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ADAMS and Proposed Class Counsel
8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF YOLO**

11
12 JENICA COLE, SHAUNA ADAMS,
13 KASSANDRA MENDIVIL, RICHARD
BAUTISTA, MICHAEL NEVAREZ,
14 JOE NUNEZ, and HUNTER MEELEE,
on behalf of themselves and all others
15 similarly situated, and as “aggrieved
employees” on behalf of other “aggrieved
16 employees” under the Labor Code Private
Attorneys General Act of 2004,

17 *Plaintiff(s),*

18 vs.

19 STRATEGIC GREEN PARTNERS LLC
DOING BUSINESS AS AUTHENTIC
20 760, a California limited liability
company; IGS SOLUTIONS LLC, a
21 California limited liability company;
SHRYNE GROUP, INC., a California
22 corporation; STIIIZY, LLC, a California
limited liability company; IRONWORKS
23 COLLECTIVE, INC., DOING
BUSINESS AS BLAZE, a California
24 corporation; TONY HUANG, an
individual; and DOES 1–50, inclusive,
25

26 *Defendant(s).*

ELECTRONICALLY FILED
by Superior Court of CA,
County of Yolo,
on 1/12/2024 5:48 PM
By: N. Lorenzo, Deputy

CASE NO. CV2021-0426

CLASS ACTION

**DECLARATION OF DANIEL F. GAINES IN
SUPPORT OF UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing Date:
Hearing Time:
Hearing Dept.: 10, The Honorable
Samuel T. McAdam

Action filed: Samuel T. McAdam
Trial Date:

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

2 1. I am an attorney duly admitted to the practice of law in the State of California. I
3 am a shareholder of Gaines & Gaines, APLC, counsel for Plaintiffs JENICA COLE and
4 SHAUNA ADAMS and proposed Class Counsel in this action. I have personal knowledge of
5 the facts set forth herein and if called as a witness to testify to them, I could and would do so
6 competently.

7 **Education and Experience:**

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

10 3. Thereafter, I attended the University of Virginia School of Law. At Virginia, I
11 was a member of the editorial board of the Virginia Tax Review. I was also the recipient of the
12 Lacy Armour Scholarship, awarded to recognize academic excellence. At Virginia, I focused
13 my studies on tax and real estate. I earned my JD and became a member of the California Bar in
14 2007.

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

19 5. My firm has represented employees in complex employment matters such as this
20 one, with an emphasis in wage and hour issues. I have participated in and have been certified as
21 class counsel in dozens of class action matters since my admission to the Bar. A list of the cases
22 in which I have been appointed as class counsel is attached hereto as **Exhibit A**.

23 **Factual and Procedural Background:**

24 6. On January 6, 2021, Plaintiffs exhausted administrative remedies pursuant to
25 California Labor Code § 2699, *et seq.* by providing notice of their claims to the Labor and
26 Workforce Development Agency (“LWDA”) and Defendant IGS Solutions LLC.

27 7. On March 12, 2021, Plaintiffs Jenica Cole and Shauna Adams commenced this
28 Action by filing a Complaint alleging private attorney general causes of action against

1 Defendants for failure to pay wages, unauthorized and unlawful wage deductions, failure to
2 provide meal periods, failure to authorize and permit rest periods, failure to indemnify for
3 business expenses, failure to issue proper wage statements, failure to timely pay wages, failure to
4 maintain required payroll records, and related claims.

5 8. On November 13, 2023, Plaintiffs Jenica Cole and Shauna Adams filed a First
6 Amended Complaint adding the other Plaintiffs and Defendants as parties and alleging causes of
7 action against Defendants for failure to pay wages, unauthorized and unlawful wage deductions,
8 failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify
9 for business expenses, failure to issue proper wage statements, failure to timely pay wages,
10 failure to maintain required payroll records, failure to pay overtime, failure to provide personnel
11 files and payroll records, failure to pay gratuities, unlawful tip collection, failure to pay vacation
12 pay, failure to provide sick leave and sick pay including COVID-19 sick leave and sick pay,
13 failure to provide sick leave without precondition, failure to provide seating, failure to provide a
14 place of employment that was safe and healthful, wrongful termination for failure to obtain car
15 insurance, failure to provide one day's rest in seven days, unfair competition under Business &
16 Professions Code sections 17200, et seq., and civil penalties under PAGA, and related
17 allegations. The First Amended Complaint is the operative complaint in this Action (the
18 "Operative Complaint.") Defendants deny the allegations in the Operative Complaint, deny any
19 failure to comply with the laws identified in in the Operative Complaint, deny any and all
20 liability for the causes of action alleged, and deny that Plaintiffs have suffered any damages.

21 9. On December 22, 2023, Plaintiffs Jenica Cole and Shauna Adams notified the
22 LWDA and Defendants in writing of all alleged Labor Code violations committed by Defendants
23 (and subject to release per ¶ 1.40 of the Settlement), including Labor Code sections 201, 201.5,
24 202, 203, 204, 221, 226, 226.7, 227.3, 232, 233, 246, 246.5, 248, 248.2, 351, 353, 432, 510, 512,
25 551, 552, 1174, 1182.11, 1182.12, 1194, 1197, 1198, 1198.5, 2350, 2699, 2800, 2802, 2804,
26 2810.5, 6300, 6400, 6401, 6402, and 6403. A true and correct copy of the letter to the LWDA
27 dated December 22, 2023 is attached hereto as **Exhibit B**.

1 **Investigation and Settlement Discussions**

2 10. The Parties thereafter engaged in an informal, voluntary exchange of information
3 in the context of privileged settlement discussions to facilitate an early mediation. Defendants
4 produced Plaintiffs' entire personnel files (including policies and agreements they signed and
5 acknowledged), copies of their relevant company written policies, time-keeping records, email
6 messages, and paycheck data and records for the putative class, and more detailed time and
7 payroll data for a random sample of putative class members specifically selected by Plaintiffs'
8 counsel.

9 11. On February 15, 2022, following much of the foregoing informal discovery and
10 exchange of information, the Parties participated in a mediation session presided over by
11 Mediator Steven Pearl, an experienced class action mediator. During the mediation, the Parties
12 had a full day of productive negotiations and reached agreement on a class-wide settlement
13 during the second mediation session. During the mediation sessions, each side, represented by
14 their respective counsel, recognized the risk of an adverse result in the Action and agreed to
15 settle the Action and all other matters covered by the Agreement pursuant to the terms and
16 conditions of the Agreement.

17 12. At the mediation, it became clear that that Defendants had insufficient resources to
18 cover the full extent of liability. As part of the settlement negotiations, Defendants revealed that
19 they are heavily leveraged. The information provided was sufficient to demonstrate the financial
20 condition of the Defendants. Based on such records, each Plaintiff, on their own behalf and on
21 behalf of the Class Members, has agreed to settle the lawsuit on the terms set forth in the
22 Settlement.

23 **Class Counsel's Assessment of the Fairness of the Settlement and the Risks of Continued**

24 **Litigation:**

25 13. Based on the data and documents produced pursuant to informal discovery, as well
26 as my office's independent investigation and evaluation, and the mediator's efforts, my
27 colleagues and I believe that the settlement with Defendants for the consideration and on the
28 terms set forth in the Settlement Agreement is fair, reasonable, and adequate and is in the best

1 interest of the Class Members in light of all known facts and circumstances, including the risk of
2 significant delay and uncertainty associated with litigation, various defenses asserted by
3 Defendants, the sharply contested legal and factual issues involved, and numerous appellate
4 issues.

5 **Settlement of Claims Pursuant to Labor Code § 2699 et seq. (PAGA)**

6 14. Concurrently with the filing of this Motion, Plaintiffs' counsel is transmitting the
7 Settlement Agreement (and these approval documents) to the LWDA, in compliance with Labor
8 Code § 2699(l)(2).

9 I declare, under penalty of perjury, under the laws of the State of California, that the
10 foregoing is true and correct. Executed on December 28, 2023 at Westlake Village, California.

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12 _____
13 DANIEL F. GAINES
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EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

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December 22, 2023

Via Certified Mail

Labor & Workforce Development Agency
By online submission

IGS Solutions LLC
767 S. Alameda St, Suite 480
Los Angeles, CA 90021 Defendant mailed certified # 9589071052700506685852

Strategic Green Partners LLC
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Los Angeles, CA 90012 Defendant mailed certified # 9589071052700506685845

Shryne Group, Inc.
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Ironworks Collective Inc.
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Los Angeles, CA 90058 Defendant mailed certified # 9589071052700506685814

Agent for Service of Process for all Defendants
Legalinc Registered Agents, Inc.
10601 Clarence Dr., Ste. 250
Frisco, TX 75033 Agent mailed certified # 9589071052700506685807

Re: ***Labor Code Violations of IGS Solutions LLC – Compliance Letter of California Labor Code § 2698 - Private Attorneys General Act
LWDA-CM-817954-21***

Dear LWDA:

This letter supplements our previous correspondence sent on January 6, 2021 and alleges additional claims.

Labor & Workforce Development Agency
IGS Solutions LLC
Strategic Green Partners LLC
Shryne Group, Inc.
Stiiizy, LLC
Ironworks Collective Inc.
Legalinc Registered Agents, Inc.
December 22, 2023
Page 2

This office represents Jenice Cole and Shauna Adams ("Plaintiffs"), current non-exempt California employees of IGS Solutions LLC, Strategic Green Partners LLC, Shryne Group, Inc., Stiiizy, LLC, and/or Ironworks Collective Inc. (collectively, "Defendants"). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Plaintiffs were employed by Defendants in Northern California. Herein we set forth the facts and theories of California Labor Code violations that we allege Defendants engage in with respect to Plaintiffs and other of their non-exempt California employees ("Aggrieved Employees").

Plaintiffs, on behalf of themselves and Aggrieved Employees, claim that Defendants failed to pay all wages due, in violation of Labor Code §§ 221, 510, 1182.11, 1182.12, 1194, 1197, and 1198. Defendants required Plaintiffs and the Aggrieved Employees to perform tasks during their off-the-clock meal periods and after clocking out at the end of their shifts, including, but not limited to, assisting customers with purchases, handling complaints from customers, taking inventory, ordering inventory and supplies, conducting audits, performing daily cash intakes, creating reports, assisting with payroll, preparing documents, and training new employees. Still, Defendants deducted wages for such time that Plaintiffs and the Aggrieved Employees spent working. Additionally, Defendants deducted as many as 16 hours per pay period from the wages Plaintiffs and the Aggrieved Employees earned and recorded. Plaintiffs and the Aggrieved Employees also regularly spent approximately one hour on duty after clocking out to complete required tasks prior to leaving work. Defendants, however, failed to pay Plaintiffs and the Aggrieved Employees for this off-the-clock work.

Defendants failed to pay Plaintiffs and other Aggrieved Employees all minimum wages and overtime wages earned, in violation of Labor Code §§ 510, 558, 1194 and 1194.2. Plaintiffs and other Aggrieved Employees were required to work off-the-clock, as discussed above. For example, they were required to count up and divide all gratuities earned for the workday, among other work tasks, all after clocking out from their shift, thereby depriving them of all wages due. This violates Labor Code §§ 510, 558, 1194, and 1194.2.

Plaintiffs also allege that Defendants failed to pay premium wages to them and other Aggrieved Employees who were denied rest periods, in violation of Labor Code §§ 226.7, 558, and 1198 and IWC Wage Order No. 4-2001. Plaintiffs and Aggrieved Employees were routinely unable to take an on-duty 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest period. Plaintiffs and other Aggrieved Employees were simply not authorized to take rest periods and frequently worked through them. This violates Labor Code §§ 226.7, 558, and 1198 and IWC Wage Order 4-2001.

Labor & Workforce Development Agency
IGS Solutions LLC
Strategic Green Partners LLC
Shryne Group, Inc.
Stiiizy, LLC
Ironworks Collective Inc.
Legalinc Registered Agents, Inc.
December 22, 2023
Page 3

Defendants failed to pay premium wages to Plaintiffs and Aggrieved Employees who were denied proper meal periods, in violation of Labor Code §§ 226.7, 510, 512, 558, 1194, 1198, and IWC Wage Order 4-2001. Plaintiffs and Aggrieved Employees were routinely denied, and not authorized to take, a timely, uninterrupted, off-duty 30-minute meal period for every shift worked that exceeds five hours in duration, or a second timely, uninterrupted, off-duty 30-minute meal period for every shift worked that exceeds ten hours in duration, but were not paid premium wages of one hour's pay for each missed first or second meal period. When they were provided with a meal period, they were late, cut short or they were required to work through them, as discussed above. This violates Labor Code §§ 226.7, 510, 512, 558, 1194, 1198, and IWC Wage Order 4-2001.

Defendants required Plaintiffs and Aggrieved Employees to incur certain business expenses in the course of performing their duties, in violation of Labor Code §§ 1198, 2800, 2802, and 2804. Defendants required Plaintiffs and the Aggrieved Employees to download the "WhenIWork" and "WhatsApp" applications on their personal mobile phones to check their schedules and communicate with management and other employees both while working and when they were clocked out from work. Defendants failed to reimburse Plaintiffs and the Aggrieved Employees for mobile phone charges, nor did they offer them a free alternative to such personal phone use. Defendants also failed to offer an alternative for checking work schedules. Defendants also required Plaintiffs and the Aggrieved Employees to use their personal vehicles to make deliveries, bank deposits, and pick up necessary supplies. Defendants did not reimburse Plaintiffs and the Aggrieved Employees for such vehicle-related expenses. Additionally, Defendants required Plaintiffs and the Aggrieved Employees to supply their own protective gear, including work equipment such as gloves and knives, auto insurance, use of personal vehicles, cleaning supplies, uniform maintenance, maintenance and repair of vehicles, and costs for hotel rooms when travelling for work. With regard to uniforms, Defendants provided only two shirts and a sweater free of charge and required Aggrieved Employees to purchase other apparel if they needed additional uniform items. With regard to travel, defendants require Plaintiffs and the Aggrieved Employees to travel in their personal vehicles to purchase office supplies. Defendants failed to reimburse Plaintiffs and the Aggrieved Employees for such vehicle-related expenses. This violates Labor Code §§ 1198, 2800, 2802, and 2804.

Defendants failed to provide Plaintiffs and all of Aggrieved Employees with the categories of paid sick leave specified above at their regular rates of pay. Defendants at times conditioned such leaves of absence on finding other employees to cover for the employee concerned. This violates Labor Code §§ 232, 233, 246, and 246.5.

Labor & Workforce Development Agency
IGS Solutions LLC
Strategic Green Partners LLC
Shryne Group, Inc.
Stiiizy, LLC
Ironworks Collective Inc.
Legalinc Registered Agents, Inc.
December 22, 2023
Page 4

Defendants also failed to provide a day of rest by failing to provide Plaintiffs and Aggrieved Employees at least one day of rest out of seven days. This violates Labor Code §§ 551 and 552.

Defendants also failed to timely make available the contents of the personnel records of Plaintiffs and Aggrieved Employees within the time required by statute. This violates Labor Code § 1198.5.

Defendants also required Plaintiffs and Aggrieved Employees to refrain from disclosing the amount of their wages, in violation of Labor Code §§ 204, 232, 432, 2350, 2699, 2810.5, 6300, 6400, 6401, 6402, and 6403.

Defendants failed to maintain accurate employment and payroll records for Plaintiffs and Aggrieved Employees. Defendants failed to keep accurate time records reflecting the time that Plaintiffs and Aggrieved Employees began their work shift, started and ended their meal periods, and when their work shifts ended. This violates Labor Code § 1174.

Plaintiffs claim that Defendants failed to pay them and other Aggrieved Employees all gratuities due, in violation of Labor Code §§ 351 and 353. Plaintiffs and other Aggrieved Employees were forced to share their tips with Defendants (including supervisors and managers), in violation of Labor Code § 351, which states, in pertinent part, that “[n]o employer or agent shall collect, take, or receive any gratuity or a part thereof that is paid, given to, or left for an employee by a patron, or deduct any amount from wages due an employee on account of a gratuity, or require an employee to credit the amount, or any part thereof, of a gratuity against and as a part of the wages due the employee from the employer.”

Defendants also failed to issue Plaintiffs and Aggrieved Employees accurate itemized wage statements. At times, Defendants failed to issue any wage statements to non-exempt employees like Plaintiffs and the Aggrieved Employees. Thus, employees sometimes have no method of verifying that they were being paid all wages due and were not provided accurate information regarding their employment. This violates Labor Code §§ 226(a) and 226.3. When Plaintiffs do receive wage statements during their employment, they further allege that the wage statements fail to fully and accurately itemize the requirements set forth in Labor Code §§ 226(a) and 226.3. Plaintiffs and other Aggrieved Employees were not paid all minimum, overtime, and double-time wages due, and premium meal and rest period wages due, as stated above. As such, the wage statements provided by Defendants fail to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked, Labor Code §§ 226(a)(9) and 226.3.

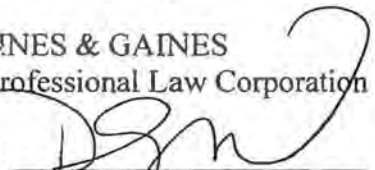
Labor & Workforce Development Agency
IGS Solutions LLC
Strategic Green Partners LLC
Shryne Group, Inc.
Stiiizy, LLC
Ironworks Collective Inc.
Legalinc Registered Agents, Inc.
December 22, 2023
Page 5

Plaintiffs further allege that Defendants failed to pay them and Aggrieved Employees all wages due at the separation of their employment based on the time frames required by Labor Code §§ 201, 201.5, 202, 203, and 227.3. As stated above, Plaintiffs and Aggrieved Employees were not paid all wages due (including vacation wages) during the course of their employment and, as a result of this failure, some were not timely paid all wages due (including vacation wages) at the separation of their employment. This violates Labor Code §§ 201, 201.5, 202, 203, and 227.3 and is alleged on behalf of Plaintiffs and certain Aggrieved Employees no longer employed by Defendants.

Our office awaits your response.

Very truly yours,

GAINES & GAINES
A Professional Law Corporation

By: 

DANIEL F. GAINES

cc: Todd B. Scherwin, Esq. (by e-mail only)
Christopher D. Chaplin, Esq. (by e-mail only)