 over six (6) days per workweek and failed to pay the legally required
2 overtime compensation to Plaintiffs and the other class members;

3 d. Whether Defendants deprived Plaintiffs and the other class members of
4 meal and/or rest periods or required Plaintiffs and the other class
5 members to work during meal and/or rest periods without compensation;

6 e. Whether Defendants implemented an improper rounding policy during
7 the relevant time period;

8 f. Whether Defendants failed to pay minimum wages to Plaintiffs and the
9 other class members for all hours worked;

10 g. Whether Defendants failed to pay all wages due to Plaintiffs and the
11 other class members within the required time upon their discharge or
12 resignation;

13 h. Whether Defendants failed to timely pay all wages due to Plaintiffs and
14 the other class members during their employment;

15 i. Whether Defendants complied with wage reporting as required by the
16 California Labor Code; including, *inter alia*, section 226;

17 j. Whether Defendants kept complete and accurate payroll records as
18 required by the California Labor Code, including, *inter alia*, section
19 1174(d);

20 k. Whether Defendants failed to reimburse Plaintiffs and the other class
21 members for necessary business-related expenses and costs;

22 l. Whether Defendants' conduct was willful or reckless;

23 m. Whether Defendants engaged in unfair business practices in violation of
24 California Business & Professions Code section 17200, et seq.;

25 n. The appropriate amount of damages, restitution, and/or monetary
26 penalties resulting from Defendants' violation of California law; and

27 o. Whether Plaintiffs and the other class members are entitled to
28 compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

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

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

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

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

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

- a. The aggrieved employee shall give written notice by certified mail (hereinafter "Employee's Notice") to the LWDA and the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.
- b. The LWDA shall provide notice (hereinafter "LWDA Notice") to the employer and the aggrieved employer by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days

of the postmark date of the Employee's Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

23. On October 27, 2020, Plaintiff WILDER provided written notice by certified mail to the LWDA and to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Therefore, the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties, including unpaid wages and premium wages per California Labor Code section 558 against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512, 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 have been satisfied.

GENERAL ALLEGATIONS

24. At all relevant times set forth herein, Defendants employed Plaintiffs and other persons as hourly-paid or non-exempt employees within the State of California, including the County of San Diego.

25. Defendants, jointly and severally, employed Plaintiff GARCIA as an hourly-paid, non-exempt employee, from approximately August 2009 to approximately May 2017, in the State of California, County of San Diego.

26. Defendants, jointly and severally, employed Plaintiff WILDER as an hourly-paid, non-exempt employee, from approximately August 2009 to approximately June 2020, in the State of California, County of San Diego.

27. Defendants hired Plaintiffs and the other class members, classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and missed, short, late, and/or interrupted meal periods and/or rest breaks.

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

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

30. Defendants directly hired and paid wages and benefits to Plaintiffs and the other class members.

31. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

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

33. Plaintiffs are informed and believe, and based thereon allege, that Defendants engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or non-exempt employees within the State of California. This scheme involved, *inter alia*, failing to pay them for all hours worked and missed meal periods and rest breaks in violation of California law.

34. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive certain wages for overtime compensation and that they were not receiving accurate overtime compensation for all overtime hours worked. The deficiencies include, *inter alia*, requiring Plaintiffs and the other class members to perform work overtime off-the-clock, the failure to include earned commissions, non-discretionary bonuses, monetary and non-monetary incentives, non-discretionary production and/or performance pay, and/or shift differentials to calculate the regular rate of pay used to calculate the overtime rate, and an improper rounding policy.

35. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to provide Plaintiffs and the other class members all required rest and meal periods

1 during the relevant time period as required under the Industrial Welfare Commission Wage
2 Orders and thus they are entitled to any and all applicable premium wages. Defendants' failure
3 included, *inter alia*, failing to provide uninterrupted ten (10) minute rest periods and timely,
4 uninterrupted thirty (30) minute meal periods to Plaintiffs and the other class members.
5 Plaintiffs and the other class members were required to perform work during meal periods and
6 rest periods, and Defendant incentivized Plaintiffs and the other class members to forego
7 statutorily required meal periods and rest periods.

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

15 37. Plaintiffs are informed and believe, and based thereon allege, that Defendants
16 knew or should have known that Plaintiffs and the other class members were entitled to receive
17 all meal periods or payment of one additional hour of pay at Plaintiffs' and the other class
18 member's regular rate of pay when a meal period was missed, short, late, and/or interrupted,
19 and they did not receive all meal periods or payment of one additional hour of pay at Plaintiffs'
20 and the other class member's regular rate of pay when a meal period was missed, short, late,
21 and/or interrupted.

22 38. Plaintiffs are informed and believe, and based thereon allege, that Defendants
23 failed to provide, authorize, and permit Plaintiffs and the other class members to take full,
24 uninterrupted, off-duty rest periods for every shift lasting three and one-half (3.5) to six (6)
25 hour and/or two full, uninterrupted, off-duty rest periods for every shift lasting six (6) to ten
26 (10) hours, and failed to make a good faith effort to authorize, permit, and provide such rest
27 breaks in the middle of each work period. Defendant also required Plaintiffs and other putative
28 class members to remain on the premises during rest periods.

39. Plaintiffs re informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiffs' and the other class member's regular rate of pay when a rest period was missed, short, late, and/or interrupted, and they did not receive all rest periods or payment of one additional hour of pay at Plaintiffs' and the other class members' regular rate of pay when a rest period was missed, short, late, and/or interrupted.

40. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for all hours worked.

41. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive all wages owed to them upon discharge or resignation, including earned but unpaid overtime wages, minimum wages ,and meal and rest period premiums, and they did not, in fact, receive all such wages owed to them at the time of their discharge or resignation.

42. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to receive all wages owed to them during their employment. Plaintiffs and the other class members did not receive payment of all wages, including overtime and minimum wages and meal and rest period premiums, within any time permissible under California Labor Code section 204.

43. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to receive complete and accurate wage statements in accordance with California law, but, in fact, they did not receive complete and accurate wage statements from Defendants. The deficiencies included, *inter alia*, the failure to include the total number of hours worked by Plaintiffs and the other class members.

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1 44. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 knew or should have known that Defendants had to keep complete and accurate payroll records
3 for Plaintiffs and the other class members in accordance with California law, but, in fact, did
4 not keep complete and accurate payroll records.

5 45. Plaintiffs are informed and believe, and based thereon allege, that Defendants
6 knew or should have known that Plaintiffs and the other class members were entitled to
7 reimbursement for necessary business-related expenses.

8 46. Plaintiffs are informed and believe, and based thereon allege, that Defendants
9 knew or should have known that they had a duty to compensate Plaintiffs and the other class
10 members pursuant to California law, and that Defendants had the financial ability to pay such
11 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
12 represented to Plaintiffs and the other class members that they were properly denied wages, all
13 in order to increase Defendants' profits.

14 47. During the relevant time period, Defendants failed to pay overtime wages to
15 Plaintiffs and the other class members for all overtime hours worked. Plaintiffs and the other
16 class members did not receive overtime compensation at one-and one-half times the regular
17 rate for all hours spent performing job duties in excess of eight (8) hours per day, forty (40)
18 hours per week, and/or for the first eight (8) hours worked on the seventh day of work in a
19 workweek without overtime compensation for all overtime hours worked.

20 48. During the relevant time period, Defendants failed to provide all requisite
21 uninterrupted meal and rest periods to Plaintiffs and the other class members.

22 49. During the relevant time period, Defendants failed to pay Plaintiffs and the other
23 class members at least minimum wages for all hours worked.

24 50. During the relevant time period, Defendants failed to pay Plaintiffs and the other
25 class members all wages owed to them upon discharge or resignation.

26 51. During the relevant time period, Defendants failed to pay Plaintiffs and the other
27 class members all wages within any time permissible under California law, including, *inter*
28 *alia*, California Labor Code section 204.

52. During the relevant time period, Defendants failed to provide complete or accurate wage statements to Plaintiffs and the other class members.

53. During the relevant time period, Defendants failed to keep complete or accurate payroll records for Plaintiffs and the other class members.

54. During the relevant time period, Defendants failed to reimburse Plaintiffs and the other class members for all necessary business-related expenses and costs.

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

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

FIRST CAUSE OF ACTION

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

(Against JOHNSON MATTHEY, INC. and DOES 1 through 100)

57. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 56, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

eight (8) hours worked on the seventh day of work in a workweek.

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

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

62. During the relevant time period, Plaintiffs and the other class members worked in excess of eight (8) hours in a day, in excess of forty (40) hours in a week, and/or for the first eight (8) hours worked on the seventh day.

63. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiffs and the other class members.

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

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

SECOND CAUSE OF ACTION

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

(Against JOHNSON MATTHEY, INC. and DOES 1 through 100)

66. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 65, and each and every part thereof with the same force and effect as though fully set forth herein.

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1 67. At all relevant times, the IWC Order and California Labor Code sections 226.7
2 and 512(a) were applicable to Plaintiffs' and the other class members' employment by
3 Defendants.

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

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

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

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

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

73. During the relevant time period, Plaintiffs' and other class members' meal periods were missed, shortened, late, and/or were interrupted because Defendants required them to perform and complete work duties, even when it resulted in missed, shortened, late, or interrupted meal periods. Defendants interrupted Plaintiffs and the other class members during purported meal periods with business-related inquiries, instructions for tasks, and/or to require them to return to work before a full thirty (30) minutes elapsed to complete or begin tasks.

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

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

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

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

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

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THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against JOHNSON MATTHEY, INC. and DOES 1 through 100)

79. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 78, and each and every part thereof with the same force and effect as though fully set forth herein.

80. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiffs' and the other class members' employment by Defendants.

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

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

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

84. During the relevant time period, Defendants willfully required Plaintiffs and the other class members to work during rest periods and failed to pay Plaintiffs and the other class members the full rest period premium for work performed during rest periods.

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

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

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

FOURTH CAUSE OF ACTION

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

(Against JOHNSON MATTHEY, INC. and DOES 1 through 100)

88. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 87, and each and every part thereof with the same force and effect as though fully set forth herein.

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

90. During the relevant time period, Defendants failed to pay minimum wage to Plaintiffs and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1. Defendants' failure to pay minimum wages included, *inter alia*, Defendants' effective payment of zero dollars per hour for hours Plaintiffs and the other class members worked off-the-clock performing work duties and also implementing an improper rounding procedure.

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

92. Pursuant to California Labor Code section 1197.1, Plaintiffs and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each

1 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
2 minimum wages.

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

6 **FIFTH CAUSE OF ACTION**

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

8 **(Against JOHNSON MATTHEY, INC. and DOES 1 through 100)**

9 94. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
10 through 93, and each and every part thereof with the same force and effect as though fully set
11 forth herein.

12 95. At all relevant times herein set forth, California Labor Code sections 201 and
13 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
14 time of discharge are due and payable immediately, and if an employee quits his or her
15 employment, his or her wages shall become due and payable not later than seventy-two (72)
16 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her
17 intention to quit, in which case the employee is entitled to his or her wages at the time of
18 quitting.

19 96. During the relevant time period, Defendants intentionally and willfully failed to
20 pay Plaintiffs and the other class members who are no longer employed by Defendants their
21 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.
22 Plaintiffs and other class members were not paid at the time of their discharge wages earned
23 and unpaid throughout their employment, including but not limited to, minimum wages for
24 time worked off-the-clock to perform work duties, for meal and rest period premium payments,
25 and as a result of Defendants' improper rounding procedure.

26 97. Defendants' failure to pay Plaintiffs and the other class members who are no
27 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)
28 hours of their leaving Defendants' employ, is in violation of California Labor Code sections

201 and 202.

98. 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.

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

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

(Against JOHNSON MATTHEY, INC. and DOES 1 through 100)

100. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 99, and each and every part thereof with the same force and effect as though fully set forth herein.

101. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed.

102. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

103. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

104. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and the other class members all wages due to them, within any time period

permissible under California Labor Code section 204.

105. Plaintiffs and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

SEVENTH CAUSE OF ACTION

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

(Against JOHNSON MATTHEY, INC. and DOES 1 through 100)

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

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

108. Defendants have intentionally and willfully failed to provide Plaintiffs and the other class members with complete and accurate wage statements. The deficiencies include, but are not limited to: the failure to include the total number of hours worked by Plaintiffs and the other class members.

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

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

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

112. Plaintiffs and the other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h).

EIGHTH CAUSE OF ACTION

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

(Against JOHNSON MATTHEY, INC. and DOES 1 through 100)

113. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 112, and each and every part thereof with the same force and effect as though fully set forth herein.

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

115. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Plaintiffs and the other

1 class members.

2 116. As a result of Defendants' violation of California Labor Code section 1174(d),
3 Plaintiffs and the other class members have suffered injury and damage to their statutorily-
4 protected rights.

5 117. More specifically, Plaintiffs and the other class members have been injured by
6 Defendants' intentional and willful violation of California Labor Code section 1174(d) because
7 they were denied both their legal right and protected interest, in having available, accurate and
8 complete payroll records pursuant to California Labor Code section 1174(d).

9 **NINTH CAUSE OF ACTION**

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

11 **(Against JOHNSON MATTHEY, INC. and DOES 1 through 100)**

12 118. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
13 through 117, and each and every part thereof with the same force and effect as though fully set
14 forth herein.

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

19 120. Plaintiffs and the other class members incurred necessary business-related
20 expenses and costs that were not fully reimbursed by Defendants.

21 121. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the
22 other class members for all necessary business-related expenses and costs.

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

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TENTH CAUSE OF ACTION

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

(Against JOHNSON MATTHEY, INC. and DOES 1 through 100)

123. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 122, and each and every part thereof with the same force and effect as though fully set forth herein.

124. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiffs, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

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

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

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

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

129. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiffs and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years preceding the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

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

(Against JOHNSON MATTHEY, INC. and DOES 1 through 100)

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

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

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

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

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Failure to Pay Overtime

134. Defendants' failure to pay overtime in violation of the Wage Orders and California Labor Code sections 510 and 1198, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 510 and 1198.

Failing to Provide Meal Periods

135. Defendants' failure to provide legally required meal periods in violation of the Wage Orders and California Labor Code sections 226.7 and 512(a), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

136. Defendants' failure to provide legally required rest periods in violation of the Wage Orders and California Labor Code section 226.7, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226.7.

Failure to Pay Minimum Wages

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

Failure to Timely Pay Wages Upon Termination

138. Defendants' failure to timely pay wages upon termination in violation of California Labor Code sections 201 and 202, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

139. Defendants' failure to timely pay wages during employment in violation of California Labor Code section 204, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Compliant Wage Statements

140. Defendants' failure to provide compliant wage statements in violation of California Labor Code section 226(a), as alleged above, constitutes unlawful and/or unfair

activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete or Accurate Payroll Records

141. Defendants' failure to keep complete or accurate payroll records in violation of California Labor Code section 1174(d), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

Failure to Reimburse Necessary Business Expenses

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

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

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010, *et seq.* in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for

each subsequent violation; and

d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

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

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

DEMAND FOR JURY TRIAL

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

PRAYER FOR RELIEF

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

Class Certification

1. That this action be certified as a class action as to the first ten causes of action;
2. That Plaintiffs be appointed as the representative of the Class as to the first ten causes of action;
3. That counsel for Plaintiff be appointed as Class Counsel; and

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4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

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

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

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

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

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

As to the Second Cause of Action

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

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

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

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

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

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

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

2 **As to the Third Cause of Action**

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

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

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

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

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

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

15 **As to the Fourth Cause of Action**

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

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

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

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

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

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

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

As to the Fifth Cause of Action

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

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

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

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

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

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiffs and the other class members;

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

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

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

As to the Seventh Cause of Action

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

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

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

2 42. For injunctive relief to ensure compliance with this section, pursuant to
3 California Labor Code section 226(h); and

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

5 **As to the Eighth Cause of Action**

6 44. That the Court declare, adjudge and decree that Defendants violated California
7 Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records
8 for Plaintiffs and the other class members as required by California Labor Code section
9 1174(d);

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

11 46. For statutory penalties pursuant to California Labor Code section 1174.5; and

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

13 **As to the Ninth Cause of Action**

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

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

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

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

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

22 **As to the Tenth Cause of Action**

23 53. That the Court decree, adjudge and decree that Defendants violated California
24 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiffs and the
25 other class members all overtime compensation due to them, failing to provide all meal and
26 rest periods to Plaintiffs and the other class members, failing to pay at least minimum wages to
27 Plaintiffs and the other class members, failing to pay Plaintiffs' and the other class members'
28 wages timely as required by California Labor Code section 201, 202 and 204 and by violating

California Labor Code sections 226(a), 1174(d), 2800 and 2802.

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

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

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

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

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

As to the Eleventh Cause of Action

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

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

Dated: November 13, 2020

LAWYERS for JUSTICE, PC

By: 
Edwin Aiwanian
Attorneys for Plaintiffs