

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Annabel Blanchard (SBN 258135)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

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

MARTIN ACELIO, 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;

Plaintiffs,

v.

GREEN PERSPECTIVES, an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 37-2021-00009515-CU-OE-CTL

Honorable Timothy Taylor
Department C-72

CLASS ACTION

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

Date: October 28, 2022
Time: 1:30 p.m.
Department: C-72

Complaint Filed: March 4, 2021
FAC Filed: May 7, 2021
Trial Date: None Set

1 This matter has come before the Honorable Timothy Taylor in Department C-72 of the
2 Superior Court of the State of California, for the County of San Diego, on October 28, 2022 at 1:30
3 p.m. for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers for
4 Justice, PC appears as counsel for Plaintiff Martin Acelio ("Plaintiff"), individually and on behalf
5 of all others similarly situated and other aggrieved employees and Ogletree, Deakins, Nash, Smoak
6 & Stewart, P.C. appears as counsel for Defendant Green Perspectives ("Defendant").

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

10 **IT IS HEREBY ORDERED THAT:**

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

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

19 3. The Court hereby grants Plaintiff leave to file the [Proposed] Second Amended
20 Complaint for Damages and Enforcement under the Private Attorneys General Act, California Labor
21 Code § 2698, Et Seq. ("Second Amended Complaint") which is attached hereto as "**EXHIBIT 1.**"
22 The Second Amended Complaint shall be deemed filed as of the date of the entry of this Order, and
23 shall be the operative complaint in the action for purposes of settlement, including the release of the
24 claims. The Second Amended Complaint and all allegations and causes pleaded therein shall be
25 deemed denied by Defendant, without the necessity of Defendant filing an answer to the Second
26 Amended Complaint or any other pleading in the Action.

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

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

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

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

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1 All current and former non-exempt employees of Defendant who worked in the State
2 of California at any time during the period from March 4, 2017 through February 28,
2022.

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 Martin Acelio as the representative of the
6 Class (“Class Representative”).

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: last-
11 known full name, mailing address, telephone number, Social Security Number, workweeks worked
12 as a non-exempt employee of Defendant in California during the Class Period and PAGA Period (if
13 applicable) in 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 2.**” The Class Notice shall be provided
16 to Class Members and PAGA Members in the manner set forth in the Settlement Agreement. The
17 Court finds that the Class Notice appears to fully and accurately inform the Class Members and
18 PAGA Members of all material elements of the Settlement, of Class Members’ right to be excluded
19 from the Class Settlement by submitting a Request for Exclusion, of Class Members’ right to dispute
20 the Workweeks credited to each of them, and of each Settlement Class Member’s right and
21 opportunity to object to the Class Settlement by serving a Notice of Objection on the Settlement
22 Administrator. PAGA Members shall not be permitted to opt out of the PAGA Settlement regardless
23 of whether they submit an opt out request. The Court further finds that distribution of the Class
24 Notice substantially in the manner and form set forth in the Settlement Agreement and this Order,
25 and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements
26 of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court
27 further orders the Settlement Administrator to mail the Class Notice by First-Class U.S. mail to all
28 Class Members and PAGA Members within ten (10) business days of receipt of the Class Data and

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

2 13. The Court hereby preliminarily approves the proposed procedure, set forth in the
3 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
4 choose to be excluded from the Class Settlement by submitting a timely written Request for
5 Exclusion in conformity with the requirements set forth in the Class Notice, to the Settlement
6 Administrator, postmarked no later than the date which is sixty (60) calendar days from the initial
7 mailing of the Class Notice to Class Members (“Response Deadline”), or, in the case of a re-mailed
8 Class Notice, the Response Deadline will be extended fifteen (15) calendar days from the date of
9 the original sixty (60) calendar day deadline. Any such person who timely and validly chooses to
10 opt out of, and be excluded from, the Class Settlement will not be entitled to any recovery under the
11 Class Settlement and will not be bound by the Class Settlement or have any right to object, appeal,
12 or comment thereon. Class Members who have not submitted a timely and valid request to be
13 excluded from the Settlement (i.e., Settlement Class Members) shall be bound by the Settlement
14 Agreement and any final judgment based thereon. Class Members who also qualify as PAGA
15 Members, i.e., all current and former non-exempt employees of Defendant who worked in California
16 from March 4, 2020 through February 28, 2022, will be entitled to recovery under the PAGA
17 Settlement and will be bound by the PAGA Settlement irrespective of whether they exercise their
18 option to opt out of the Class Settlement.

19 14. A Final Approval Hearing shall be held before this Court on
20 _____ at _____ a.m./p.m. in
21 Department C-72 of the San Diego County Superior Court, located at Hall of Justice, 330 W.
22 Broadway, San Diego, California 92101, to determine all necessary matters concerning the
23 Settlement, including: whether the proposed settlement of the action on the terms and conditions
24 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by
25 the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the
26 plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable
27 to the Class Members and PAGA Members; and determine whether to finally approve the requests
28 for the Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration Costs.

1 15. Class Counsel shall file a motion for final approval of the Settlement and for
2 Attorneys' Fees and Costs, Enhancement Payment, PAGA Allocation and Settlement
3 Administration Costs, along with the appropriate declarations and supporting evidence, including
4 the Settlement Administrator's declaration, by _____,
5 to be heard at the Final Approval Hearing.

6 16. To object to the Class Settlement, a Class Member must serve the Settlement
7 Administrator with a written Notice of Objection on or before the Response Deadline. The Notice
8 of Objection must be signed and must contain the information that is required, as set forth in the
9 Class Notice, including and not limited to the grounds for the objection.

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

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

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

5 **IT IS SO ORDERED.**

6
7 Dated: _____

By:

The Honorable TIMOTHY TAYLOR
Judge of the Superior Court

EXHIBIT 1

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
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410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

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

MARTIN ACELIO, 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.

GREEN PERSPECTIVES, a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 37-2021-00009515-CU-OE-CTL

Honorable Timothy Taylor
Department C-72

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

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 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 § 1198 (Reporting Time Pay)
- (10) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (11) Violation of California Business & Professions Code §§ 17200, et seq.
- (12) Violation of California Labor Code § 2698, et seq. (California Labor Code Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

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

JURISDICTION AND VENUE

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

PARTIES

5. Plaintiff MARTIN ACELIO is an individual residing in the State of California.

6. Defendant GREEN PERSPECTIVES, at all times herein mentioned, was and is, a California corporation and, an employer whose employees are engaged throughout the State of California, including the County of San Diego.

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

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

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

10. Defendant GREEN PERSPECTIVES and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

11. Plaintiff further alleges that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of

Plaintiff and the other class members so as to make each of said Defendants employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

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

13. The proposed class is defined as follows:

All current and former non-exempt employees who worked for the Defendant within the State of California at any time during the period from March 4, 2017 to February 28, 2022.

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

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

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

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

c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has

1 incurred, and during the pendency of this action will continue to incur,
2 costs and attorneys' fees, that have been, are, and will be necessarily
3 expended for the prosecution of this action for the substantial benefit of
4 each class member.

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

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

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

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

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

25 c. Whether Defendants required Plaintiff and the other class members to
26 work over eight (8) hours per day and/or over forty (40) hours per week,
27 and/or over six (6) days per workweek and failed to pay the legally
28 required overtime compensation to Plaintiff and the other class members;

- d. Whether Defendants failed to use earned commissions, non-discretionary bonuses, non-discretionary 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 for the payment of overtime wages where Plaintiff and the other class members earned commissions, non-discretionary bonuses, non-discretionary monetary and non-monetary incentives, non-discretionary production and/or performance pay, and/or shift/differentials in the same workweek that they earned overtime wages;
- e. Whether Defendants failed to pay wages due to improper rounding and auto-deduction of time during the relevant time period;
- f. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest periods or required Plaintiff and the other class members to work during meal and/or rest periods without compensation;
- g. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked;
- h. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- i. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;
- j. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- k. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- l. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;

- m. Whether Defendants' conduct was willful or reckless;
- n. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- o. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- p. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

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

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

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

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

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

- a. The aggrieved employee shall give written notice by online submission

(hereinafter “Employee's Notice”) to the LWDA and by certified mail to 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 employee 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.

22. On March 3, 2021, Plaintiff provided written notice by online submission to the LWDA and by certified mail to Defendant GREEN PERSPECTIVES of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff did not receive an LWDA Notice within sixty-five (65) days of the date of the submission of Plaintiff’s Notice.

23. Therefore, the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802 and IWC Wage Orders have been satisfied.

GENERAL ALLEGATIONS

24. At all relevant times set forth herein, Defendants employed Plaintiff 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 as an hourly-paid, non-

1 exempt employee, from approximately July 2018 to approximately March 27, 2020, in the
2 State of California, County of San Diego.

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

6 27. Defendants had the authority to hire and terminate Plaintiff and the other class
7 members, to set work rules and conditions governing Plaintiff's and the other class members'
8 employment, and to supervise their daily employment activities.

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

12 29. Defendants directly hired and paid wages and benefits to Plaintiff and the other
13 class members.

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

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

19 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
21 employees within the State of California. This pattern and practice involved, *inter alia*, failing
22 to pay them for all regular and/or overtime wages earned for all hours worked and for missed,
23 short, late, or interrupted meal periods and rest breaks in violation of California law.

24 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 knew or should have known that Plaintiff and the other class members were entitled to receive
26 certain wages for overtime compensation and that they were not receiving accurate overtime
27 compensation for all overtime hours worked as a result of, *inter alia*, Defendants' requiring
28 Plaintiff and the other class members to perform work off-the-clock and engaging in improper

1 rounding and automatic deduction of time.

2 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
3 rounded the work time recorded by Plaintiff and the other class members in a manner that was
4 not fair and neutral on its face and/or that favored Defendants over time, resulting in Plaintiff and
5 the other class members being underpaid for their time worked.

6 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 failed to use the earned commissions, non-discretionary bonuses, non-discretionary monetary
8 and non-monetary incentives, non-discretionary production and/or performance pay, and/or shift
9 differentials to calculate the regular rate of pay used to calculate the overtime rate for the
10 payment of overtime wages where Plaintiff and the other class members earned commissions,
11 non-discretionary bonuses, non-discretionary monetary and non-monetary incentives, non-
12 discretionary production and/or performance pay, and/or shift differentials and overtime wages
13 in the same workweek that they earned overtime wages.

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

18 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 failed to relieve Plaintiff and the other class members of all duties, failed to relinquish control
20 over Plaintiff and the other class members' activities, failed to permit Plaintiff and the other class
21 members a reasonable opportunity to take, and impeded or discouraged them from taking thirty
22 (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work for shifts
23 lasting at least six (6) hours, and/or to take second thirty (30) minute uninterrupted meal breaks
24 no later than their tenth hour of work for shifts lasting more than ten (10) hours. Defendants also
25 automatically deducted time from Plaintiff's and the other class members' time records
26 regardless of whether a compliant meal period was taken.

27 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
28 knew or should have known that Plaintiff and the other class members were entitled to receive

1 all meal periods or payment of one additional hour of pay at Plaintiff's and the other class
2 member's regular rate of pay when a meal period was missed, short, late or interrupted and
3 they did not receive all meal periods or payment of one additional hour of pay at Plaintiff's and
4 the other class member's regular rate of pay when a meal period was missed, short, late or
5 interrupted.

6 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 knew or should have known that Plaintiff and the other class members were entitled to receive
8 all rest periods or payment of one additional hour of pay at Plaintiff's and the other class
9 member's regular rate of pay when a rest period was missed, short, late, or interrupted and they
10 did not receive all rest periods or payment of one additional hour of pay at Plaintiff's and the
11 other class members' regular rate of pay when a rest period was missed, short, late or
12 interrupted.

13 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 knew or should have known that Plaintiff and the other class members were entitled to receive
15 at least minimum wages for compensation and that they were not receiving at least minimum
16 wages for all hours worked. Defendants' failure to pay minimum wages included, *inter alia*,
17 Defendants' effective payment of zero dollars per hour for hours Plaintiff and the other class
18 members worked off-the-clock performing work duties and for hours shaved from their time
19 cards due to Defendants' improper rounding and auto-deduction of time.

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

25 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 knew or should have known that Plaintiff and the other class members were entitled to receive
27 all wages owed to them during their employment. Plaintiff and the other class members did
28 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. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff 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 Plaintiff and the other class members, including work performed off-the-clock.

44. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Defendants had to keep complete and accurate payroll records for Plaintiff and the other class members in accordance with California law, but, in fact, did not keep complete and accurate payroll records.

45. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to reimbursement for necessary business-related expenses.

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

47. During the relevant time period, Defendants failed to pay overtime wages to Plaintiff and the other class members for all overtime hours worked. Plaintiff and the other class members were required to work more than eight (8) hours per day and/or forty (40) hours per week, and/or six (6) consecutive days in a workweek without overtime compensation for all overtime hours worked.

48. During the relevant time period, Defendants failed to use the earned commissions, non-discretionary bonuses, non-discretionary monetary and non-monetary incentives, non-discretionary production and/or performance pay, and/or shift differentials to calculate the

1 regular rate of pay used to calculate the overtime rate for the payment of overtime wages where
2 Plaintiff and the other class members earned commissions, non-discretionary bonuses, non-
3 discretionary monetary and non-monetary incentives, non-discretionary production and/or
4 performance pay, and/or shift differentials and overtime wages in the same workweek that they
5 earned overtime wages.

6 49. During the relevant time period, Defendants rounded the work time recorded by
7 Plaintiff and the other class members in a manner that was not fair and neutral on its face and/or
8 that favored Defendants over time, resulting in Plaintiff and the other class members being
9 underpaid for their time worked.

10 50. During the relevant time period, Defendants failed to provide all requisite
11 uninterrupted meal and rest periods to Plaintiff and the other class members.

12 51. During the relevant time period, Defendants failed to pay Plaintiff and the other
13 class members at least minimum wages for all hours worked.

14 52. During the relevant time period, Defendants failed to pay Plaintiff and the other
15 class members all wages owed to them upon discharge or resignation.

16 53. During the relevant time period, Defendants failed to pay Plaintiff and the other
17 class members all wages within any time permissible under California law, including, *inter*
18 *alia*, California Labor Code section 204.

19 54. During the relevant time period, Defendants failed to provide complete or
20 accurate wage statements to Plaintiff and the other class members.

21 55. During the relevant time period, Defendants failed to keep complete or accurate
22 payroll records for Plaintiff and the other class members.

23 56. During the relevant time period, Defendants failed to reimburse Plaintiff and the
24 other class members for all necessary business-related expenses and costs.

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

28 58. 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 GREEN PERSPECTIVES and DOES 1 through 100)

59. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 55, and each and every part thereof with the same force and effect as though fully set forth herein.

60. 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.

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

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

63. 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.

64. During the relevant time period, Plaintiff and the other class members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week, and/or in excess of six (6) consecutive days in a workweek.

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

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

66. 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 GREEN PERSPECTIVES and DOES 1 through 100)

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

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

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

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

1 consent of both the employer and employee.

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

9 72. During the relevant time period, Defendants failed to relieve Plaintiff and the
10 other class members of all duties, failed to relinquish control over Plaintiff's and the other class
11 members' activities, failed to permit Plaintiff and the other class members a reasonable
12 opportunity to take, and impeded or discouraged them from taking thirty (30) minute
13 uninterrupted meal periods no later than the end of their fifth hour of work for shifts lasting at
14 least six (6) hours, and/or to take second thirty (30) minute uninterrupted meal periods no later
15 than their tenth hour of work for shifts lasting more than ten (10) hours. Defendants also
16 automatically deducted meal periods from Plaintiff's and the other class members' time records
17 regardless of whether a compliant meal period was taken.

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

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

27 75. During the relevant time period, Defendants intentionally and willfully required
28 Plaintiff and the other class members to work during meal periods and failed to compensate

1 Plaintiff and the other class members the full meal period premium for work performed during
2 meal periods.

3 76. During the relevant time period, Defendants failed to pay Plaintiff and the other
4 class members the full meal period premium due pursuant to California Labor Code section
5 226.7.

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

8 78. Pursuant to applicable IWC Wage Order and California Labor Code section
9 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one
10 additional hour of pay at the employee's regular rate of compensation for each work day that
11 the meal or rest period is not provided.

12 **THIRD CAUSE OF ACTION**

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

14 **(Against GREEN PERSPECTIVES and DOES 1 through 100)**

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

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

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

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

1 (3 ½) hours.

2 83. During the relevant time period, Defendants required Plaintiff and other class
3 members to work four (4) or more hours without authorizing or permitting a ten (10) minute
4 rest period per each four (4) hour period worked. Defendants also required Plaintiff and other
5 class members to remain on the premises during rest periods. Defendants also required
6 Plaintiff and other class members to combine their meal and rest periods.

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

10 85. During the relevant time period, Defendants failed to pay Plaintiff and the other
11 class members the full rest period premium due pursuant to California Labor Code section
12 226.7.

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

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

19 **FOURTH CAUSE OF ACTION**

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

21 **(Against GREEN PERSPECTIVES and DOES 1 through 100)**

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

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

28 90. During the relevant time period, Defendants failed to pay minimum wage to

1 Plaintiff and the other class members as required, pursuant to California Labor Code sections
2 1194, 1197, and 1197.1. Defendants' failure to pay wages required by law included, *inter alia*,
3 Defendants' effective payment of zero dollars per hour for hours Plaintiff and the other class
4 members worked off-the-clock performing work duties and also implementing an improper
5 rounding procedure and automatically deducting meal periods from Plaintiff's and other class
6 members' time records regardless of whether a compliant meal period was taken.

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

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

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

19 **FIFTH CAUSE OF ACTION**

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

21 **(Against GREEN PERSPECTIVES and DOES 1 through 100)**

22 94. Plaintiff incorporates by reference the allegations contained in paragraphs 1
23 through 93, and each and every part thereof with the same force and effect as though fully set
24 forth herein.

25 95. At all relevant times herein set forth, California Labor Code sections 201 and
26 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
27 time of discharge are due and payable immediately, and if an employee quits his or her
28 employment, his or her wages shall become due and payable not later than seventy-two (72)

1 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her
2 intention to quit, in which case the employee is entitled to his or her wages at the time of
3 quitting.

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

7 97. Defendants' failure to pay Plaintiff and the other class members who are no
8 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)
9 hours of their leaving Defendants' employ, is in violation of California Labor Code sections
10 201 and 202.

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

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

18 **SIXTH CAUSE OF ACTION**

19 **(Violation of California Labor Code § 204)**

20 **(Against GREEN PERSPECTIVES and DOES 1 through 100)**

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

24 101. At all times herein set forth, California Labor Code section 204 provides that all
25 wages earned by any person in any employment between the 1st and 15th days, inclusive, of
26 any calendar month, other than those wages due upon termination of an employee, are due and
27 payable between the 16th and the 26th day of the month during which the labor was
28 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 Plaintiff and the other class members all wages due to them, within any time period permissible under California Labor Code section 204.

105. Plaintiff 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 GREEN PERSPECTIVES and DOES 1 through 100)

106. Plaintiff incorporates 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 Plaintiff and the other class members with complete and accurate wage statements. The deficiencies include, but are not limited to: the failure to include the total number of hours worked by Plaintiff and the other class members, including work performed off-the-clock.

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

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

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

112. Plaintiff 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 GREEN PERSPECTIVES and DOES 1 through 100)

113. Plaintiff incorporates 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

1 central location in the state or at the plants or establishments at which employees are
2 employed, payroll records showing the hours worked daily by and the wages paid to, and the
3 number of piece-rate units earned by and any applicable piece rate paid to, employees
4 employed at the respective plants or establishments. These records shall be kept in accordance
5 with rules established for this purpose by the commission, but in any case shall be kept on file
6 for not less than two years.

7 115. Defendants have intentionally and willfully failed to keep accurate and complete
8 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other
9 class members.

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

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

17 **NINTH CAUSE OF ACTION**

18 **(Violation of California Labor Code § 1198)**

19 **(Against GREEN PERSPECTIVES and DOES 1 through 100)**

20 118. Plaintiff incorporates by reference the allegations contained in paragraphs 1
21 through 117, and each and every part thereof with the same force and effect as though fully set
22 forth herein.

23 119. The applicable IWC Wage Orders (including Wage Order Nos. 1-2001, Section
24 5; 3-2001, Section 5; 4-2001, Section 5; 5-2001, Section 5; 7-2001, Section 5; and 8-2001,
25 Section 5), and Labor Code section 1198 provide that each workday an employee is required to
26 report for work and does report, but is not put to work or is furnished less than half said
27 employee's usual or scheduled day's work, the employee shall be paid for half the usual or
28 scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours,

at the employee's regular rate of pay, which shall not be less than the minimum wage.

120. The applicable IWC Wage Orders and Labor Code section 1198 further provide that if an employee is required to report for work a second time in any one workday and is furnished less than two hours of work on the second reporting, said employee shall be paid for two hours at the employee's regular rate of pay, which shall not be less than the minimum wage.

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

122. Defendants failed to pay Plaintiff and the other class members for two (2) hours at Plaintiff's and the other class members' regular rate of pay for each day in which Plaintiff and the other class members were required to report for work a second time in one workday and were furnished less than two (2) hours of work on the second reporting.

123. Plaintiff and the other class members are entitled to recover all remedies available for violation of Labor Code section 1198 and the applicable IWC Wage Orders, including and not limited to, unpaid reporting time wages, applicable penalties, interest thereon, attorneys' fees, and costs of suit.

TENTH CAUSE OF ACTION

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

(Against GREEN PERSPECTIVES and DOES 1 through 100)

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

125. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct

consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

126. Plaintiff and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants.

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

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

ELEVENTH CAUSE OF ACTION

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

(Against GREEN PERSPECTIVES and DOES 1 through 100)

129. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 128, and each and every part thereof with the same force and effect as though fully set forth herein.

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

131. 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.

132. 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 Plaintiff 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 Plaintiff 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 provide one day of rest in seven days' work violate California Labor Code sections 551 and 552. Defendants' policies and practices of failing to pay minimum wages required by law violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff 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.

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

134. Plaintiff 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.

135. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences March 4, 2017; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

TWELFTH CAUSE OF ACTION

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

(Against GREEN PERSPECTIVES and DOES 1 through 100)

136. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 135, and each and every part thereof with the same force and effect as though fully set forth herein.

137. 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.

138. 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.

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

Failure to Pay Overtime

140. Defendants’ failure to pay legally required overtime wages to Plaintiff and the other aggrieved employees is 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.

Failure to Provide Meal Periods

141. Defendants’ failure to provide legally required meal periods to Plaintiff and the other aggrieved employees is 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

142. Defendants’ failure to provide legally required rest periods to Plaintiff and the other aggrieved employees is 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

143. Defendants’ failure to pay legally required minimum wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and California Labor Code

sections 1194, 1197 and 1197.1, as alleged above, constitutes unlawful or unfair activity prohibited by California Labor Code sections 1194, 1197 and 1197.1.

Failure to Timely Pay Wages Upon Termination

144. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees upon termination in violation of 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

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

Failure to Provide Complete and Accurate Wage Statements

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

Failure to Keep Complete or Accurate Payroll Records

147. Defendants' failure to keep complete or accurate payroll records relating to Plaintiff and the other aggrieved employees 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 Pay Reporting Time Pay

148. Defendants' failure to pay Plaintiffs and the other aggrieved employees reporting time pay constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1198 and the applicable IWC Wage Orders.

Failure to Reimburse Necessary Business-Related Expenses and Costs

149. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for 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

1 by California Labor Code sections 2800 and 2802.

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

- 7 a. Penalties under California Labor Code section 2699 in the amount of a
8 hundred dollars (\$100) for each aggrieved employee per pay period for the
9 initial violation, and two hundred dollars (\$200) for each aggrieved
10 employee per pay period for each subsequent violation;
11 b. Penalties under California Code of Regulations Title 8 section 11010, et
12 seq. in the amount of fifty dollars (\$50) for each aggrieved employee per
13 pay period for the initial violation, and one hundred dollars (\$100) for
14 each aggrieved employee per pay period for each subsequent violation;
15 c. Penalties under California Labor Code section 210 in addition to, and
16 entirely independent and apart from, any other penalty provided in the
17 California Labor Code in the amount of a hundred dollars (\$100) for each
18 aggrieved employee per pay period for the initial violation, and two
19 hundred dollars (\$200) for each aggrieved employee per pay period for
20 each subsequent violation; and
21 d. Any and all additional penalties and sums as provided by the California
22 Labor Code and/or other statutes.

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

28 152. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and

costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

DEMAND FOR JURY TRIAL

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

PRAYER FOR RELIEF

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

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class with respect to the first eleven causes of action;
3. That counsel for Plaintiff be appointed as Class Counsel; and
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 Plaintiff and the other class members;
6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;
7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;
8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to

California Labor Code section 1194; and

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

As to the Second Cause of Action

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

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

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

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

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

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

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

As to the Third Cause of Action

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

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

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

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

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

1 were due; and

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

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

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

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

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

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

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

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

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

18 **As to the Fifth Cause of Action**

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

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

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

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

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

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

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

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

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

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

11 **As to the Seventh Cause of Action**

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

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

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

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

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

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

22 44. That the Court declare, adjudge and decree that Defendants violated California
23 Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records
24 for Plaintiff and the other class members as required by California Labor Code section
25 1174(d);

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

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

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

As to the Ninth Cause of Action

48. That the Court adjudge and decree that Defendants violated California Labor Code section 1198 and the applicable IWC Wage Orders by failing to pay Plaintiffs and the other class members reporting time pay.

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

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

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

As to the Tenth Cause of Action

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

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

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

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

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

As to the Eleventh Cause of Action

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

58. For restitution of unpaid wages to Plaintiff and all the other class members and

all pre-judgment interest from the day such amounts were due and payable;

59. 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.;

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

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

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

As to the Twelfth Cause of Action

63. 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, 558, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802 and IWC Wage Orders; and

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

Dated: September 1, 2022

LAWYERS for JUSTICE, PC

By: 

Annabel Blanchard
Attorneys for Plaintiff

EXHIBIT 2

NOTICE OF CLASS ACTION SETTLEMENT

Martin Acelio v. Green Perspectives

Superior Court of California for the County of San Diego, Case No. 37-2021-00009515-CU-OE-CTL

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class 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 and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Class Notice is designed to advise you of your rights and options, 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.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Martin Acelio ("Plaintiff") and Defendant Green Perspectives ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Martin Acelio v. Green Perspectives*, San Diego County Superior Court, Case No. 37-2021-00009515-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 who worked for Defendant within the State of California at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from May 4, 2017 through February 28, 2022.

"Class Settlement" means the settlement and release of Class Released Claims (described in Section III.D below).

"PAGA Members" means all current and former non-exempt employees of Defendant who worked within the State of California at any time during the PAGA Period.

"PAGA Settlement" means the settlement and release of PAGA Released Claims (described in Section III.D below).

"PAGA Period" means the time period from March 4, 2020, through February 28, 2022.

II. BACKGROUND OF THE ACTION

On March 3, 2021, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that he contends were violated ("LWDA Letter"). On March 4, 2021, Plaintiff filed a Class Action Complaint for Damages in the San Diego County Superior Court, Case No. 37-2021-00009515-CU-OE-CTL. On May 7, 2021, Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("First Amended Complaint"). Contemporaneously with the motion for preliminary approval, Plaintiff sought leave to file a Second Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Second Amended Complaint"). Plaintiff then filed Plaintiff alleges 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, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* ("PAGA") Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and

costs.

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

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, 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”), Plaintiff Martin Acelio as representative of the Class (“Class Representative”), and the following counsel as counsel for the Class (“Class Counsel”):

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

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members and PAGA Members. The Court has made no ruling on the merits of the claims asserted in the Action 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 Six Hundred Thousand Dollars (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 in an amount not to exceed 35% of the Maximum Settlement Amount (i.e., \$210,000.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty Thousand Dollars (\$30,000.00) (“Litigation Costs”) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff for his services in the Action; (3) Settlement Administration Costs in an amount not to exceed Twelve Thousand Dollars (\$12,000.00) to the Settlement Administrator; and (4) the amount of One Hundred Thousand Dollars (\$100,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Allocation”). The PAGA Allocation will be distributed 75% (\$75,000.00) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$25,000.00) will be distributed to PAGA Members (“PAGA Member Amount”).

Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member 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 total number of Workweeks of all Class Members (“Estimated Workweek Value”) and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to arrive at his or her Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class

Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their payment of their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) penalties, interest, and 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 share of payroll taxes due on the wages portion of Individual Settlement Share. The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Maximum Settlement Amount.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Member Amount (“Individual PAGA Payment”), based on the number of Workweeks of each PAGA Member during the PAGA Period. The Settlement Administrator has divided the PAGA Member Amount by the total number of Workweeks of all PAGA Members (“PAGA Workweek Value”) and multiplied each PAGA Member’s individual Workweeks during the PAGA Period by the PAGA Workweek Point Value to arrive at his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable).

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

B. Your Workweeks Based on Defendant’s Records

According to Defendant’s records:

From March 4, 2017 through February 28, 2022 (i.e., Class Period), you are credited as having worked [REDACTED] Workweeks.

From March 4, 2020 through February 28, 2022 (i.e., PAGA Period), you are credited as having worked [REDACTED] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit a written dispute (“Dispute of Workweeks”) that: (1) contains the case name and number of the Action (*Martin Acelio v. Green Perspectives*, 37-2021-00009515-CU-OE-CTL); (2) contains your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) contains a statement setting forth the number of Workweeks during the Class Period and/or PAGA Period that you contend is correct and attaches any relevant documentation in support thereof, to the Settlement Administrator by mail at the specified address listed in Section IV.B below, postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Payment and Individual PAGA Payment

As explained above, your estimated Individual Settlement Payment and/or Individual PAGA Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$[REDACTED]. The Individual Settlement Payment is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$[REDACTED].

The settlement approval process may take multiple months. Your Individual Settlement Payment and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and/or

Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Released Claims

Upon full funding of the Maximum Settlement Amount and the Effective Date, Plaintiff and all Settlement Class Members waive, release, and discharge Released Parties of any and all Released Class Claims.

Upon full funding of the Maximum Settlement Amount and the Effective Date, Plaintiff, the State of California, and PAGA Members, waive, release and discharge Released Parties of any and all Released PAGA Claims.

“Released Claims” all causes of action that were alleged in the Operative Complaint or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint, including all of the following claims for relief: (a) failure to pay all regular wages, minimum wages and overtime wages due, including but not limited to, wages stemming from rounding, or auto-deduction of meal periods; (b) failure to properly calculate the regular rate of pay for payment of overtime wages; (c) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof, including but not limited to, wages stemming from rounding, or auto-deduction of meal periods; (d) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof, including but not limited to, on-premises rest periods and combined meal and rest periods; (e) failure to pay all wages timely during employment; (f) failure to pay all wages timely at the time of termination; (g) failure to provide complete, accurate or properly formatted wage statements; (h) failure to keep required payroll records; (i) failure to reimburse business expenses, including but not limited to, uniform and tool costs and cell phone costs; (j) unfair business practices that could have been premised on the claims, causes of action, or legal theories of relief described above or any of the claims, causes of action, or legal theories of relief pleaded in the Operative Complaint; (k) all claims under PAGA that could have been premised on the claims, causes of action, or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the Operative Complaint; (l) any other claims or penalties under the wage and hour laws pleaded in the Action; and (m) all damages, penalties, interest and other amounts recoverable under said claims, causes of action, or legal theories of relief.

“Class Released Claims” means any and all Released Claims other than those arising under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* arising during the Class Period.

“PAGA Released Claims” means any and all Released Claims arising under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* arising during the PAGA Period.

“Released Parties” means Defendant and its past, present, and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

E. Attorneys’ Fees and Litigation 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 \$210,000.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses in an amount of up to Thirty Thousand Dollars (\$30,000.00) (“Litigation Costs”), subject to approval by the Court. The Attorneys’ Fees and Litigation Costs granted by the Court will be paid from the Maximum Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) (“Enhancement Payment”), in recognition of his services in connection with the Action. The Enhancement Payment will be paid from the Maximum Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment (if applicable) that he is entitled to under the Settlement.

G. Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Twelve Thousand Dollars (\$12,000.00) (“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 Payments and Individual PAGA 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 Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Class Released Claims described in Section III.D above.

If you are a PAGA Member, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the PAGA Released Claims described in Section III.D above.

Class Members and PAGA Members will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request (“Request for Exclusion”), which must: (1) contain the case name and number of the Action (*Martin Acelio v. Green Perspectives*, 37-2021-00009515-CU-OE-CTL); (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) clearly state that you do not wish to be included in the Class Settlement; and (4) be submitted by mail to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

[Settlement Administrator]
[Address]

If the Court grants final approval of the Settlement, any Class Member who does not submit a timely and validly Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a 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. All PAGA Members will be bound to the PAGA Settlement (and the release of PAGA Released Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written Notice of Objection to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A written Notice of Objection must: (1) contain the case name and number of the Action (*Martin Acelio v. Green Perspectives*, 37-2021-00009515-CU-OE-CTL); (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) include a written statement of all grounds for your objection accompanied by any legal support for such objection; (4) include copies of any papers, briefs, or other documents upon which the objection

is based and (5) be mailed to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department C-72 of the San Diego County Superior Court, located at Hall of Justice, 330 W. 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 Litigation Costs to Class Counsel, Enhancement Payment to Plaintiff, LWDA Payment to the LWDA, and Settlement Administration Costs.

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

Please visit the Court's website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.sdcourt.ca.gov/>.

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 documents filed in the Action for a fee by visiting the civil clerk's office, located at 330 West Broadway, San Diego, California 92101, during business hours, or by online by visiting the following website: <https://www.sdcourt.ca.gov/sdcourt/generalinformation/courtrecords2/onlinecasesearch>, clicking "Online Case Search", clicking "Case Number Search," clicking "Civil" on the drop down bar for the case type, clicking "San Diego" for the drop down bar for the case location, and typing in the Court Case Number "37-2021-00009515-CU-OE-CTL."

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], OR YOU MAY ALSO CONTACT CLASS COUNSEL.