

STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT AND RELEASE

This Stipulation of Class and PAGA Representative Action Settlement and Release (“Stipulation” or “Settlement”) is made and entered into by and between Named Plaintiff Sheena Edwards (“Edwards”), individually and on behalf of all other similarly situated Class Members and PAGA Class Members, and named Defendant El Sousou LLC dba Absolute Senior Solutions and its subsidiaries and related business entities, Absolute HomeAid, Absolute Transportations, Inc., and Absolute Placement, Inc. (collectively “Defendants”) with regard to the action pending in the Superior Court of the State of California, County of Santa Clara and captioned *Sheena Edwards, in her representative capacity v. Absolute Senior Solutions; El Sousou LLC; and Does 1 through 50 inclusive*, Case No. 21CV383232, subject to the terms and conditions herein and the approval of the Court.

1. DEFINITIONS

1.1 “Action” means the civil action captioned *Sheena Edwards, in her representative capacity v. Absolute Senior Solutions; El Sousou LLC; and Does 1 through 50 inclusive*, Case No. 21CV383232, pending in the Superior Court of the State of California, County of Santa Clara, Honorable Patricia M. Lucas presiding.

1.2 “Class Members” shall refer to all current or former non-exempt employees who worked for Defendants in the State of California at any time during the Class Period.

1.3 “Class Period” means the period from January 1, 2019 through May 7, 2022 (90 days after mediation).

1.4 “Class Release Date” means the latest effective date of the release provided by Class Members, which is May 7, 2022 (90 days after mediation).

1.5 “Defendants” means El Sousou LLC dba Absolute Senior Solutions and its subsidiaries and related business entities, Absolute HomeAid, Absolute Transportations, Inc., and Absolute Placement, Inc.

1.6 “Defendants’ Counsel” means Defendants’ counsel, Judith A. Cregan and Mark S. Posard of GORDON REES SCULLY MANSUKHANI, LLP.

1.7 “Effective Date” means the later of: (i) the date of Final Approval if no timely objections are filed, or are withdrawn prior to Final Approval; or (ii) if a Class Member files an objection to the Settlement, the Effective Date shall be the sixty-first (61st) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or (iii) if a timely appeal is initiated by an objector, then the Effective Date will be the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

1.8 “Final Approval” means the final settlement approval order and judgment that will be entered by the Court.

1.9 “Final Judgment” means the latest of: (a) the date of final affirmance on an appeal of the Judgment; (b) the date of final dismissal with prejudice of the last pending appeal from the Judgment; or (c) if no appeal is filed, the expiration date of the time for the filing or noticing of any form of valid appeal from the Judgment, which is sixty-one days after the Court’s granting of Final Approval. The Parties intend that the Final Approval Order will encompass an order entering Judgment. The Parties agree that no appeal may be filed if no objections are filed.

1.10 “First Amended Complaint” (“FAC”) means that, as part of this Settlement, Plaintiff will file a FAC to plead class action claims with a limited Class Period commencing on January 1, 2019. The FAC will include the underlying Labor Code claims related to the facts, theories, and claims alleged in Plaintiff’s PAGA Complaint filed on June 18, 2021, including, without limitation, including: (1) failure to timely pay all minimum, regular, and/or overtime wages; (2) failure to provide legally compliant meal periods and/or compensation in lieu thereof; (3) failure to provide legally compliant rest periods and/or compensation in lieu thereof; (4) failure to reimburse all necessary business expenses; (5) failure to furnish accurate itemized wage statements; (6) failure to maintain accurate records; and (7) failure to timely pay all wages due and owing upon separation of employment and/or the necessary waiting time penalties; (8) failure to pay all wages at separation, and any claim for back wages owed.

1.11 “Individual Settlement Payments” means the portion of the Net Settlement Fund allocable to each participating Class Member based on his or her pro rata W-2 wages earned during the Class Period. Any unclaimed residue remaining after the check void date (180 days after the mailing of the Individual Settlement Payments) shall be sent to a *cy pres* beneficiary mutually agreed upon by the Parties.

1.12 “Maximum Settlement Amount” means Defendants will pay two hundred thousand dollars and zero cents (\$200,000.00) to settle and release claims more fully described in paragraph 6 below. The Maximum Settlement Amount represents the total amount payable under the Stipulation of Class and PAGA Representative Action Settlement and Release by Defendants including, without limitation, payments to all Class Members and PAGA Class Members, payment to the Labor and Workforce Development Agency (“LWDA”), payment of Plaintiff’s Attorneys’ Fees, payment of Plaintiff’s Litigation Costs, and payment of Plaintiff’s Service Award. The Maximum Settlement Amount does not include the employer’s share of payroll taxes or the Settlement Administration Expenses.

1.13 “Mediator” means Jeff Krivis of First Mediation Corporation.

1.14 “Named Plaintiff” means Sheena Edwards.

1.15 “Net Settlement Fund” means the amount remaining to distribute to the Class Members after the following amounts (if approved by the Court) are subtracted from the Maximum Settlement Amount: (a) Plaintiff’s Attorneys’ Fees up to sixty-six thousand six hundred and sixty-six dollars and sixty-seven cents (\$66,666.67); (b) Plaintiff’s Litigation Costs up to thirteen thousand dollars (\$13,000.00); (c) a Service Award and General Release by Named Plaintiff payment to Named Plaintiff Sheena Edwards of seven thousand and five hundred dollars and zero cents (\$7,500.00); and (d) the PAGA Payment Amount.

1.16 “Notice” means the Court-approved form of Notice of Proposed Class Action and PAGA Settlement, substantially in the same form as **Exhibit A**, attached hereto.

1.17 “Operative Complaint” means Plaintiff’s First Amended Complaint, which is attached as **Exhibit B** to this Settlement.

1.18 “Objection/Exclusion Deadline” means the date thirty (30) calendar days following the date on which the Settlement Administrator first mails the Notice to the Class Members.

1.19 “Private Attorney General Act” (“PAGA”) means the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*

1.20 “PAGA Class Members” shall include all current and former non-exempt employees who worked for Defendants in the State of California at any time during the PAGA Period. PAGA Class Members cannot exclude themselves from the PAGA portion of the Settlement.

1.21 “PAGA Payment Amount” means the amount the Parties agree to allocate from the Maximum Settlement Amount, which is ten thousand dollars and zero cents (\$10,000.00) to cover Plaintiff’s claim for civil penalties under the PAGA. Of the PAGA Payment Amount, seventy-five percent (75%) will be paid to the LWDA; and the remaining twenty-five percent (25%) will be allocated to the Net Settlement Fund to be distributed to the PAGA Class Members (“PAGA Class Member Payment Amount”). Each PAGA Class Member shall receive an equal distribution of the PAGA Class Member Payment Amount on a per capita basis.

1.22 “PAGA Period” means the period from April 6, 2020 through May 7, 2022.

1.23 “Participating Class Member(s)” is defined as a Class Member who do not timely exclude themselves from the Settlement and will therefore receive their share of the Net Settlement Fund automatically without the need to return a claim form. Each Participating Class Member shall be deemed to have participated in the settlement unless they affirmatively opt out of the Settlement. Any Class Member who does not affirmatively opt out of the Settlement Agreement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement.

1.24 “Parties” means the Named Plaintiff Sheena Edwards, Class Members, PAGA Class Members, and Defendants, collectively.

1.25 “Payment Obligation Date” means the date which is fifteen (15) calendar days after the Effective Date.

1.26 “Plaintiff’s Attorneys’ Fees” means Plaintiff will request, and Defendants will not oppose, a reimbursement of Plaintiff’s Attorneys’ Fees of up to sixty-six thousand six hundred and sixty-six dollars and sixty-seven cents (\$66,666.67), which is one-third (1/3) of the Maximum Settlement Amount, subject to court approval. Any amount award less than the fee request will revert back to the Net Settlement Funds and be redistributed to Putative Class Members.

1.27 “Plaintiff’s Counsel” means Plaintiff’s counsel, Graham S. P. Hollis, Hali M. Anderson, and Alyssa L. Smith of GrahamHollis A.P.C.

1.28 “Plaintiff’s Litigation Costs” means Plaintiff’s Counsel will request, and Defendants will not oppose, a reimbursement of Plaintiff’s Litigation Costs of up to thirteen thousand dollars and zero cents (\$13,000.00), subject to court approval, which shall be paid from the Maximum Settlement Amount.

1.29 “Plaintiff’s PAGA Complaint” means Plaintiff Sheena Edwards’ representative action filed on June 18, 2021 seeking civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*, and the applicable sections of the IWC Wage Order No. 5-2001 on behalf of herself and all current and former non-exempt employees of Defendants in the State of California at any time during the PAGA Period.

1.30 “Preliminary Approval” means an Order of the Court approving this Settlement, and the exhibits thereto, and setting a hearing for Final Approval of the Settlement, including approval of Plaintiff’s Attorneys’ Fees and Plaintiff’s Litigation Costs.

1.31 “Released Claims” means all known and unknown claims, wage and hour claims, rights, demands, liabilities, penalties (statutory and/or civil), damages, restitution, losses, disgorgement, liquidated damages, interest, attorneys’ fees, fines, debts, obligations, costs, expenses, interest, actions and/or causes of action, contingent or accrued arising from and/or related to the claims pled in Plaintiff’s Operative Complaint or that could have been pled in the FAC based on the factual allegations pled in the Operative Complaint, including, but not limited to, claims for alleged unpaid minimum and/or overtime wages, failure to pay for work done off-the clock, failure to provide compliant and/or timely meal breaks, failure to provide compliant and/or timely rest breaks, failure to record meal periods, failure to provide accurate and complete itemized wage statements, failure to pay all wages owed upon termination of employment under the California Labor Code, failure to reimburse claims, claims for violation of California Labor Code sections 200-204, 210, 223, 225.5, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2699, 2699.3 and 2802, and including the applicable provisions of the California Code of Regulations, the California Industrial Welfare Commission Wage Orders, unfair competition claims under California Business & Professions Code §§ 17200, *et seq.*, and PAGA based on the Labor Code violations alleged in the Complaint during the Class Period. This release will cover all Class Members who do not opt out, regardless of whether they are available for delivery or have delivered to them, their payment under this Settlement Agreement. Released Claims shall include also any and all claims for civil penalties that are pled in Plaintiff’s PAGA Complaint, as well as those which will be pled in Plaintiff’s Operative Complaint and brought pursuant to California Labor Code (“Labor Code”) Section 2699 *et seq.*, or which could have been pled under the Labor Code, whether known or unknown by the PAGA Class Members, based on the factual allegations in Plaintiff’s PAGA Complaint, and/or Plaintiff’s Operative Complaint, during the PAGA Period.

1.32 “Released Parties” means (i) El Sousou LLC dba Absolute Senior Solutions and its subsidiaries and related business entities, Absolute HomeAid, Absolute Transportations, Inc., and Absolute Placement, Inc. (“Defendants”); and (ii) any of Defendants’ successors, present and former parents, subsidiaries and affiliated companies or entities, their respective officers, directors,

employees, partners, shareholders and agents, as well as any other successors, assigns and legal representatives and their related persons and entities, and any individual or entity that could be liable for any of the Released Claims (defined below), and Defendants' Counsel of record in the Action.

1.33 "Remainder" means the unclaimed funds of the Net Settlement Fund allocated to the Class Members if fewer than all Class Members cash the Individual Settlement Payment checks sent to them after a redistribution.

1.34 "Request for Exclusion" means a letter or written request submitted (via fax or mail) by a Class Member to the Settlement Administrator and postmarked by the Objection/Exclusion Deadline that includes the Class Member's name and signature, the last four digits of their Social Security Number and the following statement or something similar to: "I request to be excluded from the class action proceedings in the matter of *Sheena Edwards, in her representative capacity v. Absolute Senior Solutions; El Sousou LLC; and Does 1 through 50 inclusive*, Case No. 21CV383232, pending in the Superior Court of the State of California, County of Santa Clara." Any Class Member wishing to opt out from the Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Claims Administrator by the Response Deadline. The date of the fax or postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. The Parties to this Agreement and their counsel agree that they will not solicit or encourage Class Members to opt-out or object to this Settlement Agreement. If a Class Member's Request for Exclusion is defective as to the requirements listed in this Settlement Agreement, that Class Member will be given an opportunity to cure the defect(s). The Claims Administrator will mail the Class Member a cure letter within three (3) calendar days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (i) the Response Deadline or (ii) fifteen (15) calendar days from the date of the cure letter to fax or postmark a revised Request for Exclusion.

1.35 "Service Award and General Release by Named Plaintiff" means Plaintiff will petition and Defendants will not oppose, a Service Award for Named Plaintiff Sheena Edwards in the amount of seven thousand five hundred dollars (\$7,500). In exchange for her Service Award, Named Plaintiff Sheena Edwards will execute a general release with a 1542 waiver.

1.36 "Settlement" means the terms and conditions set forth in this Stipulation of Class and PAGA Representative Action Settlement and Release.

1.37 "Settlement Administrator" means ILYM Group, Inc., subject to Court approval.

1.38 "Settlement Administration Expenses" shall be paid separately by Defendants. The Parties will meet and confer to determine a mutual agreeable Settlement Administrator.

1.39 "Taxes" means, of the amounts paid to Individual Class Members, twenty-five percent (25%) shall be designated as wages and reported on IRS Form W-2; thirty-seven and one-half percent (37.5%) shall be designated as penalties and reported on IRS Form 1099; and thirty-seven and one-half percent (37.5%) shall be designated as interest and reported on IRS Form 1099.

2. GENERAL

2.1 The following is the procedural history of this Action:

(a) Named Plaintiff Sheena Edwards filed a Complaint on June 18, 2021, alleging claims under the Private Attorney's General Act of 2004. As part of the settlement, Plaintiff will file a First Amended Complaint ("FAC" or "Operative Complaint"), to plead class-wide claims on behalf of all current and former non-exempt employees of Defendants in California, with a limited Class Period commencing on January 1, 2019. The Operative Complaint will include the underlying Labor Code claims related to the facts, theories, and claims alleged in Plaintiff's PAGA Complaint filed on June 18, 2021.

(b) During the course of the litigation, Defendants provided Plaintiff a substantial amount of information and documents, including relevant company policies, a contact list for the PAGA Period, and timekeeping and corresponding payroll data for Plaintiff and the PAGA Class Members. The exchange of information and documents was comprehensive and enabled the Parties to sufficiently assess the strengths and weaknesses of their respective positions during arms-length negotiations at mediation.

(c) The Parties participated in a private mediation session with well-respected mediator, Jeffrey Krivis on February 7, 2022. During the mediation, the Parties reached an agreement in principle which resulted in this Settlement.

2.2 Plaintiff's PAGA Complaint alleged a single cause of action under PAGA, alleging Defendants committed the following violations of the Labor Code and IWC Wage Orders: (1) failure to timely pay all minimum, regular, and overtime wages; (2) failure to provide compliant meal periods and/or compensation in lieu thereof; (3) failure to provide compliant rest periods and/or compensation in lieu thereof; (4) failure to reimburse for all business expenses; (5) failure to provide accurate itemized wage statements; (6) failure to maintain accurate records; and (7) failure to timely pay all wages due during and upon separation of employment.

2.3 Plaintiff's Operative Complaint will add the following eight class action causes of action: (1) failure to timely pay all minimum, regular, and overtime wages; (2) failure to provide compliant meal periods and/or compensation in lieu thereof; (3) failure to provide compliant rest periods and/or compensation in lieu thereof; (4) failure to reimburse for all business expenses; (5) failure to provide accurate itemized wage statements; (6) failure to maintain accurate records; and (7) failure to timely pay all wages due during and upon separation of employment; and (8) violation of Business and Professions Code Sections 17200, *et seq.*, with a limited Class Period commencing on January 1, 2019.

2.4 Defendants deny any liability and wrongdoing of any kind associated with the claims alleged in the Action, and further deny that the Action is appropriate for class and/or representative treatment for any purpose other than this Settlement. Defendants in no way admit any violation of law or any liability whatsoever to the Named Plaintiff, Class Members, and/or PAGA Class Members, individually or collectively, all such liability being expressly denied. Defendants contend that they have complied at all times with the California Labor Code, the IWC Wage Orders and the California Business and Professions Code. The settlement described in this

Stipulation represents a compromise and settlement of highly disputed claims. Nothing in this Settlement is intended or will be construed as an admission by Defendants that Plaintiff's claims in the Action have any merit or that Defendants have any liability to Plaintiff, the Class Members, the PAGA Class Members, or the State on those claims, or as an admission by the Plaintiff that Defendants' defenses in the Action have any merit. The Settlement is intended to fully and forever compromise, release, resolve, discharge, and settle the released claims subject to the terms and conditions set forth in this Settlement.

2.5 Named Plaintiff believes that the Action is meritorious and that class certification is appropriate.

2.6 The Parties have engaged in substantial litigation and have thoroughly investigated Named Plaintiff's causes of action.

2.7 Plaintiff's Counsel has conducted a thorough investigation into the facts of the Action, including an extensive review and analysis of Defendants' documents, and interviewed key witnesses including Class Members and PAGA Class Members. Plaintiff's Counsel is knowledgeable about and has done extensive research with respect to the applicable law and potential defenses to the claims of the Class Members and PAGA Class Members. Plaintiff's Counsel has diligently pursued an investigation of the Class Members and PAGA Class Members' claims against Defendants. Based on the foregoing data and on its own independent investigation and evaluation, Plaintiff's Counsel is of the opinion that the Settlement for the consideration and on the terms set forth in this Stipulation of Settlement is fair, reasonable, and adequate and is in the best interest of the Class Members and PAGA Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, the various defenses asserted by Defendants, and the numerous potential appellate issues. Further, Plaintiff has carefully evaluated the terms of the Settlement, and, based upon that review, has determined that it is fair and reasonable.

2.8 This Settlement was reached based on Defendant's representation of its financial condition and the Parties agree that Defendant's financial capacity to pay the settlement is a critical basis for the amount of the Settlement. As such, Defendant has provided Plaintiff's Counsel with a declaration of financial health regarding Defendants' inability to pay more than the Maximum Settlement Amount without severe financial distress. Plaintiff's Counsel has reviewed this declaration, which was provided under penalty of perjury and confirmed Defendant's limited ability to pay.

2.9 Defendants and their counsel believe that the claims asserted in the Action are without merit. Thus, Defendants have denied, and continue to deny, specifically and generally, each and every claim asserted in the Action and any and all liability or wrongdoing of any kind whatsoever associated with any of the facts or claims alleged in the Action. Defendants make no concessions or admissions of wrongdoing or liability of any kind whatsoever. Defendants maintain that for any purpose other than settlement, the Action is neither suitable nor appropriate for treatment as a class or representative action. Although Defendants have vigorously contested the allegations in the Action to date and deny that they committed any wrongful action or violation of law, Defendants believe that further litigation with respect to Plaintiff, Class Members, and PAGA Class Members' claims would be protracted, expensive, and contrary to its best interests.

Substantial amounts of time, energy, and other resources have been, and, absent settlement, will continue to be devoted to Defendants' defense against Plaintiff's claims. In light of these realities, Defendants believe that settlement is the best way to resolve the disputes among the Parties while minimizing its own further expenditures. Defendants thus agree the Settlement is fair, reasonable and adequate.

2.10 The Parties stipulate and agree to the conditional certification of the Class for purposes of this Settlement only. Should, for whatever reason, the Court not grant Final Approval, the Parties' stipulation to the conditional certification of the class as part of the Settlement shall become null and void and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be appropriate in a non-settlement context. Defendants expressly reserve their rights and declare that they intend to oppose class certification and any form of representative action vigorously should this Settlement not be granted Final Approval.

The Parties acknowledge that factual and legal issues have not yet been resolved and that if this litigation were to proceed, the Court would specifically need to resolve, among other issues, whether Plaintiff, Class Members, and PAGA Class Members: (1) worked hours for which they were not properly compensated with appropriate minimum, hourly, and/or overtime wages as required by the California Labor Code and/or applicable Industrial Welfare Commission Wage Order(s); (2) were denied meal periods required by California law without being paid a premium as required by California Labor Code § 226.7; (3) were denied rest periods required by California law without being paid a premium as required by California Labor Code § 226.7; (4) were not reimbursed for all business expenses in violation of California Labor Code § 2802; (5) were provided with inaccurate itemized wage statements in violation of California Labor Code § 226; (6) had their time records inaccurately recorded by Defendants in violation of California Labor Code §§ 1174(d), 1198, and the "Records" section of the Applicable IWC Wage Order; (7) were not timely paid final wages due during and upon the termination of their employment from Defendants as required by California Labor Code §§ 201 and/or 202 and/or were owed waiting time penalties under California Labor Code § 203; (8) suffered any unfair business practices in violation of California Business & Professions Code § 17200 *et seq.*, and/or (9) were entitled to penalties under the California Labor Code Private Attorneys General Act of 2004.

3. PRELIMINARY APPROVAL

3.1 The Parties agree to fully cooperate with each other to accomplish the terms of this Stipulation of Settlement including, but not limited to, execution of such documents and to take such other actions as may reasonably be necessary to implement the terms of this Stipulation.

3.2 Plaintiff's Counsel shall request a hearing before the Court to seek Preliminary Approval of the Settlement on a mutually available date as soon as reasonably practicable. Further, Plaintiff's Counsel shall file Plaintiff's Motion for Preliminary Approval of Settlement within forty-five (45) days of execution of this Settlement. In conjunction with such hearing, Plaintiff's Counsel shall submit this Stipulation of Settlement, together with the exhibits attached hereto, and any other documents necessary to implement the Settlement.

3.3 Defendants agree not to oppose Plaintiff's Motion for Preliminary Approval unless the motion is inconsistent with the terms set forth in this Settlement.

4. NOTICE AND CLAIM PROCESS

4.1 **Class Member and PAGA Employee Information.** Within ten (10) calendar days after entry of the order granting Preliminary Approval, Defendants shall provide to the Settlement Administrator a list of all Class Members and PAGA Class Members, including their name, Social Security Number or Individual Taxpayer Identification Number, last-known address, telephone number, dates of employment, and the total amount of W-2 income during the Class Period and PAGA Period. At no time during the settlement process will any Class Member or PAGA Employee's address, telephone number, Social Security Number, or Individual Taxpayer Identification Number be filed with the Court, except under seal as may be ordered by the Court. The Settlement Administrator will ensure that the Class Notice and any other communications to Class Members and PAGA Class Members will not include the Class Members and PAGA Class Members' Social Security/Individual Taxpayer Identification Numbers, except for the last four digits. Class Members and PAGA Class Members may, however, be required to submit a Form W-4 or W-9 as required by the Settlement Administrator for tax reporting purposes.

4.2 **Calculation of W-2 Income.** Within ten (10) days after receiving the Class Information described in Paragraph 4.1, the Settlement Administrator shall calculate the total amount of W-2 income for each Class Member during the Class Period, and the Class Member's pro-rata percentage share of the Net Settlement Fund.

4.3 **Notice by First Class U.S. Mail.** Prior to the mailing of the Notice to the Class Members and PAGA Class Members, the Settlement Administrator will run one Accurint (or substantially similar) skip trace as well as perform one basic search on the National Change of Address Database to attempt to obtain the best possible address for the Class Members and PAGA Class Members before it mails the notices to the Class Members and PAGA Class Members. Within fourteen (14) calendar days after completing the calculations described in Paragraph 4.2, the Settlement Administrator shall send the Notice via first class mail, to the Class Members after it has followed the procedure in this Paragraph 4.3.

4.4 **The Notice.** The Class Notice shall state the total amount of W-2 income based on the data provided to the Settlement Administrator. The Notice shall provide that Class Members who wish to exclude themselves from the Settlement of Released Claims must submit a Request for Exclusion postmarked by the Objection/Exclusion Deadline. The Objection/Exclusion Deadline is thirty (30) calendar days following the initial mailing of the Notice. Any Class Member who properly requests exclusion using this procedure will not receive any payment from the Settlement and will not be bound by the Stipulation of Settlement or have any right to object, appeal or comment thereon. Class Members who do not submit a valid and timely Request for Exclusion shall be bound by all terms of the Stipulation of Settlement and any judgment entered in the Actions once the Settlement is approved by the Court. PAGA Class Members cannot exclude themselves from the settlement.

4.5 Undeliverable Notices. If a Notice is returned as undeliverable with a forwarding address provided by the United States Postal Service, the Settlement Administrator will promptly resend the Notice to that forwarding address along with a brief letter stating that the recipient of the Notice has until the original deadline set forth on the Notice, or ten (10) calendar days after the re-mailing of the Notice (whichever is later), to submit a Request for Exclusion, objection to the settlement, or to dispute the amount of W-2 income identified.

4.6 Objection. To object to the Settlement Agreement, a Class Member who has not submitted a Request for Exclusion must either mail a valid Notice of Objection to the Settlement Administrator before the Response Deadline or appear at the Final Approval Hearing. The Settlement Administrator will notify counsel for the Parties forthwith via email of any Request for Exclusion or Notice of Objection received. Plaintiff's Counsel will lodge any Notice of Objection with the Court. The Notice of Objection must be signed by the Class Member and contain enough information to ascertain the Class Member's basis for objection. The postmark date of the mailing will be deemed the exclusive means for determining that the Notice of Objection is timely. Class Members who fail to either appear at the Final Approval Hearing or submit a timely Notice of Objection in the manner specified above will be deemed to have waived all objections to the Settlement and will be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement Agreement.

4.7 Disputes Regarding Individual Settlement Allocations. Class Members and/or PAGA Class Members who disagree with Defendants' records regarding their amount of W-2 income and/or estimated Individual Settlement Payment must provide documentation and/or an explanation showing contrary information directly to the Settlement Administrator by the Response Deadline. The dispute must: (1) contain the case name of the Action; (2) contain the Class Member or PAGA Class Member's full name, address, telephone number, and last four digits of their Social Security Number or Individual Taxpayer Identification Number, (3) contain a clear statement explaining that the Class Member or PAGA Class Member wishes to dispute the amount of W-2 income credited to them and also stating the amount of W-2 income that they contend is correct; and (4) attach documentation demonstrating that the Class Member or PAGA Class Member was not credited with the correct amount of W-2 income. The Settlement Administrator will in turn provide any such submissions by Class Members and/or PAGA Class Members to the Parties. The Parties will meet and confer to determine whether adjustments to the Class Member or PAGA Class Member's W-2 income and/or Individual Settlement Allocation are warranted. If the Parties are unable to reach an agreement as to a dispute, the Settlement Administrator will decide the outstanding issue. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Allocation will be binding upon the Class Member or PAGA Class Member and the Parties. In the absence of circumstances indicating fraud, manipulation, negligence, or destruction, Defendants' records will be given a rebuttable presumption of accuracy.

4.8 Declaration of Due Diligence. At least thirty-five (35) calendar days prior to the final approval hearing, the Settlement Administrator will provide a declaration of due diligence and proof of mailing with regard to the mailing of the Notice to counsel for all Parties. Further, in order to permit Plaintiff's Counsel to file its Motion to Approve Plaintiff's Attorneys' Fees and Plaintiff's Litigation Costs Awards prior to the Objection/Exclusion Deadline, the Settlement

Administrator shall also provide a preliminary declaration of due diligence and proof of mailing with regard to the status of the mailing of the Notice to counsel for all Parties at least ten (10) calendar days prior to the Objection/Exclusion Deadline.

4.9 No Solicitation. The Parties and their counsel agree not to take any action to solicit or encourage any Class Members to opt out of or to object to the settlement.

4.10 Defendants will provide the Settlement Administrator with sufficient funds to make all payments due to Plaintiff, Plaintiff's Counsel, the LWDA, the Settlement Administrator, the Class Members, and PAGA Class Members, plus any owed Payroll Taxes, no later than the Payment Obligation Date.

4.11 The Settlement Administrator will mail all required payments no later than seven (7) calendar days after the Payment Obligation Date. Individual Settlement Payment checks not cashed within 180 calendar days of mailing will become void. If a Class Member's check is returned to the Settlement Administrator, with a forwarding address provided by the United States Postal Service, the Settlement Administrator will promptly resend the check to that Class Member.

4.12 No person shall have any claim against Defendants, Defendants' Counsel, Plaintiffs, the Class Members, the PAGA Class Members, Plaintiff's Counsel or the Settlement Administrator based on mailings, distributions and payments made in accordance with this Stipulation of Settlement.

4.13 The following is a summary of the proposed timeline related to this Settlement:

EVENT	DEADLINE
Preliminary Approval of the Settlement by the Court	TBD
Defendants to provide Settlement Administrator with list of Class Members, their name, Social Security or Individual Taxpayer Identification Number, last-known address, telephone number, dates of employment, the total amount of W-2 income, and the total number of workweeks for each Class Member during the Class Period. Defendants to provide the Settlement Administrator with a list of PAGA Class Members, their name, Social Security or Individual Taxpayer Identification Number, last-known address, telephone number, dates of employment, and total workweeks for each PAGA Class Member during the PAGA Period.	10 business days after entry of the order granting Preliminary Approval

Settlement Administrator to notify the Parties of the number of Class Members and workweeks for the Class members	10 calendar days after receiving Class Member and PAGA Class Member Lists
Settlement Administrator to mail Notice to Class Members and PAGA Class Members	14 calendar days after receiving Class Member and PAGA Class Member Lists
Objections/Exclusion Deadline for Class Members Only	30 calendar days after mailing of Notice
Settlement Administrator to provide a preliminary declaration of due diligence and proof of mailing with regard to the mailing of the Notice to counsel for all Parties.	10 calendar days prior to the Objection/Exclusion Deadline.
Settlement Administrator to notify Parties of the number of valid and timely request for exclusion letters received	7 calendar days after Objections/Exclusion Deadline
Deadline for Defendants to exercise its option to cancel the settlement if 5% or more of the Class Members submit a timely and valid Request for Exclusion.	5 business days after Settlement Administrator notifies the Parties of the number of valid and timely requests for exclusion
Settlement Administrator to provide declaration of due diligence	35 calendar days prior to Final Approval Hearing
Final Approval Hearing	TBD
Payment Obligation Date	Fifteen (15) calendar days after the Effective Date of Settlement
Settlement Administrator to mail Individual Settlement Payments	7 business days after the Defendants makes all the necessary payments into the Qualified Settlement Fund
Uncashed Checks Become Void	180 calendar days after mailing of the Individual Settlement Payment Checks and the funds are redistributed to Class Members whose checks were not returned
Redistribution of Unclaimed Funds	Within 30 calendar days after the 180-day check cashing deadline

///

///

///

5. SETTLEMENT COMPONENTS

5.1 This Settlement is based on Defendants' representation that there are 102 Class Members and 2,715 pay periods. If the number of Class Members or workweeks increases by 10% or more, there shall be a proportionate increase in the Maximum Settlement Amount.

5.2 The Settlement shall have four components: (1) the Individual Settlement Payments; (2) the Plaintiff's Attorneys' Fees and Litigation Costs Awards; (3) the PAGA Payment; and (4) the Service Award, all as approved by the Court. All of these components are included in the Maximum Settlement Amount.

(a) **Payroll Taxes:** The Maximum Settlement Amount does not include the employer's portion of any Payroll Taxes, which shall be paid by Defendants separate and apart from the Maximum Settlement Amount. The Settlement Administrator shall pay the employee-side payroll taxes out of the employee's portion of the Net Settlement Fund prior to any distributions. The employer-side Payroll Taxes will be computed by the Settlement Administrator based on the amounts paid to the Participating Class Members. The Settlement Administrator shall be responsible for making all necessary payments and government filings in connection with such payments.

(b) **Circular 230 Disclaimer:** Each Party (for purposes of this section, the "acknowledging party" and each Party to this Stipulation of Settlement other than the acknowledging party, an "other party", acknowledges and agrees that (i) no provision of this Stipulation of Settlement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of the United States Treasury Department circular 230 (31 C.F.R. part 10, as amended); (ii) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Stipulation of Settlement, (b) has not entered into this Stipulation of Settlement based upon the recommendation of any other party or any attorney to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging part, and (iii) no attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or structure of any transaction, including any transaction contemplated by this Agreement.

(c) **Individual Settlement Payments:** The Settlement Administrator shall have the authority and obligation to calculate the amounts of Individual Settlement Payments in accordance with the methodology set forth in this Settlement Agreement and the orders of the Court. The Parties agree that the formula for the Individual Settlement Payments to Class Members provided herein is reasonable and that the payments provided herein are designed to provide a fair settlement to such persons, in light of the uncertainties of the damages and penalties alleged to be owed to the Class and the calculation of such amounts.

(i) The Parties agree that Class Members will not have to submit a claim form in order to participate in the Settlement. Each Class Member who does not timely submit a Request for Exclusion will be mailed a check representing their Individual Settlement Payment for Released Claims.

(ii) **The Class.** The Class Settlement Allocation (as defined herein) will be calculated based on each Class Member's W-2 income during the Class Period. The Settlement Administrator shall determine the total amount of W-2 income of all Class Members. Then, the Settlement Administrator will determine the percentage of the total W-2 income which each Class Member earned during the Class Period. The Settlement Administrator will distribute Individual Settlement Payments, with each Class Member receiving a percentage of the Net Settlement Fund equal to their percentage of the total W-2 income (e.g., a Class Member who earned 1% of the total W-2 income shall receive 1% of the Class Settlement Allocation). Twenty-five percent (25%) of each Class Settlement Allocation payment will be designated as wages and reported on IRS Form W-2; thirty-seven and one-half percent (37.5%) will be designated as alleged unpaid penalties and reported on IRS Form 1099-MISC; and thirty-seven and one-half percent (37.5%) will be designated as alleged unpaid interest and reported on IRS Form 1099-MISC. The Settlement Administrator shall coordinate with Defendants, such that Defendants will pay the employer's portion of payroll taxes, including but not limited to FICA and FUTA, which is not part of the Maximum Settlement Amount. Defendants agree to reasonably cooperate with the Settlement Administrator to the extent necessary to determine or confirm the amount of the payroll tax payment required under this Section.

(iii) Each Class Member who is mailed an Individual Settlement Payment will have 180 calendar days from the date of the mailing of the Settlement Payment check to cash the check. Failure to cash the check within 180 calendar days will result in the Class Member foregoing all eligibility to receive any payment from the Settlement, but the Settlement Class Member shall remain bound by the Settlement and its Released Claims. The checks will state they are void if not cashed within 180 calendar days of mailing.

(iv) The right of any Class Member to receive any settlement payment shall be conditioned upon their cashing the settlement check by the end of the 180th day after the Settlement Administrator mails any settlement check to the Class Member. Checks sent to Class Members and not cashed shall be null and void after 180 calendar days of mailing and the recipient Class Members shall thereafter have no right of any kind to receive payment. No Class Member or their heirs or estate shall acquire any interest in any settlement check that the Class Member does not cash by the end of the 180th day after the Settlement Administrator mails it.

(v) It shall be the responsibility of the Settlement Administrator to timely and properly withhold from Individual Settlement Payments payable to Class Members all applicable payroll and employment taxes on the wages portion of the settlement, including all federal, state, and local income taxes, and to prepare and deliver the necessary tax documentation to the relevant state and federal tax authorities, and, thereafter pay those taxes to the relevant state and federal tax authorities.

(vi) Each Class Member's share of all applicable employee payroll and employment taxes withheld and deposited with the applicable governmental authorities in

accordance with this Stipulation of Settlement shall be a part of, and paid out of, the Individual Settlement Payment to that Class Member. Each Class Member will be responsible for paying all applicable state, local, and federal income taxes on all amounts the Class Member receives pursuant to this Stipulation of Settlement.

(vii) **No Effect on Employee Benefits:** Individual Settlement Payments provided for in this Stipulation of Settlement are the sole payments to be made to the Class Members, and the Class Members are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

(d) **PAGA Class Member Payments:** The Settlement Administrator shall have the authority and obligation to calculate the amounts of the PAGA Class Member Payments in accordance with the methodology set forth in this Stipulation of Settlement and orders of the Court. The amount that a PAGA Class Member may receive from the PAGA Payment Amount shall be calculated on a per capita basis. The Parties agree that this formula for the individual payments to PAGA Class Members provided herein is reasonable and that the payments provided herein are designed to provide a fair settlement to such persons, in light of the uncertainties of the damages and penalties alleged to be owed to the PAGA Class Members and the calculation of such amounts. The PAGA Payment will be valid for 180 calendar days. The PAGA Class Members are responsible for taxes for their portion of the PAGA Amount allocated to him/her.

(e) **Allocation of the Remainder of The Net Settlement Amount.** This is a non-reversionary “all-in” settlement. No unclaimed amounts will revert to Defendant. If after 180 calendar days of mailing, the checks cashed by Class Members total less than 100% of the Net Settlement Fund, the amount remaining will be redistributed among those Class Members who cashed the checks sent to them within the 180 days (the “Redistribution”), on a pro-rata basis in proportion to their original Individual Settlement Payment, as long as the costs of Redistribution are less than the amount left for Redistribution.

(i) If the costs of Redistribution are less than the amount left for redistribution, the Redistribution will take place within 30 calendar days after the 180-day check cashing deadline. The Settlement Administrator shall be paid the costs of Redistribution from the amount left for Redistribution. The checks sent as part of the Redistribution must be cashed within 60 calendar days of mailing.

(ii) If the costs of Redistribution are more than the amount to be redistributed, or any unclaimed amounts remain 60 calendar days after the Redistribution, the Settlement Administrator shall issue a check of the unpaid residue or unclaimed or abandoned Class Members’ funds to the *cy pres* beneficiary selected by the Parties: Bay Area Legal Aid. Class Members and PAGA Class Members who do not timely cash their Individual Settlement Payments and whose checks are cancelled shall nevertheless be bound by all of the terms of the Settlement, including without limitation, the applicable releases set forth herein.

(f) **Representative Enhancement Award and General Release by Named Plaintiff:** Defendants agree not to challenge Plaintiff’s Counsel’s request for the Representative

Enhancement Award to the Named Plaintiff. The Representative Enhancement Award will be paid in addition to Plaintiff's Individual Settlement Payment in exchange for executing a general release and in recognition of her efforts in prosecuting the Class Action on behalf of Class Members.

(i) The Representative Enhancement Award will, subject to Court approval, be in the amount of Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff Sheena Edwards. The Settlement Administrator shall issue this payment from the gross settlement payment (Maximum Settlement Amount) and issue an IRS Form 1099-MISC for the amount paid. Should the Representative Enhancement Award approved by the Court be less than the amounts sought, the difference shall revert to the Net Settlement Fund.

(ii) The Representative Enhancement Award is for the Named Plaintiff's services and assistance to the Class throughout one year of litigation as well as the General Release below in (iii). The Representative Enhancement Award is also meant to reward Plaintiff for the risks associated with publicly available filing of a lawsuit against an employer.

(iii) Release by Plaintiff/General Release Upon the date the Court enters an order granting final approval of the Settlement, in addition to the claims being released by all Class Members, Plaintiff will provide the following additional general release ("General Release"): Named Plaintiff hereby releases, on behalf of herself and each of her family members, heirs, representatives, attorneys, and assigns, fully and finally releases the Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any of the Released Parties committed or omitted prior to the execution of this Agreement. This General Release includes any unknown claims Plaintiff does not know or suspect to exist in her favor at the time of this General Release, which, if known by her, might have affected her settlement with, and release of, the Released Parties or might have affected her decision not to object to this Settlement or this Release.

(iv) Named Plaintiff expressly waives the protections of California Civil Code Section 1542. Named Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by hereto exist may hereafter be discovered. It is her intention to settle fully and release all of the claims she now has against the Released Parties, whether known or unknown, suspected or unsuspected. The Representative Enhancement Award shall be paid to Named Plaintiff specifically in exchange for the general release of the Released Parties from all claims set forth in this Settlement Agreement, including those specified in this paragraph.

Named Plaintiff acknowledges she is expressly waiving any and all rights and benefits conferred by the provisions of Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF

**KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
AFFECTED THEIR SETTLEMENT WITH THE DEBTOR
OR RELEASED PARTY.**

(v) Named Plaintiff promises never to sue nor participate in any lawsuit against the Released Parties in any forum or for any reason related to the laws or theories covered by the release set forth in this Settlement Agreement. Named Plaintiff expressly waives any rights or potential rights of recovery that she may have in a potential class, collective, or representative settlement in any actions related to the claims released herein.

(vi) Because the Representative Enhancement Award represents a payment to the Named Plaintiff for services to the Class Members, and not wages, taxes will not be withheld from the Named Plaintiff Representative Enhancement Award. No party has made any representation to Named Plaintiff as to the taxability of the Representative Enhancement Awards.

(vii) The Named Plaintiff assumes full responsibility for paying all taxes and penalties, if any, federal and state, due as a result of the Representative Enhancement Awards.

(g) **Plaintiff's Attorneys' Fees and Plaintiff's Litigation Costs Award:** Defendants agree not to challenge Plaintiff's Attorneys' request for its Fee and Litigation Costs Award for one third (1/3) of the Maximum Settlement Amount, plus an award of reasonable litigation expenses actually and necessarily incurred in the Action. Should the Fee and Litigation Costs Award approved by the Court be less than the amount sought, the difference shall be added to the Net Settlement Fund. Payment of the Fee and Litigation Costs Award to Plaintiff's Attorneys shall constitute full satisfaction of any obligation to pay any amounts to any person, attorney or law firm for attorneys' fees, expenses or costs in the Action, and shall relieve Defendants and Defendants' Counsel of any other claims or liability to any other attorney or law firm for any attorneys' fees, expenses and/or costs to which any of them may claim to be entitled on behalf of Plaintiffs and/or the Class.

6. RELEASE BY THE CLASS

6.1 Upon the date the Court enters an order granting final approval of the Settlement, all Class Members who do not timely submit a valid Request for Exclusion do and will be deemed to have fully, finally and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties of and from any and all Released Claims accruing during the Class Period. In addition, on the date the Court enters an order granting final approval of the Settlement, all Class Members who do not timely submit a valid Request for Exclusion and all successors in interest will be permanently enjoined and forever barred from prosecuting any and all Released Claims against the Released Parties. The PAGA Class Members also release all claims under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the claims, causes of action or legal theories in the Released Claims or any of the claims, causes of action or legal theories of relief pleaded in the Operative Complaint. The *res judicata* effect of the Judgment will be the same as that of the Released Claims. This release will cover all Class

Members who do not opt out, regardless of whether they are available for delivery or have delivered to them, their payment under this Settlement Agreement.

6.2 California Labor Code Section 206.5. In connection with the above Release, and in consideration of Defendants' payment of the sums provided herein, each and every Participating Class Member will be deemed to have also acknowledged and agreed that California Labor Code section 206.5 is not applicable to the Parties hereto or any Participating Class Member because there is a good faith dispute as to whether any wages are due at all to any Participating Class Member. Section 206.5 provides, in pertinent part, as follows:

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

7. VOIDING THE AGREEMENT

7.1 In the event that: (i) the Court does not finally approve the Settlement as provided in this Settlement Agreement; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement and any documents generated to bring it into effect will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning. In such case, the Settlement shall not be used or be admissible in any subsequent proceedings, either in this Action, this Court, or any other Court or forum and the fact that the Parties stipulate and agree to the certification as part of the Settlement will have no bearing on, and will not be admissible in connection with, the issue of whether a class should be certified in a non-settlement context in this action or in any other action. Defendants expressly reserve their right to oppose class certification should this Settlement not become final.

8. PARTIES' AUTHORITY

8.1 The signatories hereto represent that they are fully authorized to enter into this Settlement and bind the Parties to the terms and conditions hereof.

9. MUTUAL FULL COOPERATION

9.1 The Parties and their counsel agree to fully cooperate with each other to accomplish the terms of this Settlement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set forth herein. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions or actions that may become necessary to effectuate the terms of this Settlement, the Parties shall seek the assistance of the Court or the Mediator to resolve such disagreement.

///

///

10. NO ADMISSION

10.1 Nothing contained herein, nor the consummation of this Settlement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants or any of the other Released Parties. Each of the Parties hereto has entered into this Settlement with the intention of avoiding further disputes and litigation with the attendant risk, inconvenience and expenses. This Settlement is a settlement document and shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408 and/or any other similar law, be inadmissible as evidence in any proceeding, except an action or proceeding to approve the settlement, and/or interpret or enforce this Settlement.

11. CONFIDENTIALITY/PUBLICITY

11.1 Plaintiff and Plaintiff's Counsel agree not to disclose or publicize the settlement or this Settlement Agreement's terms, including the fact of the settlement, its terms or contents, and the negotiations underlying the settlement, in any manner or form, directly or indirectly, that to any person or entity, except potential Class Members and as shall be contractually required to effectuate the terms of the settlement, to the Court and Settlement Administrator or as otherwise required by law. For the avoidance of doubt, this section means Plaintiff and Plaintiff's Counsel agree not to issue press releases, communicate with, or respond to any media or publication entities, publish information in manner or form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video, social media, recording or any other medium, with any person or entity concerning the settlement, including the fact of the settlement, its terms or contents and the negotiations underlying the settlement, except as shall be contractually required to effectuate the terms of the settlement. However, for the limited purpose of allowing Plaintiff's Counsel to prove adequacy as Plaintiff's Counsel or submit fee requests in other actions, Plaintiff's Counsel may disclose the name of the Parties in this action, the venue/case number of this action, and the amount of attorney's fee granted (but not any other settlement details) for such purposes.

12. CONSTRUCTION

12.1 The Parties hereto agree that the terms and conditions of this Settlement are the result of lengthy, intensive arms' length negotiations between the Parties and that this Settlement shall not be construed in favor of or against any of the Parties by reason of the extent to which any Party or his or its counsel participated in the drafting of this Settlement.

13. JURISDICTION OF THE COURT

13.1 Except for those matters to be resolved by the Settlement Administrator as expressly stated, any dispute regarding the interpretation or validity or otherwise arising out of this Settlement, or relating to the Action, Operative Complaint or the Released Claims, shall be subject to the exclusive jurisdiction of the Court. The Plaintiff, Class Members, PAGA Class Members, and Defendants agree to submit to the personal and exclusive jurisdiction of the Court. The Court shall retain jurisdiction solely with respect to the interpretation, implementation and enforcement of the terms of this Settlement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting,

implementing and enforcing the settlement embodied in this Settlement and all orders and judgments entered in connection therewith.

14. ACKNOWLEDGEMENT THAT THE SETTLEMENT IS FAIR AND REASONABLE.

14.1 The Parties believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Class Action and PAGA claims, and have arrived at this Settlement Agreement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement.

15. CALIFORNIA LAW GOVERNS

15.1 All terms of this Settlement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California, regardless of its conflict of laws.

16. INVALIDITY OF ANY PROVISION

16.1 The Parties request that before declaring any provision of this Stipulation of Settlement invalid, the Court shall first attempt to construe all provisions valid to the fullest extent possible consistent with applicable precedents.

17. AMENDMENT OR MODIFICATION

17.1 This Settlement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

18. ENTIRE AGREEMENT

18.1 This Settlement, including Exhibits attached hereto, contains the entire agreement between the Parties. All prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, including the Memorandum of Understanding between the Parties, are merged herein.

19. INTERIM STAY OF PROCEEDINGS

19.1 The Parties agree to hold in abeyance all proceedings in the Action including responding to the FAC, except such proceedings that are necessary to implement and complete the Settlement, pending the Final Approval Hearing to be conducted by the Court.

20. COUNTERPARTS

20.1 This Settlement may be executed in counterparts, and when each of the Parties has signed and delivered at least one such counterpart, each counterpart shall be deemed an original,

and, when taken together with other signed counterparts, shall constitute one fully signed Settlement, which shall be binding upon and effective as to all Parties.

IT IS SO AGREED.

Dated: 4/28/2022

PLAINTIFF:

DocuSigned by:


C4506E066FB640E...
SHEENA EDWARDS

Dated: _____

DEFENDANTS:

By: _____

MICHAEL EL SOUSOU

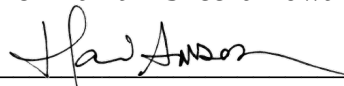
on behalf of El Sousou LLC dba Absolute Senior
Solutions, Absolute HomeAid, Absolute
Transportations, Inc. and Absolute Placements, Inc.

APPROVED AS TO CONTENT ONLY:

Dated: 4/28/2022

GRAHAM HOLLIS APC

Attorneys for Plaintiff Sheena Edwards

By:  _____

GRAHAM HOLLIS, ESQ.
HALI M. ANDERSON, ESQ.
ALYSSA L. SMITH, PPL

Dated: _____

GORDON REES SCULLY MANSUKHANI, LLP
Attorneys for Defendants El Sousou LLC dba
Absolute Senior Solutions

By: _____

JUDITH A. CREGAN, ESQ.
MARK S. POSARD, ESQ.

and, when taken together with other signed counterparts, shall constitute one fully signed Settlement, which shall be binding upon and effective as to all Parties.

IT IS SO AGREED.

Dated: _____

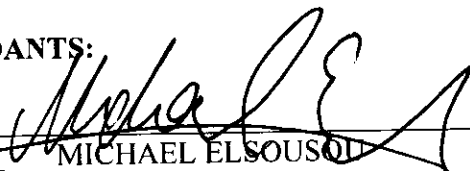
PLAINTIFF:

SHEENA EDWARDS

Dated: 4/29/22

DEFENDANTS:

By: _____


MICHAEL EL SOUSOU

on behalf of El Sousou LLC dba Absolute Senior
Solutions, Absolute HomeAid, Absolute
Transportations, Inc. and Absolute Placements, Inc.

APPROVED AS TO CONTENT ONLY:

Dated: _____

GRAHAMHOLLIS APC
Attorneys for Plaintiff Sheena Edwards

By: _____

GRAHAM HOLLIS, ESQ.
HALI M. ANDERSON, ESQ.
ALYSSA L. SMITH, PPL

Dated: April 29, 2022

GORDON REES SCULLY MANSUKHANI, LLP
Attorneys for Defendants El Sousou LLC dba
Absolute Senior Solutions

By: _____

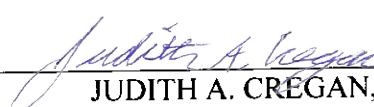

JUDITH A. CREGAN, ESQ.
MARK S. POSARD, ESQ.

EXHIBIT A

Edwards v. Absolute Senior Solutions, et al.

Superior Court for the County of Santa Clara, Case No.: 21CV383232

PLEASE READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR NOT.

The Court authorized this notice. This is not a solicitation from a lawyer.

Dear [CLASS MEMBER NAME]:

A proposed class and representative action settlement (“Settlement”) has been reached between the Parties in the above-entitled action and preliminarily approved by the Court as described below. You have received this notice because El Sousou LLC dba Absolute Senior Solutions and its subsidiaries and related business entities, Absolute HomeAid, Absolute Transportations, Inc., and Absolute Placement, Inc. (collectively “Defendants”) records indicate that you are a current or former non-exempt employee of Defendants who worked in the State of California at any time between January 1, 2019 through May 7, 2022 (the “Class Members”).

This settlement relates only to the time period January 1, 2019 through May 7, 2022 (the “Class Period”), the qualifying time period for this Settlement, and may not reflect all of your employment dates with the Defendants.

You are eligible to receive an Individual Settlement Payment estimated to be approximately \$ [REDACTED] based on your pro rata wages earned during the Class Period.

1. WHY SHOULD I READ THIS NOTICE?

You should read this notice because you may be entitled to payment from the Settlement in the above-entitled action and because your legal rights may be affected even if you do nothing. The Plaintiff and Defendants have entered into a Stipulation of Class Action and PAGA Representative Action Settlement and Release (“Settlement Agreement”) that will, if finally approved by the Court, fully resolve the claims alleged against Defendants in this case, as described in Section 2. The Settlement Agreement sets forth the details of the settlement. You may obtain a copy of the Settlement Agreement from either the Settlement Administrator or Plaintiff’s Counsel. The proposed Settlement Agreement has been submitted to the Court, and has been preliminarily approved for settlement purposes. The Court also preliminarily appointed the Plaintiff as the representative of the Class (“Class Representative”) and has preliminarily appointed the following Plaintiff’s counsel as counsel for the Class (“Plaintiff’s Counsel”):

GRAHAMHOLLIS APC

Graham S. P. Hollis (ghollis@grahamhollis.com)

Vilmarie Cordero (vcordero@grahamhollis.com)

Hali M. Anderson (handerson@grahamhollis.com)

Alyssa L. Smith (asmith@grahamhollis.com)

3555 Fifth Avenue, Ste 200

San Diego, CA 92103
Telephone: (619) 274-8225

As a member of the Class, you are entitled to share in the funds available for settlement of this class and representative action. You are not being sued and you will not be individually responsible for any of the attorney's fees or expenses of the litigation, as the settlement requires those amounts to be paid by the Defendants. Your rights will be affected by the Settlement described in this Notice whether you act or not.

The Court must finally approve the terms of the settlement described below as fair and reasonable to the Settlement Class, before it will take effect. If approved, the settlement will affect all Class Members who do not exclude themselves from the Settlement Class. An administrator that has been appointed by the Court will make all approved settlement payments after the Court orders them.

2. WHAT IS THIS CASE ABOUT?

Sheena Edwards ("Plaintiff") is a former employee of Defendants who performed work as a Transportation Aide in California. Plaintiff filed a class and representative action lawsuit which is now pending in the Superior Court of California for the County of Santa Clara. Plaintiff alleges that she and other current and former non-exempt employees who worked for the Defendants in California at any time between January 1, 2019 through May 7, 2022 ("Class Members") were not paid for all of their hours worked, including minimum, regular, and overtime wages. Plaintiff also alleges that she and the Class Members were not provided with all required meal and rest breaks, reimbursement for necessary expenditures they incurred as a result of their employment with Defendants, and that Defendants did not timely pay all wages due upon the separation of employment. Plaintiffs further allege that Defendants failed to maintain accurate records and provide accurate itemized wage statements.

There has been no Court ruling or determination on the merits of the claims alleged by Plaintiff or of Defendants' defenses, and as such, the Court has found no liability in this Action. Defendants deny all of the allegations in the lawsuit or that it violated any law and contends that at all times it has complied with the law.

The Parties participated in mediation with a respected class action mediator, and as a result of mediation, the Parties reached a settlement as described below.

3. WHO IS INCLUDED IN THE SETTLEMENT CLASS?

This settlement includes all current and former non-exempt employees who worked for Defendants in the State of California at any time between January 1, 2019 through May 7, 2022.

4. WHAT ARE THE TERMS OF THE SETTLEMENT AND HOW MUCH CAN I EXPECT TO RECEIVE?

a. Summary of Settlement Terms

Defendants will pay \$200,000.00 to settle this case (the “Maximum Settlement Amount”). From that amount, payments will be made to Plaintiff’s Counsel for court-approved attorney’s fees and costs, to the California Labor and Workforce Development Agency for penalties, and to the Named Plaintiff as a service award for her representation of the Class, and for civil penalties pursuant to the Labor Code. After deduction of these amounts, the remainder – the “Net Settlement Fund” – of approximately \$102,833.33 will be distributed to participating Class Members. An additional \$2,500 will be split amongst PAGA Class Members.

The Individual Settlement Payments Made to Class Members Shall Be Calculated as Follows:

The Individual Settlement Payments be allocated on a pro rata basis according to his or her pro rata W-2 wages earned during the Class Period.

In addition, Class Members employed from April 6, 2020 through May 7, 2022, (“PAGA Class Members”) will receive an additional portion of the \$2,500 PAGA Payment Amount on a per capita basis.

Your Settlement Payment (*i.e.*, the amount you will receive if you do not submit a Request for Exclusion) will be calculated as described above. However, the actual Settlement Payment may vary depending on the number of Class Members that exclude themselves from the Settlement.

b. Who will receive settlement payments?

Any Class Member who does not submit a timely Request for Exclusion. PAGA Class Members cannot exclude themselves from the PAGA Payment Amount and will, therefore, release PAGA claims regardless of whether they exclude themselves from the Class settlement.

c. When will I receive my settlement payment?

Distributions of Settlement Payments to Participating Class Members shall occur no later than fifteen (15) calendar days after the Effective Date in accordance with the terms of the Settlement. **To ensure that you receive your settlement payment check you must notify the Settlement Administrator if you change your mailing address.**

d. How much can I expect to receive?

The estimated payment on this Notice states the estimated total amount you can expect to receive if you participate in the settlement. This amount is based on Defendants’ records of your total W-2 wages earned during the Class Period.

The estimated payment amount may be reduced or increased, however, based on the number of participating Class Members, the number of Requests for Exclusion submitted, whether additional class members are identified or come forward, the potential reallocation of some of the unclaimed funds to participating Class Members, and the terms of the Court’s final approval order.

Unclaimed Amounts/Uncashed Checks

Participating Class Members shall have one hundred eighty (180) calendar days after the mailing of each Settlement Payment check by the Settlement Administrator to cash their Settlement Payment checks. If after 180 calendar days of mailing, the checks cashed by Class Members total less than 100% of the Net Settlement Fund, any amount will revert back to the Net Settlement Funds and be redistributed to Putative Class Members. Any unclaimed residue remaining after the check void date (180 days after the mailing of the Individual Settlement Payments) shall be sent to a *cy pres* beneficiary mutually agreed upon by the Parties.

C. ATTORNEYS' FEES AND COSTS

All payments for "Plaintiff's Attorneys' Fees" and "Plaintiff's Litigation Costs" will be deducted from the Maximum Settlement Amount. Plaintiff's Counsel will apply to the Court for final approval of their attorney's fees and costs. The attorneys for the Class will ask for reimbursement of their costs actually incurred in litigating this case and for fees of up to \$66,666.67. The amount of fees and costs awarded will be determined by the Court, and will be paid from the Maximum Settlement Amount paid by Defendants.

D. SERVICE AWARD PAYABLE TO PLAINTIFF

The Court has also preliminarily approved the following service award payment: \$7,500 to Plaintiff Sheena Edwards. The service award is to compensate Plaintiff for her risk incurred and time and effort in assisting with the prosecution of the Action on behalf of the Class Members and in return for executing a General Release of all Claims against (i) El Sousou LLC dba Absolute Senior Solutions and its subsidiaries and related business entities, Absolute HomeAid, Absolute Transportations, Inc., and Absolute Placement, Inc. ("Defendants"); and (ii) any of Defendants' successors, present and former parents, subsidiaries and affiliated companies or entities, their respective officers, directors, employees, partners, shareholders and agents, as well as any other successors, assigns and legal representatives and their related persons and entities, and any individual or entity that could be liable for any of the Released Claims, and Defendants' Counsel of record in the Action, ("Released Parties") which is broader than the release applicable to the Settlement Class Members who are not a named plaintiff. These awards will be paid from the Maximum Settlement Amount.

E. PAYMENT TO THE LABOR AND WORKFORCE DEVELOPMENT AGENCY

\$10,0000.00 of the Maximum Settlement Amount will be allocated as penalties authorized by the Private Attorneys General Act, of which \$7,500.00 will be paid to the California Labor and Workforce Development Agency and \$2,500.00 will be paid to PAGA Class Members by including that amount in the settlement payments made to the PAGA Class Members as described in this notice.

F. TAX TREATMENT OF INDIVIDUAL SETTLEMENT AMOUNTS

Settlement Payments to participating Class Members are allocated as follows: (a) 25% as wages; (b) 37.5% as penalties; and (c) 37.5% as interest. Participating Settlement Class

Members will be responsible for the tax consequences of all payments received by them, for filing returns and reporting all income received to state and federal taxing authorities, and for payment of any other applicable taxes due. The parties to the case cannot provide and will not provide any advice regarding tax obligations. You should seek tax advice as to any amounts you receive pursuant to the Settlement from your own tax advisor. That portion of each Class Member's Individual Settlement Payment representing wages will be subject to normal employment tax withholdings and an IRS Form W-2 will be provided to each Settlement Class Member. That portion of each Class Member's Individual Settlement Payment constituting interest and penalties will be reported on an IRS Form 1099 provided to each Settlement Class Member, with required copies of the IRS Form 1099 provided to the Internal Revenue Service.

5. WHAT DO I NEED TO DO TO COLLECT MONEY?

If you want to participate in the settlement, **you do not need to take any action to receive a settlement payment** as this will occur automatically. All you need to do is make sure the Settlement Administrator is aware of your correct mailing address.

6. WHAT IF I DO NOTHING?

If you decide to do nothing and the Settlement is approved by the Court, you will receive an Individual Settlement Payment. You will, however, also be bound by the terms of the Settlement Agreement. Specifically, unless you affirmatively exclude yourself from the Settlement, you will be bound by the terms of the release as described in #9 below and, therefore, be barred from pursuing any state wage law claims against Defendants that were alleged in this lawsuit.

7. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

If you do not wish to participate in the Settlement, you may exclude yourself ("opt out") by sending a Request for Exclusion to the Settlement Administrator listing your name, address, and phone number, and the last four digits of your social security number along with the following statement:

"I request to be excluded from the class action proceedings in the matter of Sheena Edwards, in her representative capacity v. Absolute Senior Solutions; El Sousou LLC; and Does 1 through 50 inclusive, Case No. 21CV383232, pending in the Superior Court of the State of California, County of Santa Clara."

The Request for Exclusion must be completed, signed, dated, and returned to the Settlement Administrator. **THE REQUEST FOR EXCLUSION MUST BE MAILED VIA FIRST-CLASS MAIL AND POSTMARKED NO LATER THAN [30 DAYS AFTER THE POSTMARK ON THIS NOTICE].**

Any person who submits a timely Request for Exclusion shall, upon receipt, no longer be a member of the Settlement Class, shall be barred from participating in any portion of the Settlement, and shall receive no money from the Settlement. Any such person, at his/her own expense, may pursue any claims he/she may have against Defendants. However, there are deadlines to pursuing such claims, known as statutes of limitation. Please consult an attorney of

your choice to ensure you are not forever barred from pursuing a claim if you decide to opt out of this Settlement.

NOTE: PAGA Class Members cannot exclude themselves from the PAGA portion of this Settlement. Thus, PAGA Class Members will be precluded from bringing claims under PAGA regardless of whether they exclude themselves from the Settlement.

8. HOW DO I OBJECT TO THE SETTLEMENT?

You may object to the terms of the Settlement before final approval. If you choose to object to the Settlement, you may represent yourself or hire your own attorney. If you wish to object to the settlement, you must appear at the Final Approval Hearing or file a written objection.

If you choose to file documents, you must file your objections, along with any briefs, exhibits, and/or other material that you wish the Court to consider, with the Superior Court of California for the County of Santa Clara at the Downtown Superior Court, located at 191 North First Street, Department 3, San Jose, CA 95113. In addition, you must send copies to Plaintiff's Counsel and Defendants' Counsel identified in Number 10 below. Copies of any documents filed with the Court in this Litigation should be sent to the Settlement Administrator listed below.

Any written objections should state each specific reason for your objection and any legal support for each objection. Your objection must also state your full name, address, and the dates of your employment by Defendants in California. To be valid and effective, any objections to the proposed Settlement must be filed with the Clerk of the Court and served upon each of the above-listed attorneys no later than **[30 DAYS AFTER THE POSTMARK ON THIS NOTICE]**.

IF THE COURT REJECTS YOUR OBJECTION AND APPROVES THE SETTLEMENT, YOU WILL BE BOUND BY THE TERMS OF THE SETTLEMENT.

9. WHAT CLAIMS DO I RELEASE IF I PARTICIPATE IN THE SETTLEMENT?

Upon the final approval of the Settlement by the Court, all Class Members who do not opt out of the Settlement will release and discharge Released Parties, as defined above, from any and all claims, demands, rights, liabilities, and causes of action that were pled in the Complaint and First Amended Complaint (altogether, the Operative Complaint), or which could have been pled in the Operative Complaint based on the factual allegations therein, including all of the following claims for relief: (i) failure to provide meal periods; (ii) failure to provide rest periods; (iii) failure to pay minimum and regular wages; (iv) failure to pay all overtime wages; (v) failure to indemnify employees for necessary business expenses; (vi) failure to provide accurate itemized wage statements; (vii) failure to pay all wages due upon separation from employment; (viii) 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; and (ix) all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief. These claims include, but are not limited to, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 221, 223, 224, 226, 226.3, 226.7, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802; the California Business and Professions Code § 17200, *et seq.*; and all related provisions of the applicable IWC Wage Order and the California Code of Regulations.

The PAGA Class Members will also release all claims under the California Labor Code Private Attorneys General Act of 2004 (California Labor Code sections 2698 *et seq.*) 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. This period covered by this release includes April 6, 2020 through May 7, 2022.

10. WHO ARE THE LAWYERS REPRESENTING THE PARTIES?

Attorneys for Plaintiff & the Class are:

GRAHAMHOLLIS APC

Graham S. P. Hollis

ghollis@grahamhollis.com

Vilmarie Cordero

vcordero@grahamhollis.com

Hali M. Anderson

handerson@grahamhollis.com

Alyssa L. Smith

asmith@grahamhollis.com

3555 Fifth Avenue, Ste 200

San Diego, CA 92103

Telephone: (619) 274-8225

Attorneys for Defendants are:

Judith A. Cregan

Mark S. Posard

GORDON REES SCULLY

MANSUKHANI, LLP

3 Park Center Drive, Suite 200

Sacramento, CA 95825

Copies of any documents filed with the Court in this Litigation should be sent to the above-listed counsel.

11. WHO IS THE SETTLEMENT ADMINISTRATOR?

ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 9278

[PHONE#]

If you move after receiving this notice, or if it was incorrectly addressed, please provide your correct address to the Settlement Administrator.

12. FINAL SETTLEMENT APPROVAL HEARING.

The Court will hold a hearing to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. This hearing will take place at the Superior Court of California for the County of Santa Clara, located at 191 North First Street, Department 3, San Jose, CA 95113 at [time] on [date]. The Court also will be asked to approve Plaintiff Counsel's request for attorneys' fees and reimbursement of costs and expenses and the service awards to be paid to Plaintiff. The hearing may be continued without further notice to the Settlement Class. It is not necessary for you to appear at this hearing. For up-to-date information regarding appearing remotely during the Covid-19 Pandemic, please visit: <https://www.sdcourt.ca.gov/sdcourt/generalinformation/covid-19info>.

13. ADDITIONAL INFORMATION.

The above is a summary of the basic terms of the Settlement. A complete copy of the Settlement Agreement may be obtained from the Settlement Administrator or Plaintiff's Counsel.

PLEASE DO NOT TELEPHONE OR WRITE THE COURT, DEFENDANTS OR ITS ATTORNEYS FOR INFORMATION REGARDING THIS SETTLEMENT. ALL QUESTIONS REGARDING THE SETTLEMENT SHOULD BE DIRECTED TO THE SETTLEMENT ADMINISTRATOR AT [PHONE] OR PLAINTIFF'S COUNSEL AT (619) 274-8225.

EXHIBIT B

Graham S.P. Hollis (SBN 120577)
ghollis@grahamhollis.com
Vilmarie Cordero (SBN 268860)
vcordero@grahamhollis.com
Hali M. Anderson (SBN 261816)
handerson@grahamhollis.com
Alyssa L. Smith (PL-510067)
asmith@grahamhollis.com
3555 Fifth Avenue, Suite 200
San Diego, California 92103
Telephone: 619.692.0800
Facsimile: 619.692.0822

Attorneys for Plaintiff Sheena Edwards

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA**

SHEENA EDWARDS, in her representative
capacity,

Plaintiff,

v.

ABSOLUTE SENIOR SOLUTIONS, a limited
liability company authorized to do business in
the state of California; EL SOUSOU LLC, a
limited liability company authorized to do
business in the state of California, and DOES 1
through 50 inclusive,

Defendants.

Case No.: 21CV383232

CLASS AND REPRESENTATIVE ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES, RESTITUTION, PENALTIES
AND INJUNCTIVE RELIEF:**

- (1) FAILURE TO TIMELY PAY
MINIMUM, REGULAR, AND/OR
OVERTIME WAGES
(Labor Code §§ 204, 210, 510, 558, 1194,
1194.2, 1197, 1197.1, 1198, and 1199);**
- (2) FAILURE TO PROVIDE LEGALLY
COMPLIANT MEAL PERIODS
AND/OR TIMELY PAY PREMIUM
WAGES
(Labor Code §§ 204, 210, 226.7, 512, and
558);**
- (3) FAILURE TO PROVIDE LEGALLY
COMPLIANT REST PERIODS
AND/OR TIMELY PAY PREMIUM
WAGES
(Labor Code §§ 204, 210, and 226.7);**
- (4) FAILURE TO TIMELY PAY ALL
WAGES DUE AND OWING UPON
SEPARATION OF EMPLOYMENT
AND/OR PAY WAITING TIME
PENALTIES
(Labor Code §§ 201-203 and 210);**
- (5) FAILURE TO REIMBURSE FOR
NECESSARY BUSINESS EXPENSES**

(Labor Code § 2802);

(6) **FAILURE TO FURNISH ACCURATE
ITEMIZED WAGE STATEMENTS
(Labor Code §§ 226 and 226.3);**

(7) **FAILURE TO MAINTAIN ACCURATE
RECORDS
(Labor Code §§ 226, 1174, and 1174.5);**

(8) **VIOLATION OF CALIFORNIA'S
UNFAIR COMPETITION LAW
(Bus. & Prof. Code §§ 17200 *et seq.*); and**

(9) **PENALTIES PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL
ACT (Labor Code §§ 2698 *et seq.*).**

DEMAND FOR JURY TRIAL

Plaintiff Sheena Edwards ("Plaintiff") brings this class and representative action on behalf of herself and all persons similarly situated against Defendants Absolute Senior Solutions, El Sousou, LLC, and DOES 1 through 50, inclusive (collectively, "Defendants"), on the following grounds:

INTRODUCTION

1. This class and representative action is brought by Plaintiff on behalf of herself and all other current or former non-exempt employees of Defendants who worked in the state of California during the relevant time period (referred to herein as "Non-Exempt employees").

2. Plaintiff asserts that during the relevant time period, Defendants engaged in a common pattern and practice of wage and hour violations under the California Labor Code ("Labor Code") and the California Industrial Welfare Commission's Wage Order ("IWC Wage Orders") No. 5-2001 to decrease its employment related costs and increase its profits by, among other things:

- a. Failing to timely compensate for all hours actually worked, including minimum, regular, and/or overtime wages;
- b. Failing to provide the opportunity to take legally compliant meal periods and/or timely pay premium wages for non-compliant meal periods;
- c. Failing to authorize and permit legally compliant rest periods and/or timely pay premium wages for non-compliant rest periods;

- d. Failing to timely pay all wages due and owing upon separation of employment and/or the mandatory waiting time penalties;
- e. Failing to reimburse for necessary business expenses;
- f. Failing to furnish accurate itemized wage statements;
- g. Failing to maintain accurate records;
- h. Engaging in unlawful, unfair and/or fraudulent business practices; and
- i. Penalties pursuant to the Private Attorneys General Act of 2004 ("PAGA").

3. By and through this class and representative action, Plaintiff seeks to recover all available remedies, including, but not limited to, damages, restitution, penalties, and injunctive relief, as well as reasonable attorneys' fees and litigation costs, as provided under California law.

4. All allegations in this First Amended Complaint are based upon information and belief except those allegations that pertain to Plaintiff named herein and her counsel, which are based upon personal knowledge. Each allegation in this First Amended Complaint has evidentiary support or is likely to have evidentiary support after reasonable opportunity for further investigation and formal discovery.

JURISDICTION AND VENUE

5. This Court has jurisdiction over this action pursuant to California Code of Civil Procedure ("Code of Civil Procedure") section 410.10. Pursuant to Code of Civil Procedure section 382, California Business and Professions Code ("Business & Professions Code") section 17203, and Labor Code sections 2698 *et seq.*, Plaintiff brings this action on behalf of herself and all other Non-Exempt Employees.

6. This Court has personal jurisdiction over Defendants because Defendants conduct business in the state of California and have caused injuries in the county of Santa Clara, as well as throughout the state of California, through their acts, omissions, and violations of the Labor Code and Business & Professions Code.

7. Venue as to Defendants is proper in this judicial district pursuant to Code of Civil Procedure section 395(a). Each individual defendant transacts business in Santa Clara County and is otherwise within this Court's jurisdiction for purposes of service of process. The unlawful acts alleged herein have a direct effect on Plaintiff and all other Absolute Senior Solutions employees within the county of Santa Clara and throughout the state of California.

8. Pursuant to rule 3.400 of the California Rules of Court, this case shall be deemed a complex action because it is filed as a class action that involves specialized case management, extensive discovery and evidence, difficult and/or novel issues, and is likely to require extensive post-judgment supervision.

THE PARTIES

I. PLAINTIFF

9. Plaintiff Sheena Edwards at all material times mentioned herein:

- a. Was and is a resident of the county of Santa Clara, California;
- b. Was employed by Defendants as a transportation aide from about March 16, 2020 through January 20, 2021;
- c. Engaged in work for Defendants in the county of Santa Clara;
- d. Earned an hourly wage;
- e. Was typically scheduled to work Tuesday, Thursday, Friday, and Saturday for about eight (8) to ten (10) hours per day;
- f. Was classified by Defendants as a non-exempt employee for purposes of the Labor Code and the IWC Wage Orders;
- g. Was not timely compensated the appropriate minimum, regular, and/or overtime wages for all time engaged in work;
- h. Was not provided with the opportunity to take legally compliant meal periods and/or timely paid compensation in lieu thereof;
- i. Was not authorized and permitted to take legally compliant rest periods and/or timely paid compensation in lieu thereof;
- j. Was not timely paid all wages due and payable upon separation of employment and/or the required waiting time penalties for the late payment of wages;
- k. Was not reimbursed for all necessary business expenses that she incurred in the discharge of her job duties, including costs incurred using her personal cellphone to complete work tasks;
- l. Was not furnished with accurate itemized wage statements;

- m. Contends her employee and/or payroll records were not accurately maintained by Defendants;
- n. Was subject to Defendants' unlawful, unfair, and fraudulent business practices;
- o. Is a member of the class and sub-class defined herein;
- p. Is an "aggrieved employee" as defined by Labor Code section 2699(c); and
- q. Has complied with all requirements outlined in Labor Code sections 2698 *et seq.*

II. DEFENDANTS

10. Defendant Absolute Senior Solutions is a limited liability company authorized to do business, and is actually doing business, in the state of California. Absolute Senior Solutions provides community placement, transportation, and home care services to senior citizens in various counties throughout the state of California, including but not limited to, Santa Clara County, San Mateo County, Alameda County, and San Francisco County. Defendant El Sousou LLC, is a limited liability corporation, and the parent company of Absolute Senior Solutions. El Sousou LLC, is authorized to do business, and is actually doing business, in the state of California.

11. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate, or otherwise of Defendant Does 1 through 50, inclusive, are unknown to Plaintiff, who therefore sues these defendants by such fictitious names pursuant to Code of Civil Procedure section 474. Plaintiff will amend this First Amended Complaint, setting forth the true names and capacities of these fictitiously named defendants when their true names are ascertained. Plaintiff is informed and believes, and on that basis alleges, that each of the fictitious defendants have participated in the acts and/or omissions alleged in this First Amended Complaint.

12. At all times mentioned herein, the acts alleged to have been done and/or caused by each named defendant are also alleged to have been done and/or caused by each fictitiously named defendant, and by each of their agents and/or employees who acted within the scope of their agency and/or employment.

13. At all times mentioned herein, each named defendant, including each fictitiously named defendant, is believed to have acted individually or as an officer, agent, or employee of each of the other defendants.

14. At all times mentioned herein, each named defendant, including each fictitiously named defendant, acted as an agent, servant, employee, co-conspirator, alter-ego and/or joint venture of each of the other defendants, and in doing the things alleged herein acted within the course and scope of such agency, employment, alter-ego and/or in furtherance of the joint venture.

15. At all times mentioned herein, the acts and/or omissions of each of the named defendants, including each fictitiously named defendant, concurrently contributed to the various acts and/or omissions of each and every one of the other defendants, including each fictitiously named defendant, in proximately causing the wrongful conduct, harm, and/or damages alleged herein. Each of the named defendants, including each fictitiously named defendant, approved of, condoned, and/or otherwise ratified each and every one of the acts and/or omissions complained herein. Each named defendant, including each fictitiously named defendant, were and are acting with authority of each and every other defendant and/or are acting as agents of each and every other named defendant or Doe defendant.

16. At all times mentioned herein there was a unity of interest and ownership between each named defendant, including each fictitiously named defendant, such that all defendants acted as a single employer of Plaintiff and all other Non-Exempt Employees.

17. At all times mentioned herein each named defendant, including each fictitiously named defendant, exercised supervision and control over the working conditions of Plaintiff and all other Non-Exempt Employees, including, but not limited to, implementing standard policies and procedures.

FACTUAL ALLEGATIONS

18. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this First Amended Complaint.

19. Plaintiff was employed by, or otherwise performed work for Defendants in San Jose, California, from approximately March 16, 2020, through January 20, 2021. During her employment, Plaintiff performed work for Defendants as a Transportation Aide. Plaintiff worked as a full-time employee from March 16, 2020 to October 12, 2020 and changed her status to work part-time from October 12, 2020 to January 20, 2021. Plaintiff's job duties as a Transportation Aide included, but were not limited to, driving Defendants' vehicles, transferring clients to and from their hospital beds, operating wheelchair and gurney equipment, communicating with Defendant's dispatch team, hospital nurses, and

clients' family members, logging daily vehicle inspections and mileage, driving clients to the hospital, assisted living communities and skilled nursing communities, shopping trips, and additional projects and assignments designated by management.

20. During her employment, Plaintiff was classified by Defendants as a non-exempt employee earning an hourly rate. Plaintiff typically worked in excess of forty (40) hours per week.

21. Defendants have employed, and will continue to employ, several individuals in a non-exempt capacity in Santa Clara County and throughout the state of California.

22. Plaintiff and all other Non-Exempt Employees were subject to, and those currently employed continue to be subject to, the same and/or similar policies, practices, procedures and/or guidelines described herein.

23. Plaintiff and all other Non-Exempt Employees have suffered, and those currently employed will continue to suffer, the same and/or similar violations of law described herein.

24. Defendants had, and continue to have, a policy, practice, procedure, and/or guideline of understaffing in order to, among other things, decrease their employment related costs and increase their profits.

25. Defendants had, and continue to have, a policy, practice, procedure, and/or guideline, of not compensating her and all other Non-Exempt Employees, on the designated pay days, all minimum, regular, and/or overtime wages for all time engaged in work on behalf of Defendants.

26. Defendants failed to compensate Non-Exempt Employees, including Plaintiff, for work performed while off-the-clock. For instance, Plaintiff and other Non-Exempt Employees were required to respond to text messages and telephone calls from co-workers and supervisors regarding work-related issues while off-the-clock, including, but not limited to scheduling client pick-ups and drops offs. Defendants improperly considered the work that Plaintiff and other Non-Exempt Employees performed while off-the-clock as non-compensable time and failed to provide any remuneration.

27. Defendants' policy, practice, procedure, and/or guideline of not compensating Plaintiff and other Non-Exempt Employees for the time spent waiting to report for work. Plaintiff and other Non-Exempt Employees were not provided with adequate advance notice of their schedules and rarely knew the dates and times they were scheduled to report to work. Defendants required Plaintiff and other Non-

1 Exempt Employees to wait until the night before, sometimes 7:00 p.m. or later, for Defendants to text
2 them their scheduled time to report to work for the next day. On several occasions, Plaintiff did not receive
3 her reporting time until the morning of her shift. Plaintiff and other Non-Exempt Employees were never
4 given an end time of their shift, and were expected to work until Defendants told them their shift had
5 ended. Plaintiff and other Non-Exempt Employees were not compensated for the time spent waiting for
6 Defendants to inform them of their time to report to work.

7 28. In addition, Defendants did not, and do not, have a policy, practice, procedure, and/or
8 guideline of providing all Non-Exempt Employees with the opportunity to take an uninterrupted, thirty
9 (30) minute off-duty meal period before the end of their fifth (5th) hour of work when they worked five
10 (5) or more hours in a day. Similarly, Defendants did not, and do not, have a policy, practice, procedure,
11 and/or guideline of providing all Non-Exempt Employees with the opportunity to take a second
12 uninterrupted, thirty (30) minute off-duty meal period when they worked more than ten (10) hours in a
13 day.

14 29. Due in part to Defendants' policy, practice, procedure, and/or guideline of requiring
15 Plaintiff and other Non-Exempt Employees to remain in their assigned company vehicles at all times,
16 including during their meal and rest periods, Defendants failed to provide its employees with compliant
17 meal and rest breaks. Plaintiff and other Non-Exempt Employees performed job duties during their meal
18 breaks, such as completing pick-ups and/or drop-offs, answering and responding to calls, text messages,
19 and radio instructions from dispatchers, supervisors, and clients. As a result, Plaintiff and other Non-
20 Exempt Employees regularly received meal periods that were not free from Defendants' control, late,
21 interrupted by work duties and/or less than thirty (30) minutes in length.

22 30. Defendants knew or should have known that Plaintiff and Non-Exempt Employees were
23 not provided with the opportunity to take legally compliant meal periods due in part to Defendants' poor
24 scheduling practices. Defendants had, and continues to have, a policy, practice, procedure, and/or
25 guideline of not scheduling enough transportation aides for each shift. As a result of this practice, Non-
26 Exempt Employees are required to clock back in early from their meal periods in order to meet
27 transportation demands. Defendants regularly require Non-Exempt Employees to clock-out for meal
28 periods, yet require them to continue performing work off the clock. On several occasions, Plaintiff was

1 forced to timely clock-in and clock-out for her meal period, yet still required to work. Although Plaintiff's
2 timesheets deceptively showed that she received legally compliant meal periods, in reality Plaintiff
3 regularly received meal periods that were after the fifth, and sometimes sixth hour and/or were interrupted.

4 31. Despite not being provided with legally compliant meal periods, Defendants did not, and
5 do not, have a policy, practice, procedure, and/or guideline of timely paying meal period premium wages
6 to Plaintiff and other Non-Exempt Employees for all meal periods that do not comply with California law.

7 32. Similarly, Defendants did not, and do not, have a policy, practice, procedure, and/or
8 guideline of authorizing and permitting Plaintiff and other Non-Exempt Employees to take uninterrupted
9 off-duty rest periods of at least ten (10) minutes for every four (4) hours worked or major fraction thereof.

10 33. Plaintiff and other Non-Exempt Employees were not authorized and permitted to take
11 lawful rest periods because Defendants had, and continue to have, a policy, practice, procedure, and/or
12 guideline of requiring employees to continue working through their rest breaks due to the high workloads
13 and Defendants poor scheduling practices. Even if Plaintiff or other Non-Exempt Employees were able to
14 find time to take a rest break, Defendants' practice of observing and monitoring the Non-Exempt
15 Employees inside their vehicles and requiring dispatchers to call the Non-Exempt Employees in an attempt
16 to urge them to continue working to meet demands. As a result, Plaintiff and other Non-Exempt
17 Employees did not receive rest periods that were timely, free from Defendants' control, uninterrupted by
18 work duties, and/or at least ten (10) minutes in length.

19 34. Defendants knew, or should have known, that Plaintiff and other Non-Exempt Employees
20 were not authorized and permitted to take legally compliant rest periods due in part to Defendants' policy,
21 practice, procedure, and/or guideline of interrupting employees during their rest breaks and demanding
22 for them to continue working due to poor scheduling and lack of employee coverage.

23 35. Despite not being provided with legally compliant rest periods, Defendants did not, and do
24 not, have a policy, practice, procedure, and/or guideline of timely compensating Plaintiff and other Non-
25 Exempt Employees premium wages for all unlawful rest periods.

26 36. Moreover, Defendants had, and continues to have, a policy, practice, procedure, and/or
27 guideline of willfully failing to timely pay former Non-Exempt Employees, such as herself, with all wages
28 due and owing upon separation of employment and/or the mandated waiting time penalties for the late

1 payment of such wages. For instance, despite Plaintiff's employment ending on January 19, 2021, and
2 being told that her final paycheck would be ready for pick-up by January 20, 2021, Plaintiff did not receive
3 her final payment until January 22, 2021. Plaintiff's final payment did not include all her wages due and
4 owing including, but not limited to, all unpaid minimum, regular, overtime wages, and/or premium wages.
5 Plaintiff's final check does not include payment for all hours worked or the statutory waiting time penalties
6 for the late payment of wages. Plaintiff further alleges, based on information and belief, that other former
7 Non-Exempt Employees were not timely paid all wages due and owing upon separation of employment
8 and/or paid the required waiting time penalties, in large part due to Defendants' policy, practice,
9 procedure, and/or guideline of failing to properly pay all minimum, regular, overtime and/or premium
10 wages.

11 37. In addition, Defendants had, and continue to have, a policy, practice, procedure, and/or
12 guideline of failing to reimburse all Non-Exempt Employees, including Plaintiff, for all necessary business
13 expenses that were incurred in the discharge of their job duties. For example, Defendants required Plaintiff
14 and other Non-Exempt Employees to use their personal cell phones to obtain their shift schedules,
15 clocking-in and clocking out for their shifts and meal periods, obtaining client pick-up and/or drop-off
16 times and locations, and responding to miscellaneous calls, text messages, and radio instructions from
17 dispatchers, supervisors, and clients. Moreover, Plaintiff and other Non-Exempt Employees were required
18 to download two applications, "Workbase," an application used to clock-in and clock-out for shifts and
19 meal periods, and "Samsara Driver," used to receive pick-up and drop-off assignments, onto their personal
20 cell phones to use in the discharge of their duties. Despite the requirement that employees use their
21 personal cell phones for work purposes, Plaintiff and other Non-Exempt Employees did not receive any
22 reimbursement for the use of their personal cell phones in connection with the work performed on behalf
23 of Defendants.

24 38. Further, Defendants have a policy, practice, procedure, and/or guideline of furnishing Non-
25 Exempt Employees, including Plaintiff, with wage statements that do not comply with California law. The
26 wage statements furnished to Plaintiff and other Non-Exempt Employees did not include, for instance, the
27 total hours actually worked by the employee, all applicable hourly rates in effect during the pay period,
28

1 including the proper overtime rate, the corresponding number of hours worked at each hourly rate by the
2 employee, and the actual gross and net wages earned.

3 39. Due to the lack of information on the furnished wage statements, Non-Exempt Employees,
4 such as Plaintiff, were unable to promptly and easily determine the total number of hours actually worked,
5 the applicable hourly rates in effect during the pay period and/or the corresponding number of hours
6 worked at each hourly rate, among other things.

7 40. As a result of Defendants' policies, practices, procedures, and/or guidelines described
8 herein including, but not limited to, failing to compensate Non-Exempt Employees all minimum, regular,
9 and/or overtime wages, failing to provide legally compliant meal and rest periods or compensation in lieu
10 thereof, and failing to furnish accurate itemized wage statements, Defendants knowingly and intentionally
11 failed to maintain accurate employee and payroll records, reflecting Non-Exempt Employees' actual time
12 worked, the proper beginning and end of each work period, the meal periods, the total hours worked during
13 the pay period, the applicable rates of pay, among other things, as required by California law.

14 41. On April 13, 2021, Plaintiff submitted written notice to the California Labor and Workforce
15 Development Agency ("LWDA") and Defendants as required by the Private Attorneys General Act of
16 2004 ("PAGA") informing them of Defendants' alleged violations of the Labor Code and IWC Wage
17 Order No. 5. A true and correct copy of the April 13, 2021 written notice is attached hereto as **Exhibit 1**
18 and incorporated herein by reference.

19 42. According to Labor Code § 2699.3 the LWDA had sixty-five (65) days from the date of
20 submission to notify the parties of whether it intends to investigate the alleged violations. To date, the
21 LWDA has not informed Plaintiff that it intends to investigate Plaintiff's allegations. Thus, pursuant to
22 the PAGA, Plaintiff has the right to pursue, and does so pursue, the asserted claims in a representative
23 action in her representative capacity on behalf of herself, all other Non-Exempt Employees, the general
24 public and the state of California as permitted by Labor Code section 2699.3.

25 43. Plaintiff further believes that additional violations may be discovered and therefore
26 reserves her right to allege additional violations of the law as investigation and discovery warrants. In the
27 event Plaintiff discovers additional violations, Plaintiff will seek to amend the operative complaint as
28 necessary.

CLASS DEFINITIONS

44. Plaintiff seeks to represent the following class:

The Non-Exempt Class

All current or former non-exempt employees who worked for Defendants in California during the period commencing on the date that is within four years prior to the filing of the initial complaint through and including the last date of trial (hereinafter the “Class Period”). To the extent that California Rules of Court, Appendix I, Emergency Rule 9 and/or equitable tolling operates to toll the claims by the class against Defendants, the time period should be adjusted accordingly.

45. Members of the class are all “employees” as the term is used in the Labor Code and the IWC Wage Orders regulating wages, hours, and working conditions in the state of California.

46. A more precise definition of the class and/or sub-class may be determined after further investigation and discovery. Plaintiff reserves her right to redefine the class, sub-class and/or create additional sub-classes at any time prior to the court’s order on Plaintiff’s class certification motion as provided by law. (Cal. Rules Ct., R. 3.765(b).)

CLASS ALLEGATIONS

47. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

48. Plaintiff brings this action on behalf of herself and on behalf of all persons within the class and/or sub-class defined herein.

49. This class action meets the statutory prerequisites for the maintenance of a class action, as set forth in Code of Civil Procedure section 382 and California Civil Code (“Civil Code”) section 1781, in that:

- a. The persons who comprise the class and/or sub-class are so numerous that the joinder of all such persons is impracticable and the disposition of their claims as a class will benefit the parties and the Court;
- b. Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are raised in this Complaint are common to the class and/or sub-class and will apply

- 1 uniformly to every member of the class and/or sub-class, and as a practical matter,
2 be dispositive of the interests of the other members not party to the adjudication;
- 3 c. The parties opposing the class and/or sub-class have acted or have refused to act
4 on grounds generally applicable to the class, thereby making final injunctive relief
5 or declaratory relief appropriate with respect to the class as a whole; and
- 6 d. Common questions of law and fact exist as to the members of the class and/or
7 sub-class and predominate over any question affecting only individual members,
8 and a class action is superior to other available methods for the fair and efficient
9 adjudication of the controversy, including consideration of:
- 10 i. The interests of class members and/or sub-class members in individually
11 controlling the prosecution or defense of separate actions;
- 12 ii. The extent and nature of any litigation concerning the controversy already
13 commenced by or against members of the class and/or sub-class;
- 14 iii. The desirability or undesirability of concentrating the litigation of the
15 claims in this particular forum; and
- 16 iv. The likely difficulties in the managing a class action.

17 50. The Court should permit this action to be maintained as a class action pursuant to Code of
18 Civil Procedure 382 and Civil Code section 1781 because:

- 19 a. Questions of law and fact common to the class and/or sub-class are substantially
20 similar and predominate over any questions affecting only individual members;
- 21 b. A class action is superior to any other available method for the fair and efficient
22 adjudication of class members' and/or sub-class members' claims;
- 23 c. The members of the class and/or sub-class are so numerous that it is impractical to
24 bring all class members before the Court;
- 25 d. Plaintiff's claims are typical of the claims of the class and/or sub-class;
- 26 e. Class members and/or sub-class members will not be able to obtain effective and
27 economic legal redress unless the action is maintained as a class action;
- 28

- f. There is a community of interest in obtaining appropriate legal and equitable relief for the common law and statutory violations and other improprieties alleged, and in obtaining adequate compensation for the damages that Defendants' actions have inflicted upon the class and/or sub-class;
- g. Plaintiff can fairly and adequately protect the interests of the class and/or sub-class;
- h. There is a community of interest in ensuring that the combined assets and available insurance of Defendants are sufficient to adequately compensate the members of the class and/or sub-class for the injuries sustained; and
- i. Defendants have acted or refused to act on grounds generally applicable to the class, thereby making final injunctive relief appropriate with respect to the class and/or sub-class as a whole.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

(By Plaintiff Individually and Behalf of the Class Against Defendants and Does 1-50)

FAILURE TO TIMELY PAY MINIMUM, REGULAR, AND/OR OVERTIME WAGES

[Labor Code §§ 204, 210, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and the "Minimum Wages" and "Hours and Days of Work" Sections of IWC Wage Order No. 5-2001]

51. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

52. Labor Code section 204(a) states that all wages earned are due and payable twice during each calendar month on days designated in advance by the employer as regular pay days. (Labor Code § 204(a).) Overtime wages are to be paid no later than the payday for the next regular payroll period. (Labor Code § 204(b)(1).) Thus, Labor Code section 204 establishes an employee's fundamental right in the state of California to be paid wages in a timely manner for their work.

53. Labor Code section 1197 states, "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." (*See Gonzalez v. Downtown LA Motors, LP* (2013) 215 Cal.App.4th 36,

44 [providing that an employer may not pay “less than the applicable minimum wage for all hours worked in the payroll period, whether the remunerations is measured by time, piece, commission, or otherwise”).]

54. Labor Code section 1198 mandates,

[t]he maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

55. The “Minimum Wages” section of IWC Wage Order No. 5-2001 also states that, “[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.”

56. Codifying an employee’s right to overtime compensation, Labor Code section 510 provides:

Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

57. The “Hours and Days of Work” and “Minimum Wages” sections of the IWC Wage Order No. 5-2001 mandate the same requirements as Labor Code section 510.

58. An employee may not waive his or her right to overtime compensation and any agreement by the employee to accept less than the statutorily required rate is unenforceable as a matter of law. (*Early v. Superior Court* (2000) 79 Cal.App.4th 1420, 1430.)

59. Labor Code section 1194(a) mandates:

...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.

60. Labor Code section 1197.1 further provides,

Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any

employee a wage less than the minimum fixed by an applicable state or local law or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203...

61. For actions brought under Labor Code section 1194 or 1197.1, Labor Code section 1194.2 allows for the recovery of liquidated damages in an amount equal to the minimum wages unlawfully unpaid and interest thereon.

62. Labor Code section 1199 imposes “a fine of not less than one hundred dollars (\$100)” for any employer who violates the provisions set forth in Labor Code section 1198.

63. Labor Code section 210 provides that, “every person who fails to pay the wages of an employee as provided in Section...204...shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

64. Labor Code section 558 provides that “any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty” of \$50 for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages for any initial violation, and \$100 for each underpaid employee for each pay period for which the employee was underpaid for each subsequent violation in addition to an amount sufficient to recover unpaid wages.

65. Defendants had, and continue to have, a policy, practice, procedure, and/or guideline of not compensating her and all other Non-Exempt Employees, on the days designated in advance by the employer as regular pay days, all minimum, regular, and/or overtime wages for all the time engaged in work on behalf of Defendants. For example, Plaintiff and other Non-Exempt Employees were required to perform work duties off-the-clock, such as respond to text messages and telephone calls from co-workers and supervisors regarding work-related issues, including, but not limited to scheduling client pick-ups and drops offs. Moreover, Non-Exempt Employees, including Plaintiff, were not compensated for the time spent waiting to report to work, and would often have to wait until the night before or the morning of, to receive their scheduled reporting times. Plaintiff and other Non-Exempt Employees were also directed, pressured, and/or otherwise coerced to perform job duties during their meal periods to meet clients’ transportation demands. Defendants improperly considered the work that Plaintiff and other Non-Exempt

1 Employees performed while off-the-clock as non-compensable time and failed to provide any
2 remuneration.

3 66. By virtue of Defendants' unlawful failure to compensate Plaintiff and other Non-Exempt
4 Employees minimum, regular, and/or overtime wages for all of their time actually worked, Plaintiff and
5 other Non-Exempt Employees have suffered, and will continue to suffer, damages in amounts which are
6 presently unknown, but which exceed the jurisdictional limits of this Court and which will be ascertained
7 according to proof at trial.

8 67. Having received less than the legal minimum wage and/or applicable rate of overtime
9 compensation, Plaintiff and other Non-Exempt Employees are entitled to, and now seek to recover, all
10 wages and penalties owed including, but not limited to, penalties and liquidated damages available under
11 Labor Code sections 210, 558, 1194.2, 1197.1, and 1199, as well as interest and reasonable attorneys' fees
12 and costs pursuant to Labor Code sections 218.5, 1194, and Code of Civil Procedure section 1021.5.

13 68. Plaintiff, on behalf of herself and other Non-Exempt Employees, requests further relief as
14 described in the below prayer.

15 **SECOND CAUSE OF ACTION**

16 **(By Plaintiff Individually and Behalf of the Class Against Defendants and Does 1-50)**

17 **FAILURE TO PROVIDE LEGALLY COMPLIANT MEAL PERIODS**

18 **AND/OR TIMELY PAY PREMIUM WAGES FOR NON-COMPLIANT MEAL PERIODS**

19 **[Labor Code §§ 204, 210, 226.7, 512, 558, and the "Meal Periods" Section of IWC Wage Order No.**
20 **5-2001]**

21 69. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all
22 paragraphs of this First Amended Complaint.

23 70. Labor Code section 512(a) mandates,

24 An employer may not employ an employee for a work period of more than
25 five hours per day without providing the employee with a meal period of
26 not less than 30 minutes, except that if the total work period per day of the
27 employee is no more than six hours, the meal period may be waived by
28 mutual consent of both the employer and employee. An employer may not
employ an employee for a work period of more than 10 hours per day
without providing the employee with a second meal period of not less than
30 minutes, except that if the total hours worked is no more than 12 hours,
the second meal period may be waived by mutual consent of the employer

and the employee only if the first meal period was not waived. (Emphasis added.)

71. The “Meal Periods” section of IWC Wage Order No. 5-2001 provides, in pertinent part,

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee.

(B) An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived....

(D) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided.

72. The “Meal Periods” section of IWC Wage Order No. 5-2001 also states,

Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked. An ‘on duty’ meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

73. A meal period generally comports with the requirements under California law if the employee (1) has at least thirty (30) minutes uninterrupted, (2) is free to leave the premises, and (3) is relieved of all duty for the entire period. (See *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1036.) Additionally, “an employer may not undermine formal policy of providing meal breaks by pressuring employees to perform their duties in ways that omit breaks.” (*Id.* at 1040.)

74. Labor Code section 226.7(b) states, “[a]n employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission...” Labor Code section 226.7(c) further provides,

If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

1 75. Labor Code section 204 establishes an employee's fundamental right in the state of
2 California to be paid wages in a timely manner for their work. Premium wages under Labor Code section
3 226.7 are wages that are due payable in accordance with Labor Code section 204. (*Murphy v. Kenneth*
4 *Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103-1114.)

5 76. Labor Code section 210 provides that, "every person who fails to pay the wages of an
6 employee as provided in Section...204...shall be subject to a civil penalty" of \$100 for an initial violation
7 and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.
8

9 77. Labor Code section 558 subjects any employer or any person acting on behalf of an
10 employer who violates Labor Code Part 2, Chapter 1, of the Labor Code (Labor Code sections 500-558)
11 or any provision regulating the hours and days of work in any IWC Wage Order to a civil penalty as
12 follows: "[f]or any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period
13 for which the employee was underpaid. For each subsequent violation, one hundred dollars (\$100) for
14 each underpaid employee for each pay period for which the employee was underpaid."

15 78. Defendants did not, and do not, have a policy, practice, procedure, and/or guideline of
16 providing all Non-Exempt Employees with the opportunity to take a thirty (30) minute, uninterrupted, off-
17 duty meal period before the end of their fifth (5th) hour of work when they worked five (5) or more hours
18 in a day, and/or the opportunity to take a second thirty (30) minute, uninterrupted, off-duty meal period
19 when they worked more than ten (10) hours in a day.

20 79. Plaintiff alleges that she and other Non-Exempt Employees did not receive lawful meal
21 periods due to Defendants' policy, practice, procedure, and/or guideline of requiring Plaintiff and other
22 Non-Exempt Employees to remain in their assigned vehicles at all times and be readily available to
23 perform work during their meal periods. Plaintiff and other Non-Exempt Employees were required to
24 performed job duties during their meal breaks, such as completing pick-ups and/or drop-offs, answering
25 and responding to calls, text messages, and radio instructions from dispatchers, supervisors, and clients.
26 As a result, Plaintiff and other Non-Exempt Employees regularly received meal periods that were missed,
27 not free from Defendants' control, late, interrupted by work duties and/or less than thirty (30) minutes in
28 length. Non-Exempt Employees, such as Plaintiff, also frequently missed, or were otherwise compelled
to forgo their meal periods.

1 80. Defendants knew or should have known that Plaintiff and other Non-Exempt Employees
2 were not provided with the opportunity to take legally compliant meal periods due in part to Defendants'
3 poor scheduling practice. Defendants had a policy, practice, procedure, and/or guideline of not scheduling
4 enough Non-Exempt Employees for each shift. This practice resulted in Defendants requiring its
5 employees to clock back in early from their meal periods in order to meet the demand in clients'
6 transportation needs. Defendants regularly required its employees to clock-out for meal periods but
7 required them to continue performing work off the clock. On several occasions, Plaintiff was forced to
8 timely clock-in and clock-out for her meal period, yet still required to work.

9 81. Defendants had, and continue to have, a policy, practice, procedure, and/or guideline of
10 not timely paying the required meal period premiums when a lawful meal period was not provided. Despite
11 not being provided with legally compliant meal periods, she and other Non-Exempt Employees did not
12 receive timely premium wages for unlawful meal periods.

13 82. Defendants' unlawful conduct caused Plaintiff and other Non-Exempt Employees to suffer,
14 and current Non-Exempt Employees will continue to suffer, damages in an amount which is presently
15 unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained according
16 to proof at trial.

17 83. Pursuant to Labor Code section 226.7(c) and IWC Order No. 5-2001, Plaintiff and other
18 Non-Exempt Employees are entitled to, and seek to recover the full amount of unpaid premium wages for
19 unlawful meal periods.

20 84. Pursuant to Labor Code section 218.6, Plaintiff and other A Non-Exempt Employees are
21 entitled to, and now seek to recover, prejudgment interest on the amount of premium wages owed.

22 85. Plaintiff and all other Non-Exempt Employees are entitled to, and therefore seek, the
23 penalty outlined in Labor Code section 210 for the late payment of premium wages.

24 86. Plaintiff, on behalf of herself and other Non-Exempt Employees, is entitled to and seeks
25 recovery of reasonable attorneys' fees and costs as permitted by Labor Code section 218.5 and Code of
26 Civil Procedure section 1021.5.

27 87. Plaintiff, on behalf of herself and other Non-Exempt Employees, requests further relief as
28 described in the below prayer.

THIRD CAUSE OF ACTION

(By Plaintiff Individually and Behalf of the Class Against Defendants and Does 1-50)

FAILURE TO PROVIDE LEGALLY COMPLIANT REST PERIODS

AND/OR TIMELY PAY PREMIUM WAGES FOR NON-COMPLIANT REST PERIODS

[Labor Code §§ 204, 210, 226.7, and the “Rest Periods” Section of IWC Wage Order No. 5-2001]

88. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this First Amended Complaint.

89. The “Rest Periods” section of IWC Wage Order No. 5-2001 provides,

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes of net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.

90. During rest periods, California law requires employers to relinquish all control over their employees and relieve their employees of all duties. (*Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 267, 269.)

91. In pertinent part, Labor Code section 226.7 states,

(b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and health.

(c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for workday that the meal or rest or recovery period is not provided.

92. Labor Code section 204 establishes an employee’s fundamental right in the state of California to be paid wages in a timely manner for their work. Premium wages under Labor Code section

226.7 are wages that are due payable in accordance with Labor Code section 204. (*Murphy, supra*, 40 Cal.4th at 1103-1114.)

93. Labor Code section 210 provides that, “every person who fails to pay the wages of an employee as provided in Section...204...shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

94. Defendants did not, and do not, have a policy, practice, procedure, and/or guideline of authorizing and permitting Plaintiff and other Non-Exempt Employees to take a ten (10) minute, uninterrupted, off-duty rest period for every four (4) hours worked or major fraction thereof.

95. Further, Plaintiff and other Non-Exempt Employees were not authorized and permitted to take lawful rest periods because Defendants had, and continue to have, a policy, practice, procedure, and/or guideline of requiring employees to continue working through their rest breaks due to the high workloads and Defendants’ poor scheduling practices. Even if Plaintiff or other Non-Exempt Employees were able to find time to take a rest break, Defendants’ practice of observing and monitoring employees inside their vehicles and requiring dispatchers to call the Non-Exempt Employees to demand they continue working. As a result, Plaintiff and other Non-Exempt Employees did not receive rest periods that were timely, free from Defendants’ control, uninterrupted by work duties, and/or at least ten (10) minutes in length. As a result, Plaintiff and other Non-Exempt Employees, frequently missed, or were otherwise compelled to forgo, their rest periods.

96. Defendants knew or should have known, that Plaintiff and other Non-Exempt Employees were not authorized and permitted to take legally compliant rest periods due in part to Defendants’ policy, practice, procedure, and/or guideline of interrupting Non-Exempt Employees during their rest breaks and demanding that they continue to work due to its poor scheduling and lack of shift coverage.

97. Defendants do not have, and did not have, a policy, practice, procedure, and/or guideline of timely paying premium wages for unlawful rest periods. Despite not being provided with legally compliant rest periods, she and other Non-Exempt Employees did not receive timely premium wages for unlawful rest periods.

///

///

99. According to Labor Code section 226.7(c) and IWC Wage Order No. 5-2001, Plaintiff and other Non-Exempt Employees are entitled to, and now seek to recover, the full amount of unpaid premium wages for unlawful rest periods.

100. Plaintiff and all other Non-Exempt Employees are entitled to, and therefore seek, the penalty outlined in Labor Code section 210 for the late payment of premium wages.

101. Pursuant to Labor Code section 218.6, Plaintiff and other Non-Exempt Employees are entitled to, and now seek to recover, prejudgment interest on the amount of premium wages owed.

102. Plaintiff, on behalf of herself and other Non-Exempt Employees, is entitled to and seeks recovery of reasonable attorneys' fees and costs as provided by Labor Code section 218.5 and Code of Civil Procedure section 1021.5.

103. Plaintiff, on behalf of herself and other Non-Exempt Employees, requests further relief as described in the below prayer.

(By Plaintiff Individually and Behalf of the Sub-Class Against Defendants and Does 1-50)

UPON SEPARATION OF EMPLOYMENT AND/OR PAY WAITING TIME PENALTIES

[Labor Code §§ 201-203 and 210]

104. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this First Amended Complaint.

105. Labor Code section 201 states, in pertinent part, “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

106. In pertinent part, Labor Code section 202 provides,

If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

107. Labor Code section 203(a) further mandates,

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.

108. Labor Code section 210 provides that, “every person who fails to pay the wages of an employee as provided in Sections...204...shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

109. Defendants had, and continue to have, a policy, practice, procedure, and/or guideline of failing to timely pay all wages due and owing upon separation of employment to all Non-Exempt Employees. For instance, despite being terminated on January 19, 2021, Defendants did not immediately pay Plaintiff her final wages, but instead furnished Plaintiff with her final paycheck on January 22, 2021, which did not include all minimum, regular, overtime, and/or premium wages owed to her. The final payment also did not include any waiting time penalties.

110. As a result of Defendants failure to timely and appropriately compensate Non-Exempt Employees, including Plaintiff, for all minimum, regular, overtime, and meal and/or rest period premium wages, Plaintiff contends that Defendants have a policy, practice, procedure, and/or guideline of willfully failing to timely pay all wages due and owed to Plaintiff and other former Non-Exempt Employees who separated from their employment during the relevant statutory period.

111. Plaintiff further contends that Defendants had, and continue to have, a policy, practice, procedure, and/or guideline of failing to pay the appropriate waiting time penalties to Non-Exempt Employees as provided under California law. For example, Plaintiff has not yet received the required waiting time penalties for Defendants’ failure to immediately pay all wages due and owing to her upon separation of employment.

112. Although Defendants no longer employ a number of Non-Exempt Employees including Plaintiff, Defendants have yet to pay all wages due and owing to former Non-Exempt Employees, including Plaintiff, as required under California law, as well as the required waiting time penalties.

113. As a consequence of Defendants’ knowing, willful and deliberate refusal to render such wages, Plaintiff and other Non-Exempt Employees are entitled to, and thus seek a maximum of thirty (30)

1 days' wages at their daily rate of pay as a waiting time penalty, pursuant to Labor Code section 203, as
2 well as penalties pursuant to Labor Code section 210.

3 114. Plaintiff, on behalf of herself and other former Non-Exempt Employees, is also entitled to,
4 and seeks recovery of reasonable attorneys' fees and costs as permitted by Labor Code section 218.5 and
5 Code of Civil Procedure section 1021.5.

6 115. Plaintiff, on behalf of herself and other former Non-Exempt Employees, requests further
7 relief as described in the below prayer.

8 **FIFTH CAUSE OF ACTION**

9 **(By Plaintiff Individually and Behalf of the Class Against Defendants and Does 1-50)**

10 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENSES**

11 **[Labor Code § 2802]**

12 116. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all
13 paragraphs of this First Amended Complaint.

14 117. Labor Code section 2802(a) provides in pertinent part, "[a]n employer shall indemnify his
15 or her employee for all necessary expenditures or losses incurred by the employee in direct consequence
16 of the discharge of his or her duties, or of his or her obedience to the directions of the employer."

17 118. Labor Code section 2802(b) mandates,

18 [a]ll awards made by a court or by the Division of Labor Standards
19 Enforcement for reimbursement of necessary expenditures under this
20 section shall carry interest at the same rate as judgments in civil actions.
Interest shall accrue from the date on which the employee incurred the
necessary expenditure or loss.

21 119. Labor Code section 2802(c) further states, "[f]or purposes of this section, the term
22 'necessary expenditures or losses' shall include all reasonable costs, including, but not limited to,
23 attorney's fees incurred by the employee enforcing the rights granted by this section."

24 120. Defendants had, and continue to have, a policy, practice, procedure, and/or guideline of
25 requiring Non-Exempt Employees, including Plaintiff, to use their personal cell phone in the discharge of
26 their job duties, including, but not limited to, obtain shift schedules, clocking-in and clocking-out of shifts
27 and meal periods, obtaining client pick-up and/or drop-off times and locations, and responding to
28 miscellaneous calls, text messages, and radio instructions from dispatchers, supervisors, and clients.

Moreover, Plaintiff and other Non-Exempt Employees were required to download two applications, “Workbase,” an application used to clock-in and clock-out for shifts and meal periods, and “Samsara Driver” used to receive pick-up and drop-off assignments, onto their personal cell phones to use in the discharge of their duties. Defendants failed, and continue to fail, to reimburse Non-Exempt Employees a reasonable percentage of their personal cellular bill as required by California law.

121. Plaintiff and other Non-Exempt Employees are entitled to, and now seek to recover, reimbursement of their necessary expenditures, plus interest on the applicable amount, pursuant to Labor Code section 2802(b).

122. Plaintiff and other Non-Exempt Employees are also entitled to, and seek recovery of reasonable attorneys’ fees and costs under Labor Code sections 218.5 and 2802(c) and Code of Civil Procedure section 1021.5.

123. Plaintiff, on behalf of herself and other Non-Exempt Employees, requests further relief as described in the below prayer.

SIXTH CAUSE OF ACTION

(By Plaintiff Individually and Behalf of the Class Against Defendants and Does 1-50)

FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS

[Labor Code §§ 226, 226.3, and the “Records” Section of IWC Wage Order No. 5-2001]

124. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this First Amended Complaint.

125. Labor Code section 226(a) states, in pertinent part,

An employer, semimonthly or at the time of each payment of wages, shall furnish each of his or her employee, either as detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee... (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number...(8) the name and address of the legal entity that is the employer, and... (9) all applicable hourly rates in effect during each period and the corresponding number of hours worked at each hourly rate by the employee...

126. The “Records” section of IWC Wage Order No. 5-2001 provides, in pertinent part,

Every employer shall semimonthly or at the time of each payment of wages furnish to each employee...an itemized wage statement in writing showing (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee and the employee's social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregate and shown as one item.

127. An injury occurs where the employer fails to provide accurate information and the employee cannot "promptly and easily determine" the total number of hours worked or the "applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate." (Labor Code § 226(a)(9)-(e)(2)(B)(i).)

128. Labor Code section 226(e)(2)(c) explains that the phrase "promptly and easily determine" means that "a reasonable person would be able to readily ascertain the information without reference to documents or information."

129. Labor Code section 226(e)(1) further provides,

An employee suffering injury as a result of knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand (\$4,000) and is entitled to an award of costs and reasonable attorneys' fees.

130. According to Labor Code section 226(h), "an employee may also bring an action for injunctive relief to ensure compliance with this section and is entitled to an award of costs and reasonable attorneys' fees."

131. Labor Code section 226.3 imposes an additional civil penalty on the employer of \$250.00 per employee per violation of Labor Code section 226(a) in an initial citation and \$1,000 per employee for each violation in a subsequent citation.

132. Defendants had, and continue to have, a policy, practice, procedure, and/or guideline of furnishing Non-Exempt Employees, including Plaintiff, with wage statements that do not comply with California law. The wage statements furnished to Plaintiff and other Non-Exempt Employees did not include, for instance, the total hours actually worked by the employee, all applicable hourly rates in effect during the pay period, the corresponding number of hours worked at each hourly rate by the employee, and the actual gross and net wages earned.

133. Moreover, the wage statements furnished to Non-Exempt Employees were inaccurate. The wage statements, for example, did not include all applicable hourly rates that were actually in effect during the pay period, including the proper overtime rate, the corresponding number of hours actually worked at each hourly rate by the employee, and the actual gross and/or net wages earned and paid. The inaccuracies were largely due to Defendants' failure to appropriately pay minimum, regular, and/or overtime wages, and failure to pay meal and/or rest period premiums.

134. Due to the incorrect information on the furnished wage statements, Non-Exempt Employees, such as Plaintiff, were unable to promptly and easily determine the total number of hours actually worked, the applicable hourly rates in effect during the pay period, including the proper overtime rate, and/or the corresponding number of hours worked at each hourly rate, among other things.

135. Plaintiff and other Non-Exempt Employees are entitled to, and now seek to recover, civil penalties pursuant to Labor Code section 226.3 for violations of Labor Code section 226(a).

136. Plaintiff and other Non-Exempt Employees are also entitled to, and seek recovery of liquidated damages as provided by Labor Code section 226(e).

137. Furthermore, pursuant to Labor Code section 226(h), Plaintiff and other Non-Exempt Employees are entitled to, and therefore seek injunctive relief in order to ensure that Defendants comply with Labor Code section 226.

138. Plaintiff and other Non-Exempt Employees are further entitled to, and seek recovery of reasonable attorneys' fees and costs as provided under Labor Code section 226(e)(1) and 226(h) and Code of Civil Procedure section 1021.5.

139. Plaintiff, on behalf of herself and other Non-Exempt Employees, requests further relief as described in the below prayer.

SEVENTH CAUSE OF ACTION

(By Plaintiff Individually and Behalf of the Class Against Defendants and Does 1-50)

FAILURE TO MAINTAIN ACCURATE RECORDS

[Labor Code §§ 226, 1174, 1174.5, and the "Records" Section of IWC Wage Order No. 5-2001]

140. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this First Amended Complaint.

141. Labor Code section 226(a) provides, in pertinent part,

The deductions made from payment 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 and the 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.

142. Labor Code section 1174(c) requires every employer to “keep a recording showing the names and addresses of all employees employed....” Labor Code section 1174(d) further provides, in pertinent part, “[e]very person employing labor in this state shall...[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, ..., employees employed at the respective plants or establishments.”

143. The “Records” section of IWC Wage Order No. 5-2001 states that every employer shall keep accurate information with respect to each one of its employees, including time records showing when the employee begins and ends each work period, meal periods, total daily hours worked, total wages paid each payroll period, and total hours worked in the payroll period and applicable rates of pay.

144. Labor Code section 1174.5 imposes a civil penalty of \$500 for an employer’s failure to maintain accurate and complete records. This civil penalty is in addition to the civil penalty of \$100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code section 2699 for a violation of Labor Code section 1174(d).

145. Labor Code section 226(e)(1) further provides,

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) [of Labor Code § 226] is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.

146. Defendants, as described herein, had, and continue to have, a policy, practice, procedure, and/or guideline of intentionally and willfully failing to maintain accurate payroll and/or employee records that properly show, among other things, the total number of hours actually worked by Non-Exempt Employees, the proper beginning and end of each work period, the beginning and end of each meal period, all earned wages, and all wages paid to Plaintiff and other Non-Exempt Employees.

147. Plaintiff and other Non-Exempt Employees have suffered, and continue to suffer, injuries and damages as a consequence of Defendants' deliberate failure to maintain accurate records as required by the Labor Code. Specifically, Plaintiff and other Non-Exempt Employees were denied their legal right and protected interest in having accurate and complete payroll and employment records available to them.

148. Plaintiff and other Non-Exempt Employees are entitled to, and now seek damages and penalties, as outlined in Labor Code section 226(e)(1) and 1174.5.

149. Plaintiff, on behalf of herself and other Non-Exempt Employees, is entitled to, and seeks recovery of reasonable attorneys' fees and costs as provided by Labor Code section 226(e)(1) and Code of Civil Procedure section 1021.5.

150. Plaintiff, on behalf of herself and other Non-Exempt Employees, requests further relief as described in the below prayer.

EIGHTH CAUSE OF ACTION

(By Plaintiff Individually and on Behalf of the Class Against Defendants and Does 1-50)

VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW

[Bus. & Prof. Code §§ 17200 *et seq.*]

151. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this First Amended Complaint.

152. As codified in Business & Professions Code sections 17200 *et seq.*, California's Unfair Competition Law ("UCL") broadly prohibits "any unlawful, unfair or fraudulent business act or practice."

153. A cause of action may be brought under the UCL if a practice violates some other law. The "unlawful" prong of the UCL effectively deems a violation of the underlying law a per se violation of Business & Professions Code sections 17200 *et seq.* (*Cel-Tech Commc'ns, Inc. v. Los Angeles Cellular Tel. Co.* (1999) 20 Cal.4th 163, 180.) Virtually any law or regulation – federal or state, statutory, or common law – can serve as a predicate for a section 17200 "unlawful" violation. (*Farmers Ins. Exch. v. Superior Court* (1992) 2 Cal.4th 377, 383.)

154. The "unfair" prong of the UCL does not require a practice to be specifically proscribed by any law. (*Korea Supply Co. v. Lockheed Martin Corp.* (2003) 20 Cal.4th 1134, 1143.) Pursuant to the

1 California Supreme Court, the “unfair standard” is intentionally broad to give maximum discretion to
2 courts in prohibiting new schemes to defraud. (*Cel-Tech Commc’ns, Inc.*, 20 Cal.4th at 180-81.)

3 155. Under the UCL, a “fraudulent” business act or practice is one where “members of the public
4 are likely to be deceived.” (*Blakemore v. Superior Court* (2005) 129 Cal.App.4th 36, 49.) A showing of
5 actual deception, reasonable reliance, or damages is not required. (*Ibid.*) The fraudulent prong may be
6 used to attack the deceptive manner in which otherwise lawful contract terms are presented to an
7 individual. (*Boschma v. Home Loan Ctr., Inc.* (2011) 198 Cal.App.4th 230, 253.) As such, even a true
8 statement may be unlawful under section 17200 if it is “couched in such a manner that is likely to mislead
9 or deceive..., such as by failing to disclose other relevant information.” (*Ibid.*)

10 156. As discussed herein, Defendants’ business practices violate all three prongs of California’s
11 UCL.

12 Unlawful

13 157. As described herein, Defendants violated the Labor Code by, among other things, refusing
14 to properly compensate Non-Exempt Employees for all time worked, including overtime wages. Failing
15 to compensate employees for all time worked is a clear violation of California law, and thus a per se
16 violation of the UCL. (*Cel-Tech Commc’ns, Inc.*, *supra*, 20 Cal.4th at 180.) Defendants further violated
17 California law by failing to provide legally compliant meal and/or rest periods and/or pay premium wages
18 in lieu thereof; failing to timely pay all wages due and owing upon separation of employment and/or the
19 required waiting time penalties; failing to reimburse employees for necessary business expenditures;
20 failing to furnish accurate itemized wage statements; and failing to maintain accurate records. Therefore,
21 Defendants has clearly engaged in unlawful business practices pursuant to Business & Professions Code
22 sections 17200 *et seq.*

23 Unfair

24 158. Defendants’ policy, practice, procedure, and/or guideline of requiring Non-Exempt
25 Employees to respond to work-related communications, assist clients, and perform other job duties while
26 off-the-clock is inherently unfair because Defendants knowingly prevented Non-Exempt Employees from
27 receiving adequate compensation for all time actually worked, in violation of California’s policy of prompt
28 payment of wages.

159. Defendants' policy, practice, procedure, and/or guideline of failing to provide Non-Exempt Employees, including Plaintiff, with legally compliant meal and/or rest periods, as a result of requiring Non-Exempt Employees to remain in assigned vehicles at all times and be readily available during their meal and/or rest periods, constitutes an unfair practice because Defendants knowingly strip Non-Exempt Employees of their rights under the Labor Code.

160. Defendants also violate the unfair prong of the UCL by failing to pay premium wages to Non-Exempt Employees for unlawful meal and/or rest periods because Defendants knowingly denied Non-Exempt Employees, including Plaintiff, their legal right to one additional hour of pay at their regular rate of pay for each workday a meal period was not provided.

161. Defendants' policy, practice, procedure, and/or guideline of requiring Non-Exempt Employees to use their personal cell phones in the discharge of their job duties without reimbursement is inherently unfair because Non-Exempt Employees, including Plaintiff, incurred significant costs in connection with the work performed on behalf of Defendants.

162. Defendants' policy, practice, procedure, and/or guideline of failing to provide Non-Exempt Employees with accurate itemized wage statements is a violation of the unfair prong of the UCL because Defendants knowingly deny Non-Exempt Employees their legal right and protected interest in readily ascertaining their total number of hours worked and the applicable hourly rates in effect during the pay period.

163. Additionally, Defendants' failure to timely pay Plaintiff and other Non-Exempt Employees all minimum, regular, and/or overtime wages and/or premium wages upon separation of employment violates the unfair prong of the UCL because Defendants knowingly deprived Non-Exempt Employees of timely compensation of their final earned wages, in violation of California law.

Fraudulent

164. Defendants' policy, practice, procedure, and/or guideline of improperly considering the work that Non-Exempt Employees, including Plaintiff, performed while off-the-clock as non-compensable time constitutes a fraudulent business practice as it knowingly and intentionally caused Non-Exempt Employees to not receive all minimum, regular, and/or overtime wages earned for all time actually

1 worked as mandated by California law, as well as premium wages for non-compliant meal and/or rest
2 periods.

3 165. Additionally, Defendants' policy, practice, procedure, and/or guideline of providing
4 Plaintiff and other Non-Exempt Employees with inaccurate wage statements constitutes a fraudulent
5 business practice as Plaintiff and other Non-Exempt Employees are likely to be, and were actually
6 deceived, as to whether they were paid for all time worked.

7 166. Defendants' practice of failing to maintain accurate employee and/or payroll records is also
8 a fraudulent business practice as the inaccuracies intentionally misled Non-Exempt Employees as to their
9 total hours worked, wages earned, and signed agreements.

10 167. As a direct and proximate result of Defendants' unlawful, unfair, and fraudulent business
11 practices, Plaintiff and other Non-Exempt Employees have suffered injury-in-fact and have lost wages
12 rightfully owed to them.

13 168. Through its unlawful, unfair, and fraudulent conduct, Defendants have been unjustly
14 enriched by receiving and continuing to receive benefits and profits at the expense of Non-Exempt
15 Employees. Therefore, pursuant to Business & Professions Code sections 17200 *et seq.*, Defendants
16 should be enjoined from this activity and made to disgorge all ill-gotten gains and restore Plaintiff and
17 other Non-Exempt Employees the wages wrongfully withheld from them.

18 169. Moreover, the unlawful, unfair, and fraudulent conduct alleged herein has continued, and
19 there is no indication that Defendants will refrain from such activity in the future. Plaintiff believes and
20 alleges that if Defendants are not enjoined from the conduct described herein, Defendants will continue
21 to violate California law at the expense of Non-Exempt Employees. Accordingly, Plaintiff requests that
22 the court issue a preliminary and permanent injunction against Defendants.

23 170. Plaintiff, on behalf of herself and other Non-Exempt Employees, requests further relief as
24 described in the below prayer.

25 ///

26 ///

27 ///

28 ///

NINTH CAUSE OF ACTION

(By Plaintiff in her Representative Capacity Against Defendants and Does 1-50)

PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004

[Labor Code §§ 2698 *et seq.*]

171. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this First Amended Complaint.

172. Pursuant to Labor Code sections 2698 *et seq.*, any provision of the Labor Code that 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 violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code section 2699.3. Such civil penalties are in addition to any other relief provided for under the Labor Code and must be allocated seventy-five percent (75%) to the LWDA and twenty-five percent (25%) to the aggrieved employees, pursuant to section 2699(i).

173. During all, or a portion of, the one-year and sixty-five day period before Plaintiff filed notice of her claims with LWDA, Defendants were Plaintiff's and all other Non-Exempt Employees' employer or person acting on behalf of Defendants Non-Exempt Employees' employer either individually or as an officer, agent, or employee of another person, within the meaning of Labor Code sections 558(a) and 1197.1, who paid or caused to be paid to any employee a wage less than the minimum fixed by California state law, and as such, is subject to civil penalties for each underpaid employee, as well as liquidated damages pursuant to Labor Code section 1194.2, and any applicable penalties imposed pursuant to Labor Code section 203.

174. Plaintiff is an "aggrieved employee" under the PAGA because she was employed by the alleged violators, Defendants, and had one or more of the alleged violations committed against her, and therefore is properly suited to represent the interests of other Non-Exempt Employees. (See *Huff v. Securitas Security Services, USA, Inc.* (2018) 23 Cal.App.5th 745, 751, 761; *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 519.)

175. Plaintiff alleges that all other Non-Exempt Employees are also “aggrieved employees” under the PAGA as Defendants employed them and all Non-Exempt Employees, including Plaintiff, experienced one or more of the alleged violations outlined herein.

176. Pursuant to Labor Code sections 2698 *et seq.*, Plaintiff has exhausted her administrative remedies because she complied with the notice requirements outlined in Labor Code section 2699.3. On April 13, 2021, Plaintiff submitted notice to the LWDA and Defendants informing them of Defendants’ alleged Labor Code violations pursuant to PAGA. (Exhibit 1.) Under the statute, the LWDA had 65 days to provide notice of whether it intended to investigate the alleged violations. To date, the LWDA has not notified Plaintiff of its intent investigate the alleged violations. Plaintiff thus has the right to pursue, and does pursue, her claims under PAGA in a representative capacity pursuant to Labor Code sections 2698 *et seq.*

177. In accordance with *Arias v. Superior Court* (2009) 46 Cal.4th 969, 975, the claims brought under the PAGA are not subject to the requirements for class certification and thus Plaintiff does not seek to certify the claims brought under the PAGA.

178. As set forth herein, Defendants have committed, and continue to commit, numerous violations for which the Labor Code and IWC Wage Order No. 5-2001 entitles Plaintiff in her representative capacity, to recover civil penalties, on behalf of herself and all other Non-Exempt Employees and the general public, as well as attorneys’ fees and costs, against Defendants for the alleged violations of the Labor Code, described herein.

179. Plaintiff, in her representative capacity, on behalf of herself and all other Non-Exempt Employees, is entitled to and thus seeks to recover civil penalties through a representative action based on Defendants’ violations of the following Labor Code and/or IWC Wage Order provisions:

- a. Failure to timely pay minimum, regular, and/or overtime wages in violation of Labor Code sections 204, 210, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199 and the “Minimum Wages” and “Hours and Days of Work” sections of IWC Wage Order No. 5-2001;
- b. Failure to provide the opportunity to take legally compliant meal periods and/or timely pay premium wages for non-compliant meal periods in violation of Labor

Code sections 204, 210, 226.7, 512, and the “Meal Periods” section of IWC Wage Order No. 5-2001;

- c. Failure to authorize and permit legally compliant rest periods and/or timely pay premium wages for non-compliant rest periods in violation of Labor Code sections 204, 210, 226.7 and the “Rest Periods” section of IWC Wage Order No. 5-2001;
- d. Failure to timely pay all wages due and owed upon separation of employment and/or pay waiting time penalties in violation of Labor Code sections 201-203, and 210;
- e. Failure to reimburse for necessary business expenses in violation of Labor Code section 2802;
- f. Failure to furnish accurate itemized wage statements in violation of Labor Code sections 226, 226.3, and the “Records” section of IWC Wage Order No. 7-2001; and
- g. Failure to maintain accurate records in violation of Labor Code sections 226, 1174, 1174.5 and the “Records” section of IWC Wage Order No. 5-2001.

180. Labor Code section 210 provides that any person who fails to pay wages as provided in Labor Code sections 201.3, 204, 204(b), 204.1, 204.2, 205, 205.5 and 1197.5 shall be subject to a civil penalty of \$100 for any initial violation for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation \$200 for each failure to pay each employee, plus 25% if the amount unlawfully withheld, in addition to any other penalty. Plaintiff, in her representative capacity, seeks the civil penalty imposed by Labor Code section 210 on behalf of herself and all other Non-Exempt Employees.

181. Labor Code section 226.3 imposes a civil penalty of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation for violations of Labor Code section 226(a). Plaintiff, in her representative capacity, seeks the civil penalty imposed by Labor Code section 226.3 on behalf of herself and all other Non-Exempt Employees.

182. For violations of Labor Code sections 510 and 512, in addition to any other recovery provided by law, Labor Code section 558 imposes a civil penalty of \$50 per pay period for each underpaid employee for the initial violation and \$100 per pay period for each underpaid employee for each subsequent violation of any section of Labor Code Division 2, Part 2, Chapter 1, or any provision regulating hours and days of work in any order of the IWC. Plaintiff, in her representative capacity, seeks the civil penalty imposed by Labor Code section 558 on behalf of herself and all other Non-Exempt Employees.

183. Labor Code section 1174.5 imposes a civil penalty of \$500 for an employer's failure to maintain accurate and complete records. This civil penalty is in addition to the civil penalty of \$100 per pay period, per employee that would be imposed pursuant to Labor Code section 2699(f) for a violation of Labor Code section 1174(d). Plaintiff, in her representative capacity, seeks the civil penalty imposed by Labor Code section 1174.5 on behalf of herself and all other Non-Exempt Employees.

184. Labor Code section 1197.1 imposes a civil penalty of \$100 for each underpaid employee for each pay period for which the employee is underpaid and a subsequent civil penalty of \$250 for each underpaid employee for each pay period for which the employee is underpaid for paying or causing an employee to be paid a wage less than the minimum wage. Plaintiff, in her representative capacity, seeks the civil penalty imposed by Labor Code section 1197.1 on behalf of herself and all other Non-Exempt Employees.

185. Labor Code section 2699(f) imposes a civil penalty of \$100 per pay period, per employee for the initial violation, and \$200 per pay period, per employee for each subsequent violation for all Labor Code provisions for which a civil penalty is not specifically provided, including Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 1174(c) and (d), 1194, 1194.2, 1197, 1198, and 1199. Plaintiff and other Non-Exempt Employees are entitled to, and therefore seek the above-described civil penalty.

186. Labor Code section 2699(g)(1) provides that an employee who prevails in a civil action brought pursuant to PAGA shall be entitled to an award of reasonable attorneys' fees and costs. As such, Plaintiff, in her representative capacity on behalf of herself and all other Non-Exempt Employees, is entitled to, and therefore seeks attorneys' fees and costs.

187. Plaintiff, in her representative capacity on behalf of herself and all other Non-Exempt Employees, is entitled to and seeks recovery of reasonable attorneys' fees as provided by Labor Code section 218.5 and Code of Civil Procedure section 1021.5.

188. Plaintiff, in her representative capacity on behalf of herself and all other Non-Exempt Employees, requests further relief as described in the prayer below.

PRAYER FOR RELIEF

Plaintiff prays for judgement against Defendants in favor of the class and the representative action as follows:

- a. For an order determining that this action may be maintained as a class action with the named Plaintiff as the class representative;
- b. For the attorneys appearing on the above caption to be named Class Counsel;
- c. For an order determining that Plaintiff is entitled to recover a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation as provided in Labor Code section 2699(f);
- d. For all wages and benefits due to Plaintiff and all other Non-Exempt Employees pursuant to California law;
- e. For damages, pursuant to Labor Code section 226(e)(1), Civil Code section 3281, and/or other applicable law;
- f. For all minimum, regular, and/or overtime wages owed pursuant to Labor Code sections 510, 558, 1194, 1197.1, and/or other applicable law;
- g. For premium wages pursuant to Labor Code section 226.7, and/or other applicable law;
- h. For waiting time penalties pursuant to Labor Code section 203, and/or other applicable law;
- i. For reimbursement of necessary business expenditures pursuant to Labor Code section 2802, and/or other applicable law;
- j. For all liquidated damages, pursuant to Labor Code sections 1194.2, 1197.1, and/or

other applicable law;

- k. For any and all penalties available for the Labor Code violations alleged herein, including but not limited to penalties under Labor Code sections 203, 210, 226(e)(1), 226.3, 558, 1174.5, 1197.1, 1199, and/or other applicable law;
- l. For any and all civil penalties available for the Labor Code violations alleged herein including, but not limited to, civil penalties under Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, 2699(f), and/or other applicable law;
- m. For injunctive relief, pursuant to Labor Code section 226(h) and Business & Professions Code section 17203, and/or other applicable law;
- n. For restitution for Defendants' unfair, unlawful, and fraudulent business practices as provided by Labor Code section 1197.1 and Business & Professions Code section 17203 and/or other applicable law;
- o. For reasonable attorneys' fees and costs of suit pursuant to Labor Code sections 210, 218.5, 218.6, 226(e)(1), 226(h), 558, 1194(a), 1194.2, 1197.1, 2802, 2699(g)(1), Code of Civil Procedure section 1021.5, the "common fund" theory, the "substantial benefit" theory, and/or other applicable law, theory or doctrine;
- p. For a declaratory judgment that Defendants violated Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802 and 2698 *et seq.*; the "Hours and Days of Work," "Minimum Wages," "Records," "Meal Periods," and "Rest Periods" sections of IWC Wage Order 5-2001; and Business and Professions Code sections 17200 *et seq.*;
- q. For pre- and post- judgment interest as provided by California law;
- r. For appropriate equitable relief pursuant to California law; and
- s. For any other relief, the Court may deem as just and proper.

///

///

///

///

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on issues triable to a jury.

Dated: May 3, 2022

GRAHAMHOLLIS APC

By:



Graham S.P. Hollis

Vilmarie Cordero

Hali M. Anderson

Alyssa L. Smith

Attorneys for Plaintiff Sheena Edwards

EXHIBIT 1

April 13, 2021

VIA ONLINE ELECTRONIC FILING

California Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

CERTIFIED MAIL (RETURN RECEIPT)

Absolute Senior Solutions
4125 Blackford Ave Ste 205
San Jose, CA 95117-1705

ELSOUSOU LLC
c/o Nicholas Elsousou, Agent for Service of Process
4125 Blackford Ave Ste 205
San Jose, CA 95117

**Re: Sheena Edwards' Wage and Hour Claims Against
Absolute Senior Solutions**

Dear California Labor and Workforce Development Agency, Absolute Senior Solutions, and ELSOUSOU LLC:

Please be advised that Sheena Edwards ("Claimant") has retained our firm, GrahamHollis APC, to represent her for various claims against Absolute Senior Solutions ("Absolute") and ELSOUSOU LLC ("ELSOUSOU") (collectively, the "Companies").

Please be advised that this letter shall serve as Claimant's written notice to the California Labor and Workforce Development Agency ("LWDA") and the Companies of the alleged California Labor Code ("Labor Code") violations Claimant claims that the Companies, individually and collectively, committed against her and all other current or former non-exempt employees who performed work for the Companies, in California during the relevant statutory period. Claimant provides this notice, which includes the facts and theories to support her Labor Code violations alleged herein, in accordance with the Private Attorneys General Act of 2004 (codified in Labor Code §§ 2698 *et seq.*, "PAGA"), Labor Code § 2699.3.

Attorneys at Law

3555 Fifth Avenue Suite 200
San Diego, California 92103
619.692.0800 voice
619.692.0822 fax

www.grahamhollis.com

Hali Anderson
handerson@grahamhollis.com
619.274.8225 direct

Graham S.P. Hollis

Vilmarie Cordero

Nathan Reese

Hali Anderson

David Lin

Erik Dos Santos

Alex Kuner

Monique Rodriguez

Ridgeway Woulfe

Pursuant to Labor Code § 2699(a), and by way of this letter, Claimant intends to represent, herself and all other current or former non-exempt employees who performed work for Absolute Senior Solutions in California during the relevant time period (referred to herein as the “Non-Exempt Employees”). All Non-Exempt Employees, including Claimant, are believed to have suffered at least one of the Labor Code violations described herein. Claimant contends that she and all other Non-Exempt Employees are “aggrieved employees” as defined by the PAGA.

FACTUAL BACKGROUND

Absolute Senior Solutions, a senior citizen assistance company, provides community placement, transportation, and home care services to senior citizens in various counties throughout the state of California, including, but not limited to, Santa Clara County, San Mateo County, Alameda County, and San Francisco County. Absolute operates under its three sub-service categories: Absolute Senior Solutions, Absolute HomeAid, and Absolute Transportation. Absolute Senior Solutions is a placement agency that aids the elderly find the right senior living community to fit his or her needs, including, but not limited to, placement into a residential care facility, assisted living community, a memory care community, or an independent living community.¹ Absolute HomeAid, a certified care givers service, provides benefits to senior citizens from the comforts of their own homes, which includes, but not limited to, housekeeping, cooking, transportation, and personal care, and health care. Absolute Transportation, a transportation service, provides rides to seniors to various locations, which includes, but is not limited to, doctor’s appointments, dental appointments, dialysis centers, social outings, and shopping trips. Absolute is organized in the state of California and operates under its parent company, ELSOUSOU LLC.

ELSOUSOU LLC, a limited liability corporation, is the parent company of Absolute. ELSOUSOU LLC is organized the state of California and named after its sole owner and officer, Michael Elsousou (“Owner”). Claimant believes and thereon alleges that there is such a unity of interest between the Companies and the Owner, the Companies operate as the “alter ego” of the Owner, in order to circumvent the California Labor Code. The factors present to show that a unity of interest exists includes, but is not limited to, identical equitable ownership in two entities; officers and directors of one entity are the same as controlled corporation; use of the same office or business location; use of corporation as mere shell; disregard of legal formalities; and commingling of funds and assets.

At all relevant times, Claimant worked as a full-time Transportation Aide at Absolute Senior Solutions located in San Jose, California from March 16, 2020 to October 12, 2020 and changed her status to work part-time from March 16, 2020 to January, 20, 2021. As a Transportation Aide, Claimant was paid an hourly rate of \$17.50 and worked approximately forty (40) hours per week. Often times, Claimant performed work off the clock. Claimant’s job duties as an Transportation Aide included, but were not limited to: driving the Companies’ vehicles;

¹ <https://www.abseniorsolutions.com/services/placement/>

transferring clients to and from their hospital beds; operating wheelchair and gurney equipment; communicating with the Companies' dispatch team, hospital nurses, clients, and clients' family members; logging daily vehicle inspections and mileage; driving clients to the hospital, assisted living communities, skilled nursing communities, shopping trips, and more; and additional projects and assignments assigned by management. At all relevant times, the Companies employed, and continue to employ, non-exempt employees to perform work for the Companies throughout the state of California. Upon information and belief, all policies, practices, procedures, and/or guidelines of the Companies applicable to Claimant were also applicable to all other Non-Exempt Employees throughout the state of California during the relevant time period. Upon information and belief, Claimant and all other Non-Exempt Employees suffered, and current Non-Exempt Employees will continue to suffer, the same and/or similar violations of law described herein.

Claimant alleges that the Companies denied, and continue to deny, Claimant and other Non-Exempt Employees the specific rights afforded to them under the Labor Code and the applicable Industrial Welfare Commission ("IWC") Wage Order. Specifically, the Companies failed, and continue to fail, to timely pay all minimum, regular, and/or overtime wages to all Non-Exempt Employees, including Claimant; failed, and continue to fail, to provide Claimant and other Non-Exempt Employees with legally compliant meal and/or rest periods and/or pay them compensation in lieu thereof; failed, and continue to fail, to pay Claimant and other Non-Exempt Employees for the hours spent reporting to work; failed, and continue to fail, to reimburse Claimant and other Non-Exempt Employees for necessary work expenditures; failed to timely pay former Non-Exempt Employees, including Claimant, all wages due and owing upon separation of employment and/or pay the required waiting time penalties; failed, and continue to fail, to furnish all Non-Exempt Employees, including Claimant, with accurate itemized wage statements; and failed, and continue to fail, to maintain accurate employment records.

Claimant asserts that the Companies had, and continue to have, a policy, practice, procedure, and/or guideline of not timely paying Non-Exempt Employees all minimum, regular, and/or overtime wages for all time actually worked on the designated pay days. For instance, the Companies failed to compensate Claimant and, on information and belief, other Non-Exempt Employees for the all of the work performed while off-the-clock. For example, as a transportation aide, Claimant was required to respond to text messages and telephone calls from co-workers and supervisors regarding work-related issues while off-the-clock, including, but not limited to scheduling client pick-ups and drop offs. In addition, Claimant and other Non-Exempt Employees, also performed job duties during their meal periods, such as completing client pick-ups and/or drop-offs and answering and responding to calls, text messages, and radio instructions from dispatchers, supervisors, and the clients. This was due in part to the Companies' policy of requiring their transportation aides to remain in their assigned company vehicle at all times, including during their meal and rest periods. On one occasion, while in extreme summer heat, Claimant received severe burns to her legs, which required medical attention.

In addition, Claimant contends that the Companies had, and continue to have, a policy, practice, procedure, and/or guideline of not compensating Claimant, and other Non-Exempt Employees for the time spent waiting to report for work. For instance, Claimant and other Non-Exempt Employees rarely knew the dates and times they were scheduled to report for work with adequate advanced notice. Instead, the Companies required Claimant and other Non-Exempt Employees to wait until the night before, sometimes 7:00 p.m. or later, for the Companies to text them their scheduled time to report to work, if any, for the next day. On several occasions, Claimant did not receive the Companies' reporting time text message until the morning of her shift. In addition, although the Companies would inform Claimant and other Non-Exempt Employees of the time they were scheduled to report to work, Claimant, and other Non-Exempt Employees, were rarely, if ever, given a set end time for their shift to end. Instead, the Companies expected the Non-Exempt Employees to work until the Companies told them to stop. As a result of the Companies policy, practice, procedure, and/or guideline to make employees wait all day to know if they were scheduled to work, without setting an end time, Claimant, and other Non-Exempt Employees could never make personal plans in advance. Claimant, and other Non-Exempt Employees were never compensated for the time they spent waiting for the Companies to inform them of their reporting time.

The Companies improperly considered the work that Claimant and, on information and belief, other Non-Exempt Employees performed while off-the-clock, including the time spent waiting to report to work, as non-compensable time and failed to provide any remuneration on the Companies designated pay days. Therefore, the Companies failed to timely pay Non-Exempt Employees, including Claimant, all overtime wages no later than the payday for the next regular payroll period. Based on the foregoing, Claimant contends that she and, on information and belief, all other Non-Exempt Employees were not timely paid all minimum, regular, and/or overtime wages for all hours actually worked.

Claimant contends that the Companies had, and continue to have, a policy, practice, procedure and/or guideline of not providing Non-Exempt Employees, including Claimant, with the opportunity to take timely 30-minute, off-duty, uninterrupted meal periods that are free from the employer's control when they work more than six (6) hours in a day. Claimant alleges that due to the Companies' poor scheduling practices, Claimant and other Non-Exempt Employees rarely, if ever, received meal periods and even if they did receive a meal period, it was always late and/or interrupted. For example, Claimant asserts that the Companies had a practice of not scheduling enough transportation aides for each shift. This practice resulted in the Companies requiring the Non-Exempt Employees to clock back in early for their meal periods in order to meet the demand in clients' transportation appointment times. In addition, the Companies regularly required their employees to clock-out for meal periods, but also required them to continue performing work off the clock. There were several occasions when Claimant was forced to timely clock-in and clock-out for her meal period, yet still required to work. Although her time sheets deceptively show that she was receiving legally compliant meal periods, in reality Claimant regularly received meal periods that were after the fifth, and sometimes sixth, hour of work and/or were interrupted.

Similarly, Claimant further alleges that the Companies had, and continue to have, a policy, practice, procedure and/or guideline of not authorizing and permitting Non-Exempt Employees to take an off-duty, uninterrupted, 10-minute rest period for every four (4) hours worked or major fraction thereof. Although it was the Companies' policy, practice, procedure, and/or guideline that it was the Non-Exempt Employees responsibility to take legally compliant rest break, Claimant alleges that Non-Exempt Employees, such as herself, were not authorized and permitted to take lawful rest periods during any of her shifts due to the demand of their workloads and the Companies' poor scheduling practices. For example, if there was a break in Claimant, and other Non-Exempt Employees schedule to take a rest break, the Companies regularly required their dispatchers, who were able to observe and track the Non-Exempt Employees' vehicle movements, to call the transportation aids, regardless of whether they were on a rest break, to require them to keep working to meet the demand for transportation services. As a result, Claimant and other Non-Exempt Employees did not receive rest periods that were timely, free from the Companies' control, uninterrupted, and/or at least ten (10) minutes in length.

Moreover, Claimant asserts that the Companies had, and continue to have, a policy, practice, procedure, and/or guideline of not timely paying premium wages for non-compliant meal and/or rest periods during the relevant time period. Despite not regularly receiving legally compliant meal and/or rest periods as described herein, Claimant and, on information and belief, other Non-Exempt Employees did not timely receive premium wages on the designated pay days for non-compliant meal and/or rest periods.

Similarly, Claimant asserts that the Companies had, and continue to have, a policy, practice, procedure, and/or guideline of failing to reimburse Claimant and other Non-Exempt Employees for necessary work expenditures. For example, Claimant and other Non-Exempt Employees, were required to use their personal cell phones in the discharge of their work duties for purposes such as, obtaining their shift schedules, clocking-in and clocking-out for their shifts and meal periods, obtaining client pick-up and/or drop-off times and locations, and responding to miscellaneous calls, text messages, and radio instructions from dispatchers, supervisors, and clients. For instance, the Companies required the Non-Exempt Employees, including Claimant, to download two apps onto their personal cell phones to use in the discharge of their work duties, including – "Workbase," the app they used to clock-in and clock-out for shifts and meal periods; and "Samsara Driver," the app they used to receive pick-up and drop-off assignments. In addition, when a dispatcher called to inform Claimant, and other Non-Exempt Employees, of their next scheduled pick-up or drop-off location, the Non-Exempt Employees were required to use their personal cell phones for directions. Despite mandating Non-Exempt Employees, including Claimant, to use their personal cell phones in the discharge of their work duties, the Companies did not have a policy, practice, procedure, and/or guideline of reimbursing the Non-Exempt Employees in violation of California law.

Claimant asserts that the Companies had, and continue to have, a policy, practice, procedure, and/or guideline of not timely paying former Non-Exempt Employees all wages due

and payable upon separation of employment and/or the required waiting time penalties for the late payment of wages. For instance, the Company failed to timely pay Claimant and, on information and belief, other former Non-Exempt Employees all minimum, regular, and/or overtime wages for all hours worked and meal and/or rest period premium wages, in part due to the aforementioned Labor Code violations. In regards to Claimant, her employment ended on January 19, 2021. The Companies' informed Claimant that her final paycheck would be ready for pick-up by January 20, 2021. Claimant's final paycheck was not provided to her until January 22, 2021. In addition, when Claimant was finally provided her paycheck, it was missing a whole day's worth of pay. When Claimant brought it to the Companies' attention, the Companies made her wait even longer before they were willing to provide it to her. Therefore, Claimant, and other former Non-Exempt Employees, have not yet received payment for all hours worked or the required waiting time penalties for the Companies' failure to immediately pay all wages due and owing upon separation of employment.

Claimant contends that the Companies had, and continue to have, a policy, practice, procedure, and/or guideline of furnishing Non-Exempt Employees, including Claimant, with wage statements that do not comply with California law. Claimant alleges that the wage statements furnished to her and other Non-Exempt Employees did not correctly show the information required by California law including, but not limited to, the total hours actually worked by the employee, all applicable hourly rates in effect during the pay period, including the proper overtime rate, and the corresponding number of hours worked at each hourly rate by the employee, the gross wages actually earned, and the net actual wages earned. Due to the missing and/or incorrect information, Claimant and other Non-Exempt Employees were unable to promptly and easily determine the total number of hours worked or the applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

Claimant attests that the Companies had, and continue to have, a policy, practice, procedure and/or guideline of failing to maintain accurate employment records. The Companies' illegal policies, practices, procedures and/or guidelines, such as those described herein, have resulted in the Companies' failure to maintain accurate records reflecting Non-Exempt Employees' actual time worked, the proper beginning and end of each work period, the meal periods, the total hours worked during the pay period, the applicable rates of pay, among other things, in violation of California law.

Due to the foregoing Labor Code violations, the Companies denied, and continue to deny, Claimant and other Non-Exempt Employees certain rights afforded to them under the Labor Code and the applicable IWC Wage Order. Claimant makes these claims against the Companies on behalf of herself and all other Non-Exempt Employees.

All facts, claims and/or legal theories contained within this written notice are alleged and/or asserted on behalf of Claimant and all other Non-Exempt Employees. The facts and/or claims contained in this written notice are based on information available at the time of this writing. Since

Claimant's investigation is ongoing, Claimant reserves her right to assert any and all related facts, claims, and/or legal theories discovered after the sending of this letter on behalf of herself and other current or former Non-Exempt Employees against the Companies and/or other persons that may be discovered after the sending of this letter. Such other persons include, but are not limited to, those persons who have acted as an agent, subsidiary, servant, employee, co-conspirator, alter-ego, and/or joint venture of the Companies, as well as those persons who caused and/or concurrently contributed to the various acts and/or admissions of each and every one of the others, including the Companies, in proximately causing the wrongful conduct, harm, and/or damages alleged herein or otherwise participated in or ratified any or all of the acts and/or omissions complained of herein, and those who were acting within the authority and/or scope of the Companies. Claimant reserves the right to revise these facts and/or add any new claims by amending this letter and/or by adding facts and/or claims to her civil complaint.

**FAILURE TO TIMELY PAY ALL MINIMUM, REGULAR,
AND/OR OVERTIME WAGES**

(Labor Code §§ 204, 210, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, and 1199, and the "Minimum Wages" and "Hours and Days of Work" sections of IWC Wage Order No. 5-2001)

Labor Code § 204 establishes an employee's fundamental right in the state of California to be paid wages in a timely manner for their work. Specifically, Labor Code § 204(a) states that all wages earned are due and payable twice during each calendar month on days designated in advance by the employer as regular pay days. Overtime wages are to be paid no later than the payday for the next regular payroll period. (Labor Code § 204(b)(1).)

Labor Code § 1197 states, "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful." (See *Gonzalez v. Downtown LA Motors, LP* (2013) 215 Cal.App.4th 36, 44 [providing that an employer may not pay "less than the applicable minimum wage for all hours worked in the payroll period, whether the remunerations is measured by time, piece, commission, or otherwise"].)

The "Minimum Wages" section of IWC Wage Order No. 5-2001 further provides that "[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise."

Labor Code § 1197.1 provides:

Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law or by an order of the commission shall

be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203...

Labor Code § 1198 states:

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

Labor Code § 1199 imposes “a fine of not less than one hundred dollars (\$100)” for any employer who violates the provisions set forth in Labor Code § 1198.

Labor Code § 510(a), which codifies an employee’s right to overtime compensation, provides:

Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

The “Hours and Days of Work” and “Minimum Wages” sections of IWC Wage Order No. 5-2001 mandate the same requirements as Labor Code § 510. Under California law, an employee may not waive his or her right to overtime compensation. (*Early v. Superior Court* (2000) 79 Cal.App.4th 1420, 1430.)

Labor Code § 1194(a) provides:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.

Labor Code § 1194.2 allows for the recovery of liquidated damages in an amount equal to the minimum wages unlawfully unpaid and interest thereon.

Labor Code § 210 states that, “every person who fails to pay the wages of an employee as provided in Section...204...shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Labor Code section 558 provides that “any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty” of \$50 for each underpaid employee for each pay period for which the employee was underpaid for any initial violation, and \$100 for each underpaid employee for each pay period for which the employee was underpaid for each subsequent violation.

As set forth above, the Companies have a policy, practice, procedure, and/or guideline of failing to timely pay all minimum, regular, and/or overtime wages to Claimant and, on information and belief, other Non-Exempt Employees for all hours actually worked. For instance, the Companies failed to compensate Claimant and other Non-Exempt Employees for the time spent waiting to report to work; responding to text messages and answer company calls; and performing other work duties while off-the-clock without compensation. Claimant will pursue all available remedies against the Companies for their violations of the Labor Code on behalf of herself and all Non-Exempt Employees to the extent permitted by law.

**FAILURE TO PROVIDE LEGALLY COMPLIANT MEAL PERIODS
AND/OR COMPENSATION IN LIEU THEREOF**

(Labor Code §§ 204, 226.7, 512, and 558, and the “Meal Periods”
section of IWC Wage Order No. 5-2001)

Labor Code § 512(a) provides:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

In pertinent part, the “Meal Periods” section of IWC Wage Order No. 5-2001 states:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. An “on duty” meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal is agreed to.

(B) An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived....

(D) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

A meal period generally comports with the requirements of California law if the employee has at least 30 minutes uninterrupted and the employee is relieved of any and all duty and is free to leave the premises during such time. (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1036.) California law further prohibits employers from “...undermining [its] formal policy of providing meal breaks by pressuring employees to perform their duties in ways that omit breaks.” (*Id.* at 1040.)

Pursuant to Labor Code § 226.7(c),

[i]f an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational

Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

Labor Code § 204 establishes an employee's fundamental right in the state of California to be paid wages in a timely manner for their work. Premium wages under Labor Code § 226.7 are wages that are due payable in accordance with the Labor Code § 204. (*Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103-1114.)

Labor Code section 558 provides that "any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty" of \$50 for each underpaid employee for each pay period for which the employee was underpaid for any initial violation, and \$100 for each underpaid employee for each pay period for which the employee was underpaid for each subsequent violation.

As set forth above, the Companies have a policy, practice, procedure, guideline, and/or culture of failing to provide Claimant and, on information and belief, other Non-Exempt Employees with the opportunity to take uninterrupted, off-duty meal periods of at least 30-minutes before the start of their sixth (6th) hour of work. Consequently, Claimant and other Non-Exempt Employees are entitled to receive, and did not receive, one-hour of premium wages for each day a compliant meal period was not provided on the payday designated by the Companies. Claimant will pursue all available remedies against the Companies for their violations of the Labor Code on behalf of herself and all Non-Exempt Employees to the extent permitted by law.

**FAILURE TO PROVIDE LEGALLY COMPLIANT REST PERIODS
AND/OR COMPENSATION IN LIEU THEREOF**

(Labor Code §§ 204, 226.7, and the "Rest Periods" section of IWC Wage Order No. 5-2001)

The "Rest Periods" section of IWC Wage Order No. 5-2001 provides:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes of net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

During rest periods, California law requires employers to relinquish all control over their employees and relieve their employees of all duties. (*Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 273.)

In pertinent part, Labor Code § 226.7 states:

(b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

Labor Code § 204 establishes an employee's fundamental right in the state of California to be paid wages in a timely manner for their work. Specifically, Labor Code § 204(a) states that all wages earned are due and payable twice during each calendar month on days designated in advance by the employer as regular pay days. Premium wages under Labor Code § 226.7 are wages that are due payable in accordance with the Labor Code § 204. (*Murphy, supra*, 40 Cal.4th at 1103-1114.)

As discussed herein, the Companies have a policy, practice, procedure, guideline, and/or culture of failing to authorize and permit Claimant and, on information and belief, other Non-Exempt Employees to take an off-duty, uninterrupted 10-minute rest period for every four hours worked or major fraction thereof. Therefore, Claimant and other Non-Exempt Employees are entitled to receive, and did not receive, one-hour of premium wages on the designated payday for each day a legally compliant rest period was not provided. Claimant will pursue all available remedies against the Companies for their violations of the Labor Code on behalf of herself and all Non-Exempt Employees to the extent allowed by law.

FAILURE TO PAY REPORTING TIME PAY

(Labor Code sections 1194, 1194.2 1198, 1199, and the “Reporting Time Pay” section of the Applicable IWC Wage Order)

Labor Code § 1194(a) provides:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.

Labor Code § 1194.2 allows for the recovery of liquidated damages in an amount equal to the minimum wages unlawfully unpaid and interest thereon.

Labor Code § 1198 states:

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

Labor Code § 1199 imposes “a fine of not less than one hundred dollars (\$100)” for any employer who violates the provisions set forth in Labor Code § 1198.

The “Reporting Time Pay” section of the applicable IWC Wage Order states:

[E]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or 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.

As discussed herein, the Companies violated these Labor Code sections by failing to pay Non-Exempt Employees for the time they spent reporting to work. For instance, the Companies failed to pay Claimant, and other Non-Exempt Employees, for the time spent waiting for the Companies to text them informing them of whether or not they were required to report to work the

following day. Thus, the Companies violated California law. Claimant will pursue all available remedies against the Companies for their violations of the Labor Code on behalf of herself and all Non-Exempt Employees to the extent allowed by law.

FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENSES

(Labor Code § 2802)

Labor Code § 2802(a) provides in pertinent part, “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.”

Labor Code § 2802(b) states, “[a]ll awards made by a court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.” Accordingly, Claimant will request that she receives interest on the applicable amount.

Furthermore, Labor Code § 2802(c) states, “[f]or purposes of this section, the term ‘necessary expenditures or losses’ shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.” Consequently, Claimant will also request reimbursement of the attorney’s fees incurred in pursuing this matter.

As set forth above, the Companies required Claimant and other Non-Exempt Employees to use their personal cell phones in the discharge of their job duties without reimbursement. For example, Claimant and other Non-Exempt Employees, were required to use their personal cell phones in the discharge of their work duties for purposes such as, obtaining their shift schedules, clocking-in and clocking-out for their shifts and meal periods, obtaining client pick-up and/or drop-off times and locations, and responding to miscellaneous calls, text messages, and radio instructions from dispatchers, supervisors, and clients. Claimant will pursue all available remedies against the Companies for their violations of the Labor Code on behalf of herself and all Non-Exempt Employees to the extent allowed by law.

**FAILURE TO TIMELY PAY ALL WAGES DUE AND
OWING UPON SEPARATION OF EMPLOYMENT**

(Labor Code §§ 201, 202, 203 and 210)

Labor Code § 201 states, in pertinent part, “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Labor Code § 202 provides, in pertinent part,

[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Labor Code § 203(a) further states:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.

Labor Code § 210 provides that, “every person who fails to pay the wages of an employee as provided in Sections...204...shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.”

As discussed herein, the Companies violated these Labor Code sections by not timely paying to Claimant and other former Non-Exempt Employees all minimum, regular, and/or overtime wages and/or meal and/or rest period premium wages, within the required time upon separation of their employment. For instance, Claimant had to wait roughly a week for her final pay check and even when she did receive it, it was missing payment for an entire day worth of work. Moreover, even when Claimant informed the Companies of the mistake, the Companies forced Claimant to wait an additional amount of time before they were willing to provide her with the proper compensation. The Companies also did not pay Claimant and, on information and belief, other former Non-Exempt Employees the required waiting time penalties for the late payment of wages. Thus, the Companies violated California law. Claimant will pursue all available remedies against the Companies for their violations of California law on behalf of herself and all former Non-Exempt Employees to the extent allowed by law.

FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS

(Labor Code §§ 226 and 226.3, and the “Records” section of IWC Wage Order No. 5-2001)

Labor Code § 226(a) states in pertinent part:

An employer, semimonthly or at the time of each payment of wages, shall furnish each of his or her employee, either as detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an

accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee... (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number...(8) the name and address of the legal entity that is the employer, and... (9) all applicable hourly rates in effect during each period and the corresponding number of hours worked at each hourly rate by the employee...

The “Records” section of IWC Wage Order No. 5-2001 further provides, in pertinent part:

Every employer shall semimonthly or at the time of each payment of wages furnish to each employee...an itemized wage statement in writing showing (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee and the employee’s social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregate and shown as one item.

Labor Code § 226(e)(1) provides:

An employee suffering injury as a result of knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand (\$4,000), and is entitled to an award of costs and reasonable attorneys’ fees.

Labor Code § 226(h) states, “an employee may also bring an action for injunctive relief to ensure compliance with this section and is entitled to an award of costs and reasonable attorneys’ fees.”

Labor Code § 226.3 imposes an additional civil penalty of \$250 per employee per violation in an initial citation and \$1,000 per employee per violation for any subsequent violation on the employer for violations of Labor Code § 226(a).

As discussed above, the Companies failed to furnish Claimant and other Non-Exempt Employees with accurate itemized wage statements that comply with the requirements of the Labor Code because the wage statements did not, among other things, include the total hours actually worked by the employee, all applicable hourly rates in effect during the pay period, including the proper overtime rate, and the corresponding number of hours worked at each hourly rate by the employee, the gross actual wages earned, and the net wages actually earned. Claimant will pursue all available remedies against the Companies for their violations of the Labor Code on behalf of herself and all Non-Exempt Employees to the extent allowed by law.

FAILURE TO MAINTAIN ACCURATE RECORDS

(Labor Code §§ 226(a), 226(e), 1174, and 1174.5, and the “Records” section of IWC Wage Order No. 5-2001)

Labor Code § 226(a) mandates, in pertinent part:

The deductions made from payment 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 and the 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.

Labor Code § 1174(c) requires every employer to “keep a recording showing the names and addresses of all employees employed....” Labor Code § 1174(d) further requires:

Every person employing labor in this state shall...[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to...employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years.

The “Records” section of IWC Wage Order No. 5-2001 provides that every employer shall keep accurate information with respect to each one of its employees, including time records showing when the employee begins and ends each work period, meal periods, total daily hours worked, total wages paid each payroll period, and total hours worked in the payroll period and applicable rates of pay.

Labor Code § 1174.5 imposes a civil penalty of \$500 for an employer's failure to maintain accurate and complete records. This civil penalty is in addition to the civil penalty of \$100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code § 2699 for a violation of Labor Code § 1174(d).

Labor Code § 226(e)(1) provides:

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) [of Labor Code § 226] is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

As set forth above, the Companies violated its record keeping requirements by failing to accurately record employee hours actually worked, including, but not limited to, failing to record the proper beginning and end of each work period, the meal periods, the total hours worked during the pay period, the applicable rates of pay, and the actual wages earned and paid. Claimant will pursue all available remedies against the Companies for their violations of the Labor Code on behalf of herself and all Non-Exempt Employees to the extent allowed by law.

**CIVIL PENALTIES FOR VIOLATION OF THE LABOR CODE
AND APPLICABLE IWC WAGE ORDER**

(Labor Code §§ 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699(f))

Labor Code § 210 provides that any person who fails to pay wages as provided in section 204 shall be subject to a civil penalty of \$100 for any initial violation for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation \$200 for each failure to pay each employee, plus 25 % if the amount unlawfully withheld, in addition to any other penalty.

For violations of Labor Code § 226(a), Labor Code § 226.3 imposes a civil penalty of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation.

Labor Code section 558 subjects an employer or any person acting on behalf of an employer who violates Labor Code Labor Code §§ 500-558, or any provision regulating the hours and days of work in any IWC Wage Order, to a civil penalty of \$50 for each underpaid employee for each pay period for which the employee was underpaid for any initial violation, and \$100 for

each underpaid employee for each pay period for which the employee was underpaid for each subsequent violation. Labor Code § 558.1(a) states that,

“[a]ny employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wage or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.”

Pursuant to Labor Code § 558.1(b), Labor Code § 558.1(a) is applicable to the owners, officers, directors, or managing agents of the employer.

For violations of Labor Code § 1174 subdivisions (c) and (d), Labor Code § 1174.5 imposes a civil penalty of \$500.

Similarly, Labor Code § 1197.1 subjects any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to § 203 as follows:

(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to § 1194.2, and any applicable penalties imposed pursuant to § 203. (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to § 1194.2, and any applicable penalties imposed pursuant to § 203. (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to § 203, recovered pursuant to this section shall be paid to the affected employee.

Labor Code § 2699(f) imposes a civil penalty of \$100 per pay period, per employee for the initial violation and \$200 per pay period, per employee for each subsequent violation for all Labor Code provisions for which a civil penalty is not specifically provided, including, but not limited

to, Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 1174(d), 1194, 1197, 1197.1, 1198, 2802 and relevant IWC Wage Orders.

As set forth above, the Companies violated the Labor Code and IWC Wage Order No. 5-2001 by failing to timely pay Claimant and all Non-Exempt Employees all regular, minimum, and/or overtime wages for all time actually worked; failing to timely pay all meal and/or rest period premium wages; failing to pay reporting time pay; failing to reimburse for necessary business expenses; failing to pay all wages due and owing upon the separation of employment; failing to furnish accurate itemized wage statements; and failing to maintain accurate employee records, as required under the Labor Code and the applicable sections of IWC Wage Order No. 5-2001. As a result, the Companies are liable for civil penalties under the Labor Code and Claimant will pursue all available remedies including, but not limited to, those stated herein, for the Companies' violations on behalf of herself and all Non-Exempt Employees to the extent allowed by law.

**ATTORNEYS' FEES, COSTS, INTEREST, LIQUIDATED DAMAGES AND
PENALTIES**

(Labor Code §§ 210, 218.5, 218.6, 226(e)(1), 226(h), 558, 1194, 1194.2, 1197.1, 2698 *et seq.*,
and 2802)

Labor Code §§ 210, 218.5, 218.6, 226(e)(1), 226(h), 558, 1194, 1194.2, 1197.1, 2802 and 2698 *et seq.*, among others, give employees, such as Claimant, the right to recover in a civil action the full amount of damages, liquidated damages and penalties, including interest thereon, as well as reasonable attorneys' fees and costs.

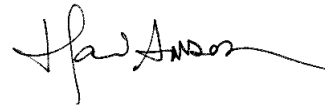
Under Labor Code § 2699(g)(1) an aggrieved employee, such as Claimant, is entitled to an award of reasonable attorney's fees and costs. Accordingly, the Companies are liable for these items. Claimant has already incurred actual damages, costs and attorney's fees and she will continue to incur such costs as a result of the Companies' unlawful actions. Claimant will pursue all available remedies against the Companies, including those provided under the PAGA, on behalf of herself and other Non-Exempt Employees to the extent permitted by California law for the violations of law described herein and those that may be later discovered.

CONCLUSION

Based on the foregoing, the Companies have violated the Labor Code and IWC Wage Order No. 5-2001, thereby depriving Claimant and other Non-Exempt Employees of the rights and protections afforded to them. Claimant has satisfied the prerequisites of the PAGA to serve as a representative of all Non-Exempt Employees, the general public, and the state of California in order to enforce California labor laws and to seek civil penalties for the provisions set forth herein, as well as those which may be later discovered.

Accordingly, if the California agency declines to intervene or act within the time prescribed by the PAGA, Claimant may elect to initiate and/or amend a civil action, on behalf of herself and all other Non-Exempt Employees, as permitted by the PAGA.

Sincerely,

A handwritten signature in black ink, appearing to read 'Hali Anderson', with a long horizontal flourish extending to the right.

Hali Anderson



April 17, 2021

Dear Reference 34989 00001 Edwards Absolute Senior JG:

The following is in response to your request for proof of delivery on your item with the tracking number:
9414 8118 9876 5896 3205 26.

Item Details

Status:	Delivered, Front Desk/Reception/Mail Room
Status Date / Time:	April 16, 2021, 10:45 am
Location:	SAN JOSE, CA 95117
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic
Recipient Name:	LSOUSOU LLC

Shipment Details

Weight:	5.0oz
----------------	-------

Recipient Signature

Signature of Recipient:

Address of Recipient:

APR 19 10:45 AM
Pam
WJG

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

Electronic Delivery Confirmation™

USPS CERTIFIED MAIL™

Graham Hollis APC.
3555 5TH AVE STE 200
SAN DIEGO CA 92103-5057

USPS CERTIFIED MAIL



9414 8118 9876 5896 3205 26

ELSOUSOU LLC
c/o Nicholas Elsousou, Agent for Service of Pro
4125 BLACKFORD AVE STE 205
SAN JOSE CA 95117-1705

\$7.15 US POSTAGE
FIRST-CLASS
Apr 13 2021
Mailed from ZIP 92103
5 oz First-Class Mail Flats Rate

11923275



062S0012913542



Reference	34989-00001 Edwards Absolute Senior JG
USPS #	9414811898765896320526
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your item was delivered to the front desk, reception area, or mail room at 10:45 am on April 16, 2021 in SAN JOSE, CA 95117.
USPS History	Departed USPS Regional Destination Facility, 04/15/2021, 10:19 pm, SAN JOSE CA DISTRIBUTION CENTER Arrived at USPS Regional Destination Facility, 04/15/2021, 2:37 pm, SAN JOSE CA DISTRIBUTION CENTER Arrived at USPS Regional Origin Facility, 04/14/2021, 10:43 pm, SAN DIEGO CA DISTRIBUTION CENTER USPS in possession of item, April 14, 2021, 12:11 pm, SANTEE, CA 92071 Shipping Label Created, USPS Awaiting Item, April 13, 2021, 11:05 pm, SAN DIEGO, CA 92103

Electronic Delivery Confirmation Report © 2021 Certified Mail Envelopes, Inc. All rights reserved.

The data collected for this mail label was authored and reported by The United States Postal Service USPS. Copies are available from your Post Office or online at www.USPS.com. USPS Certified Mail™ is a registered trademark of The United States Postal Service. All rights reserved.

Report Design Copyright 2021 Certified Mail Envelopes, Inc. www.Certified-Mail-Labels.com www.Certified-Mail-Envelopes.com

Date Verified: 04/17/2021 (UTC)



April 17, 2021

Dear Reference 34989 00001 Edwards Absolute Senior JG:

The following is in response to your request for proof of delivery on your item with the tracking number:
9414 8118 9876 5896 3200 90.

Item Details

Status:	Delivered, Front Desk/Reception/Mail Room
Status Date / Time:	April 16, 2021, 10:45 am
Location:	SAN JOSE, CA 95117
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic
Recipient Name:	ons

Shipment Details

Weight:	5.0oz
----------------	-------

Recipient Signature

Signature of Recipient:

Address of Recipient:

APR 19 10:45 AM
Pam
WJG

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

Electronic Delivery Confirmation™

USPS CERTIFIED MAIL™

Graham Hollis APC.
3555 5TH AVE STE 200
SAN DIEGO CA 92103-5057

USPS CERTIFIED MAIL



9414 8118 9876 5896 3200 90

Absolute Senior Solutions
Absolute Senior Solutions
4125 BLACKFORD AVE STE 205
SAN JOSE CA 95117-1705

\$7.15 US POSTAGE
FIRST-CLASS
Apr 13 2021
Mailed from ZIP 92103
5 oz First-Class Mail Flats Rate

11923275



062S0012913542



Reference	34989-00001 Edwards Absolute Senior JG
USPS #	9414811898765896320090
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your item was delivered to the front desk, reception area, or mail room at 10:45 am on April 16, 2021 in SAN JOSE, CA 95117.
USPS History	Departed USPS Regional Destination Facility, 04/15/2021, 11:17 pm, SAN JOSE CA DISTRIBUTION CENTER Arrived at USPS Regional Destination Facility, 04/15/2021, 2:37 pm, SAN JOSE CA DISTRIBUTION CENTER Arrived at USPS Regional Origin Facility, 04/14/2021, 10:41 pm, SAN DIEGO CA DISTRIBUTION CENTER USPS in possession of item, April 14, 2021, 12:11 pm, SANTEE, CA 92071 Shipping Label Created, USPS Awaiting Item, April 13, 2021, 10:59 pm, SAN DIEGO, CA 92103

Electronic Delivery Confirmation Report © 2021 Certified Mail Envelopes, Inc. All rights reserved.

The data collected for this mail label was authored and reported by The United States Postal Service USPS. Copies are available from your Post Office or online at www.USPS.com. USPS Certified Mail™ is a registered trademark of The United States Postal Service. All rights reserved.

Report Design Copyright 2021 Certified Mail Envelopes, Inc. www.Certified-Mail-Labels.com www.Certified-Mail-Envelopes.com

Date Verified: 04/17/2021 (UTC)