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14 Attorneys for Plaintiff
15 GONZALO G. ORDONES SOCOP, individually,
16 and on behalf of all others similarly situated

17
18 SUPERIOR COURT OF THE STATE OF CALIFORNIA
19
20 FOR THE COUNTY OF LOS ANGELES — SPRING STREET COURTHOUSE
21

22 GONZALO G. ORDONES SOCOP, an
23 individual, on behalf of himself and all others
24 similarly situated,

25 Plaintiff,

26 vs.

27 MIRACLE MILE PROPERTIES, LP, a limited
28 partnership; MIRACLE MILE PROPERTIES,
INC., a corporation; PARKWOOD KNOLL
APARTMENTS, a business entity, form
unknown; DECISIONHR, INC., a corporation;
DECISIONHR I, INC., a corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 21STCV32715

[Assigned for all purposes to the
Honorable Laura A. Seigle, Dept. SS17]

**DECLARATION OF DALIA KHALILI IN
SUPPORT OF PLAINTIFF'S MOTION
FOR APPROVAL OF PAGA
SETTLEMENT**

Date: January 24, 2025
Time: 9:00 a.m.
Dept.: SSC-7

Action Filed: September 3, 2021
FAC Filed: January 24, 2022
Trial Date: Not Set

1 September 3, 2021, is attached hereto as **Exhibit B**.

2 5. On September 8, 2021, Plaintiff gave an amended written notice to Defendant, Miracle
3 Mile Properties, Inc., Parkwood Knoll Apartments, and DecisionHR. A true and correct copy of this
4 September 8, 2021 correspondence is attached hereto as **Exhibit C**. The LWDA did not provide
5 notice to my firm that it intended to investigate the alleged violations.

6 6. On January 24, 2022, Plaintiff amended the complaint to allege a single cause of action
7 under PAGA based upon alleged violations of the Labor Code and IWC Wage Order, and to add two
8 additional defendants: DecisionHR, Inc. and DecisionHR I, Inc. The Court granted Plaintiff's request
9 for dismissal of class allegations on March 25, 2022. The Court granted Plaintiff's request for
10 dismissal of defendants DecicionHR, Inc. and DecisionHR I, Inc. with prejudice on November 9,
11 2023. Plaintiff requested to dismiss DecisionHR, Inc. and DecisionHR I, Inc. because the claims
12 against them were outside of the statute of limitations since Plaintiff's relationship with DecisionHR,
13 Inc. ended in December 2019, and Plaintiff did not file the notice of the PAGA violations to the Labor
14 & Workforce Development Agency with respect to DecisionHR, Inc. until September 8, 2021.
15 Plaintiff intends to file requests for dismissal of Parkwood Knoll Apartments and Miracle Mile
16 Properties, Inc. concurrently with this motion because they are not registered business entities with
17 California's Secretary of State. A true and correct copy of Plaintiff's First Amended Complaint
18 ("FAC") filed on January 24, 2022, is attached hereto as **Exhibit D**.

19 7. On August 29, 2022, the Court granted Defendant's motion to compel arbitration of
20 Plaintiff's individual PAGA claim. The Court ordered this action stayed as to Plaintiff's representative
21 PAGA claim until the conclusion of the parties' arbitration proceedings. On September 19, 2023,
22 Plaintiff initiated arbitration for Plaintiff's individual PAGA claim, and arbitrator Hon. Victor H.
23 Persón (Ret.) with ADR Services, Inc. was selected as the Arbitrator on September 26, 2023. On
24 December 7, 2023, Plaintiff and Defendant attended the first Arbitration Management Conference.

25 **Discovery and Investigation**

26 8. Prior to mediation, my office received timekeeping and payroll data for approximately
27 219 non-exempt employees for the time period of September 13, 2020 through March 9, 2024. My
28 office hired a data expert to analyze the data, which consisted of timekeeping records for 101,166 shifts.

1 The analysis of the data expert assisted my office in preparing a model of the potential civil penalties
2 prior to the mediation. The expert extrapolated the data to the time period of June 30, 2020 to April 25,
3 2024. In addition, Defendant produced relevant written wage-and-hour policies and procedures. Based
4 on this discovery and investigation, my office was able to act intelligently and effectively in negotiating
5 the Settlement.

6 Settlement Negotiations

7 9. On April 25, 2024, the Parties participated in a private mediation with Jeffrey
8 Fuchsman. After continued arms-length conversations with the mediator, on June 28, 2024, the
9 parties accepted a mediator's proposal to resolve the Action, subject to the parties entering into a
10 comprehensive written settlement agreement.

11 10. On October 7, 2024, the Parties fully executed a PAGA Settlement Agreement
12 ("Settlement Agreement" or "Settlement"). A true and correct copy of the Settlement Agreement is
13 attached hereto as **Exhibit E**.

14 11. On November 19, 2024, the Parties fully executed an Amendment to PAGA
15 Settlement Agreement ("Amended Settlement Agreement" or "Settlement"). A true and correct copy
16 of the Amended Settlement Agreement is attached hereto as **Exhibit F**.

17 Amount in Controversy and Risks Associated with Proceeding with the Action

18 12. My office calculated the maximum potential civil penalties against Defendant to be
19 approximately \$5,359,319 and believes this amount will be the maximum exposure in an
20 "everything goes right" scenario if the case proceeded to trial. This estimate is based on an analysis
21 of the timekeeping and payroll data produced by Defendant. Defendant's counsel estimates that
22 there are approximately **231 Aggrieved Employees** who worked **12,853 PAGA Pay Periods**.¹ A
23 detailed explanation of my office's valuation is set forth below:

24 ///

25 _____
26 ¹ The Settlement Agreement inadvertently states there are 150 Aggrieved Employees.
27 Settlement ¶ 4.1. Plaintiff's declaration states there are 239 Aggrieved Employees because that was
28 the approximate number MLG had at the time of preparing Plaintiff's declaration. Since that time, my
office has received additional information that the aggrieved employee count is approximately 231.

Failure to Provide Meal Periods (Labor Code §§ 512, 226.7)

Number of Pay Periods	12,853
Initial PAGA Penalty	\$100
Violation Rate	56.2%
Total Penalties	\$722,339

Failure to Provide Rest Periods (Labor Code § 226.7)

Number of Pay Periods	12,853
Initial PAGA Penalty	\$100
Violation Rate	75%
Total Penalties	\$963,975

Failure to Pay Overtime Wages (Labor Code § 510)

Number of Pay Periods	12,853
Initial PAGA Penalty	\$100
Violation Rate	35%
Total Penalties	\$449,855

Failure to Pay Minimum Wages (Labor Code § 1194)

Number of Pay Periods	12,853
Initial PAGA Penalty	\$100
Violation Rate	50%
Total Penalties	\$642,650

Failure to Furnish Accurate Itemized Wage Statements (Labor Code § 226(a))

Number of Pay Periods	12,853
Initial PAGA Penalty	\$100
Violation Rate	100%
Total Penalties	\$1,285,300

Failure to Reimburse Business Expenses (Labor Code § 2802)

Number of Pay Periods	12,853
Initial PAGA Penalty	\$100
Violation Rate	100%
Total Penalties	\$1,285,300

Failure to Pay All Wages to Discharged and Quitting Employees Labor Code §§ 201-203

PAGA Penalty	
Number of Former Employees	99
PAGA Penalty	\$100
Violation Rate	100%
Number of Lab. Code Violations	1
Pay Periods Per Employee	1
Total PAGA Penalties	\$9,900

Total PAGA Penalties: \$5,359,319

13. In reaching the Settlement, my office looked at various factors, including significant risks in proceeding with litigation. Plaintiff risked the Court finding merit in Defendant's affirmative defenses. My office recognizes that proving liability and PAGA penalties at trial would be an expensive, time-consuming, and extremely uncertain proposition. Moreover, continued litigation would very likely reduce and substantially delay any recovery to the state and the Aggrieved Employees. Even if Plaintiff were to obtain a favorable judgment at trial, Defendant would likely appeal the judgment, which would further delay any recovery. Additionally, this area of the law is constantly evolving, creating uncertainty for employees.

14. My office also considered the reality that courts have discretion to substantially reduce any award of civil penalties on the grounds that "to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory," pursuant to Labor Code § 2699(e)(2).

15. Further, while Plaintiff and MLG remain confident in the merits of the case, a legitimate controversy exists as to each predicate Labor Code claim. For example, Plaintiff contends that, due to Defendant's practices, Aggrieved Employees did not regularly receive timely, uninterrupted meal and rest periods and were not paid all wages owed. On the other hand, Defendant contends that Aggrieved Employees received meal and rest periods and were paid for all hours worked. Defendant further contends that it maintained lawful meal and rest break policies. Defendant also contends there were no daily overtime violations because of a valid alternative workweek schedule. As a result, Defendant contends that, throughout the PAGA Period, it complied with applicable California law.

16. In evaluating the claims and the proposed settlement, Plaintiff's Counsel took these

1 factors into consideration, as well as Defendant's defenses to the underlying causes of action, the
2 unsettled state of the law, and the risks and costs of continued litigation. The Settlement obviates all
3 of these risks.

4 17. Indeed, because of the proposed Settlement, the State of California and the Aggrieved
5 Employees will receive timely relief and avoid the risk of an unfavorable judgment. The Net
6 Settlement Amount is currently estimated to be approximately \$287,068.60, if the Court approves
7 the requested attorneys' fees and costs, enhancement award to Plaintiff, and settlement
8 administration costs. The Settlement provides a substantial benefit to the State of California, with
9 the LWDA receiving approximately \$215,301.45 as 75 percent of the Net Settlement Amount to
10 assist with the enforcement of labor laws.² The Settlement also provides a substantial benefit to the
11 Aggrieved Employees, who will share approximately \$71,767.15 as 25 percent of the Net Settlement
12 Amount. Based thereon, it is currently estimated that each Aggrieved Employee, on average, will
13 receive an Individual PAGA Payment of approximately \$310.68 as part of the Settlement.
14 Furthermore, the Gross Settlement Amount of \$480,000.00 is significant enough to deter Defendant
15 from future violations, creating a disincentive for Defendant to engage in unlawful business
16 practices.

17 18. Considering the risks of continued litigation, the burdens of proof necessary to
18 establish liability, the unsettled state of the law, the possibility that the Court would reduce an award
19 of civil penalties, and the probability of appeal of a favorable judgment, it is clear that the non-
20 reversionary settlement amount of \$480,000.00 is fair, adequate, and reasonable in light of PAGA's
21 purpose to remediate present labor law violations, to deter future violations, and to maximize
22 enforcement of the California Labor Code. Plaintiff objectively and knowledgeably balanced the
23 strengths and weaknesses of his claims against the risk of continued litigation and was able to
24 determine a realistic range of settlement recovery for PAGA penalties. Although Plaintiff and my
25 office were prepared to continue to litigate through trial and a possible appeal, we support the

26
27 ² Plaintiff's declaration states approximately \$215,397.86 will go to the LWDA because that
28 was the approximate number MLG had at the time of preparing Plaintiff's declaration.

1 proposed Settlement as being in the best interests of the Aggrieved Employees and the State of
2 California.

3 **Service Payment to Plaintiff**

4 19. The Settlement provides that Plaintiff shall receive a Service Payment not to exceed
5 Ten Thousand Dollars (\$10,000.00) in recognition of his efforts and risks in prosecuting the Action.
6 The payment is intended to recognize the substantial time and effort that Plaintiff expended on
7 behalf of the State of California and the Aggrieved Employees. Throughout this litigation, Plaintiff
8 cooperated with my office and took actions to protect the interests of the State and the Aggrieved
9 Employees. Plaintiff provided valuable information regarding potential witnesses and Defendant's
10 alleged Labor Code violations. Plaintiff kept informed of the developments in the case and
11 participated in decisions concerning the lawsuit and settlement. The information and documentation
12 provided by Plaintiff was instrumental in establishing the wage and hour violations alleged in the
13 complaint, and the recovery provided for in the Settlement Agreement would have been impossible
14 to obtain without his active participation.

15 20. Plaintiff faced many risks in bringing the Action. Plaintiff assumed the expense and
16 risk in prosecuting this matter and considered the best interests of the State of California and
17 Aggrieved Employees rather than his personal interests in agreeing to mediate and settle the Action.
18 Without the effort and risks taken by Plaintiff, the LWDA and the Aggrieved Employees likely
19 would not have received any financial benefit. Because of Plaintiff's efforts, the State of California
20 and approximately 231 Aggrieved Employees will now recover civil penalties for the wage and hour
21 violations they may never have known about on their own or been willing to pursue on their own. If
22 each Aggrieved Employee attempted to pursue civil penalties individually, each person would have
23 been required to expend a significant amount of his or her own monetary resources and time.
24 Plaintiff's willingness to assume the financial risk is significant, as California law provides that the
25 losing party must pay the prevailing party's costs. As such, if Plaintiff would not have prevailed in
26 this case, Defendant could have attempted to recover a cost award in the amount of several
27 thousands of dollars. Additionally, as a result of filing a representative PAGA action against his
28 employers, Plaintiff may face reputational risk among potential future employers that could

adversely impact his future job opportunities because he may be viewed as litigious by certain prospective employers. This is a significant concern.

21. In short, the Action would not have been possible without the aid of Plaintiff, who put his own time and effort into the litigation, sacrificed the value of his own individual claims, and placed himself at risk for the sake of the other Aggrieved Employees and the State of California. By actively prosecuting the Action, Plaintiff furthered PAGA's purpose of enforcing the State's labor laws. The result of the Settlement is excellent and it will provide substantial penalties to the State of California to enforce the California Labor Code and to deter future violations. The requested service payments do not significantly reduce the total amount of the net settlement fund.

22. Furthermore, as part of the Settlement, Plaintiff has agreed to a general release of all claims against the Released Parties and a waiver of California Civil Code § 1542.

23. For these reasons, I believe that an enhancement award in the amount of \$10,000.00 to Plaintiff is fair and reasonable to compensate Plaintiff for his active participation in the Action, the risks he faced, and his general release of all claims.

24. I am not aware of any conflict of interest between Plaintiff and the Aggrieved Employees or the Settlement Administrator.

Attorneys' Fees

25. The Settlement provides for attorneys' fees to PAGA Counsel in an amount up to one-third of the Gross Settlement Amount, for a maximum fee award of \$160,000.00.

26. Based on my extensive experience in wage and hour class actions and PAGA actions, I am informed and believe that the attorneys' fees provision in the Settlement Agreement is reasonable. The fee percentage requested is less than that charged by my office for other employment cases, and it is in line with the one-third recovery that was recognized as standard for class actions in the *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545. The efforts of PAGA Counsel have resulted in substantial benefits to the State and Aggrieved Employees in the form of a significant settlement fund established to assist with the enforcement of labor laws and to deter future Labor Code violations. On information and belief, without the efforts of PAGA Counsel, the claims alleged in the Action would likely have gone without penalties being imposed. My office invested significant time and resources in

1 the case over the course of over three years with payment deferred to the end, and then, of course,
2 contingent on the outcome.

3 27. The efforts expended by my firm in prosecuting the Action to achieve the excellent
4 result on behalf of the State and the Aggrieved Employees include, but are not limited to, the
5 following: interviewing Plaintiff and reviewing documents provided by Plaintiff; drafting two PAGA
6 notice letters on behalf of Plaintiff; drafting the complaint and First Amended Complaint; opposing
7 Defendant's Motion to Compel Arbitration; initiating arbitration and attending an Arbitration
8 Management Conference; attending numerous court hearings and status conferences; propounding
9 discovery on behalf of Plaintiff; meeting and conferring with Defendant's counsel to obtain relevant
10 documents and information; reviewing time and payroll records and other employment records
11 produced by Defendant; retaining a data expert to analyze voluminous time records and corresponding
12 payroll data; performing legal research regarding Plaintiff's claims; drafting a mediation brief and
13 preparing a damages analysis; attending a private mediation session; communicating with the mediator
14 regarding further settlement discussions; negotiating, drafting, and revising the Settlement; and
15 drafting the Motion for Approval of PAGA Settlement and accompanying documents.

16 28. The amount of requested attorneys' fees is also reasonable based upon PAGA
17 Counsel's lodestar. As of the filing date, MLG's lodestar for the Action is **\$175,705.00**, which is
18 based upon **223.9 attorney hours** and **61.0 support staff hours** at customary hourly rates. All of the
19 hours were reasonable and necessary to achieve the excellent result on behalf of the State and the
20 Aggrieved Employees. This amount does not include any estimate of the time MLG will invest to
21 complete this case following approval. Based upon my experience, I estimate that MLG will spend
22 another 15-20 hours on this case, including preparing for and attending the hearing on the Motion for
23 Approval of PAGA Settlement, filing any supplemental papers with the Court in support of the
24 motion, monitoring the settlement administration process, and answering questions from Aggrieved
25 and the settlement administrator. We expect to have numerous Aggrieved Employees calling our
26 office to inquire about the settlement payments and to ask for further information. MLG also bears the
27 risk of taking whatever actions are necessary if Defendant fails to pay.

28 29. The regular and customary practice at MLG is for all attorneys to maintain electronic

time records setting forth the amount of time spent (rounded to the nearest one-tenth of an hour) on each task in each case, with explanatory descriptions of each task performed. My colleagues and I followed this practice throughout this litigation. To calculate my firm's lodestar for the Action, my bookkeeping department retrieved all of the attorney and support staff time records associated with the case. My office reviewed those records and exercised billing judgment in eliminating any time entries that may have been duplicative or inefficient. For example, my office excluded the time of all attorneys who billed fewer than five hours on the case. A table summarizing MLG's lodestar is as follows³:

Name	Year Admitted	Hours	Rate	Fees
Attorneys				
Matthew W. Gordon	2009	32.7	\$925	\$30,247.50
Max N. Sloves	2001	70.6	\$875	\$61,775.00
Erin R. Hutchins	2022	107.2	\$550	\$58,960.00
Rebecca E. Liu	2023	13.4	\$500	\$6,700.00
Current Legal Assistants	N/A	49.9	\$300	\$14,970.00
Former Legal Assistants	N/A	11.1	\$275	\$3,052.50
TOTAL LODESTAR:		284.9		\$175,705.00

30. MLG is a 22-attorney law firm that is actively and continuously practicing in employment litigation, almost exclusively representing employees in both individual and class actions in both state and federal courts throughout California.

31. MLG is qualified to handle this litigation because the firm is experienced in litigating Labor Code violations in individual actions, class actions, and PAGA actions. MLG has handled, and is currently handling, numerous wage and hour class action and PAGA representative action lawsuits.

32. MLG has been counsel in many cases which resulted in published appellate victories including two of the leading "me-too" witness cases in California, *Pantoja v. Anton* (2011) 198 Cal.App.4th 87 and *Meeks v. Autozone, Inc.* (2018) 24 Cal.App.5th 855. Other published appellate victories include *Ibarra v. Chuy & Sons Labor, Inc.* (Cal. Ct. App., June 18, 2024, No. 2D CIV.

³ The lodestar does not include my hours, including my time consulting on this matter from the time we initiated litigation to working on the instant declaration.

1 B329899) 2024 WL 3037693; *Argueta v. Worldwide Flight Servs., Inc.* (2023) 97 Cal.App.5th 822
2 (reversal of defense verdict in sexual harassment trial); *Davis v. Shiekh Shoes, LLC* (2022) 84
3 Cal.App.5th 956 (affirming order denying motion to compel arbitration); *Zuniga v. Alexandria Care*
4 *Center, LLC* (2021) 67 Cal.App.5th 871 (defense verdict in PAGA bench trial reversed); *Julian v.*
5 *Glenair* (2017) 17 Cal.App.5th 853; *ABM Industries Overtime Cases* (2017) 19 Cal.App.5th 277;
6 *Tellez v. Rich Voss Trucking, Inc.* (2015) 240 Cal. App. 4th 1052 (reversing order denying motion
7 for class certification); *Ventura v. ABM Industries Inc.* (2012) 212 Cal.App.4th 258; *Franco v.*
8 *Arakelian Enters., Inc.* (2012) 211 Cal.App.4th 314; *Fuentes v. AutoZone, Inc.* (2011) 200
9 Cal.App.4th 1221; and *Gutierrez v. California Commerce Club* (2010) 187 Cal.App.4th 969; *Franco*
10 *v. Athens Disposal Co., Inc.* (2009) 171 Cal. App.4th 1277. Unreported appellate victories include,
11 inter alia, *Miranda v. Guess Retail, Inc.* (Cal. Ct. App., June 25, 2024, No. B323439) 2024 WL
12 3158208; *Fredeen v. California Cemetery and Funeral Services, LLC* (Cal. Ct. App., June 11, 2024,
13 No. B326031) 2024 WL 2930024; *Morales v. Garfield Beach CVS, LLC* (Cal. Ct. App., Jan. 31,
14 2024, No. B312212) 2024 WL 356877 (affirming approval of class action and PAGA settlement);
15 *Gabourel v. Luxottica of America, Inc.* (9th Cir., Jan. 24, 2024, No. 23-55185), 2024 WL 260963
16 (affirming order denying motion to compel arbitration); *Brown v. Cedars-Sinai Medical Center* (Cal.
17 Ct. App., Dec. 6, 2023, No. B324446) 2023 WL 8442072 (affirming order denying petition to
18 compel arbitration); *Schwade v. South Pasadena Rehabilitation Center, LLC* (Cal. Ct. App., Dec. 5,
19 2023, No. B318644) 2023 WL 8414880 (reversing costs award to defendants in Labor Code action);
20 *Mendocino Farms Wage and Hour Cases* (Cal. Ct. App., Dec. 4, 2023, No. C096869) 2023 WL
21 8376119 (affirming approval of class action settlement); *Haaverson v. Tavistock Freebirds, LLC*
22 (Cal. Ct. App., Aug. 18, 2023, No. A164043) 2023 WL 5318401 (affirming attorney fee award in
23 PAGA case); *Madeira v. Converse, Inc.* (9th Cir., Aug. 16, 2023, No. 22-55161) 2023 WL 5275011
24 (reversing denial of class certification for regular rate of pay subclass); *Rojas v. Glenair, Inc.* (Cal.
25 Ct. App. Aug. 3, 2020) No. B302402, 2020 WL 4435156 (reversing order sustaining demurrer
26 without leave to amend under relation-back theory); *Navarro v. 4 Earth Farms, Inc.* (Cal. Ct. App.
27 Feb. 8, 2019) No. B284853, 2019 WL 493781 (affirming judgment in sexual harassment jury trial);
28 *Soto v. Superior Court of San Bernardino Cty.* (Cal. Ct. App. Sept. 9, 2019) No. E071920, 2019 WL

4254631 (writ issued); *Pauley v. CF Entertainment* (9th Cir. 2019) 773 F. App'x 357 (reversing order dismissing comedy writers' claims against their employer for violation of the Labor Code and against their union for breach of duty of fair representation); *Pauley v. CF Entertainment* (9th Cir. 2016) 646 F. App'x 498 (same); *Olivares v. Fountain Valley Regional Hospital and Medical Center* (Cal. Ct. App., Jan. 9, 2018) 2018 WL 330134 (affirming order denying motion to compel arbitration); *Christman v. Apple Am. Grp. II, LLC* (Cal. Ct. App. Oct. 4, 2017) No. B271937, 2017 WL 4402124 (affirming denial of motion to compel arbitration of PAGA claim); *Cacho v. Eurostar, Inc.*, No. S260295 (request for depublication of opinion granted by California Supreme Court); and *Starks v. Vortex Industries, Inc.*, No S264854 (same).

33. I am a Senior Associate Attorney and Chief Operating Officer at MLG. I received my undergraduate degree from the University of California, Los Angeles in 2002 and my J.D. from the University of California, College of the Law San Francisco (formerly University of California Hastings College of the Law) in 2007. I became a member of the State Bar of California in December 2007, and have been an active member in good standing continuously since then. I have extensive experience in both individual and class action matters. I represent employees in both California state and federal courts. I have prevailed in both bench and jury trials on employment matters that I have first-chaired. Most noteworthy was a \$2,500,000 judgment in a sexual harassment case that I obtained on behalf of two plaintiffs, *Juana Barba v. Blue Boys, Inc.*, Los Angeles Superior court Case No. BC352054. I was selected to the Southern California Super Lawyers Rising Stars list from 2015 to 2021. I also was selected to the Southern California Super Lawyers Rising Stars Up-and-Coming 50 Women from 2020 to 2021 as well as the Southern California Super Lawyers Rising Stars Up-and-Coming 100 for 2021. I was also recognized as a Southern California Super Lawyer for 2023 and 2024.

34. Matthew W. Gordon is a Senior Associate Attorney at MLG. Mr. Gordon graduated *summa cum laude* from Princeton University in 1995, and he was elected to Phi Beta Kappa. He received his J.D. from the University of California, Los Angeles School of Law in 2009. He became a member of the State Bar of California in December 2009, and he has been an active member in good standing continuously since then. Mr. Gordon has concentrated his practice exclusively in

1 employment litigation since he was admitted to the Bar. He has worked on numerous motions for
2 class certification in wage and hour cases and obtained approval of dozens of class action and
3 PAGA settlements. Mr. Gordon has argued two appeals in the California Courts of Appeal, both of
4 which resulted in decisions advancing workers' rights, including *Eda Sanchez Olivares v. Fountain*
5 *Valley Regional Hospital and Medical Center*, No. G053514, 2018 WL 330134 (Cal. Ct. App. Jan.
6 9, 2018)), a case in which the Court of Appeal affirmed the denial of a motion to compel arbitration
7 of a wage and hour class action, and *Tellez v. Rich Voss Trucking, Inc.* (2015) 240 Cal.App.4th
8 1052, a published opinion reversing the trial court's order denying class certification. Mr. Gordon
9 was selected to the Southern California Rising Stars list in 2016, 2017, 2018, and 2019, and he was
10 selected to Southern California Super Lawyers in 2024. Based on his skill and experience, Mr.
11 Gordon's 2024 hourly billing rate of \$925.00 is reasonable.

12 35. Max Sloves is an former associate attorney at MLG. Mr. Sloves graduated *cum laude*
13 from University of California, Santa Barbara in 1998 and graduated from the University of Southern
14 California Gould School of Law in 2001. Mr. Sloves was admitted to the California State Bar in
15 2001. Mr. Sloves' practice involved representing employees in all aspects of employment litigation.
16 He has handled numerous wage-and-hour cases and also represents employees in single-plaintiff
17 disputes. Based on his skill and experience, Mr. Sloves' 2024 hourly billing rate of \$875.00 is
18 reasonable.

19 36. Erin R. Hutchins is an associate attorney at MLG. Ms. Hutchins received her
20 undergraduate degree from the University of British Columbia in 2019 and graduated magna cum
21 laude from the University of California College of the Law, San Francisco (formerly UC Hastings)
22 in May 2022. Ms. Hutchins was admitted to the State Bar of California in December 2022, and she
23 has been an active member in good standing continuously since then. Ms. Hutchins began working
24 in litigation during the summer after her second year of law school in 2021, and she has been
25 practicing plaintiffs'-side employment law since May 2023. Based on her skill and experience, Ms.
26 Hutchins' 2024 hourly billing rate of \$550.00 is reasonable.

27 37. Rebecca E. Liu is an associate attorney at MLG. Ms. Liu received her undergraduate
28 degree from the University of Southern California in 2018 and graduated from the University of

1 California College of the Law, San Francisco (formerly UC Hastings) in 2023. Ms. Liu was admitted
2 to the California State Bar in December 2023. Since gaining admission to the California Bar, Ms.
3 Liu has focused her practice exclusively in employment litigation. She has handled wage-and-hour
4 cases and also represents employees in single-plaintiff disputes. Based on her skill and experience,
5 Ms. Liu's 2024 hourly billing rate of \$500.00 is reasonable.

6 38. The current billing rate for current MLG legal assistants is \$300.00, and for former
7 MLG legal assistants is \$275.00, which I believe is reasonable based on their skill and experience.
8 *See In re Linkedin User Priv. Litig.*, 309 F.R.D. 573, 591 (N.D. Cal. 2015) (reasonable rate for
9 litigation support staff from \$150 to \$240 in 2015).

10 39. My office requests the foregoing billable rates be applied in this case, as the rates are
11 more than reasonable in the Southern California legal market for attorneys who handle complex
12 class actions and PAGA actions involving hundreds of employees. Throughout my practice as an
13 attorney, I have become familiar with customary billing rates for attorneys of comparable
14 background, training, and experience as mine in California federal and state courts. I have obtained
15 knowledge of the prevailing hourly rates in the community for work of a similar nature and
16 complexity to the work in this case from a variety of sources, including: (a) my communications
17 with other employment law attorneys about their rates; (b) my familiarity with fee applications and
18 orders in other cases; (c) my independent research and knowledge of the prevailing market rates
19 based on fee requests of other counsel and my familiarity with rates charged in other law firms; and
20 (d) my independent reading and research of legal newspapers, journals, and treatises regarding law
21 firms' billing rates. Based on this information, I believe that MLG's current rates are fully
22 consistent with the market rate for attorneys with comparable expertise, experience, and
23 qualifications.

24 40. The hourly rates for MLG attorneys are commensurate with MLG's experience in
25 litigating complex cases. Indeed, MLG has been awarded fees by various courts based on MLG's
26 historical rates, including in the following cases:

27 A. In *De La Torre v. Precision Forging Dies, Inc., et al.*, Los Angeles County
28 Superior Court, Case No. 21STCV42058, the court awarded MLG attorneys' fees in granting

1 sanctions for discovery motions involving the following MLG attorney's 2023 hourly rate: Erin R.
2 Hutchins: \$500.

3 B. In *Reyna v. Westrock Company, et al.*, United States District Court for the
4 Northern District of California, Case No. 20-cv-01666-BLF, the court awarded MLG attorneys' fees
5 based on a lodestar cross-check involving the following MLG attorneys' 2024 hourly rates: Matthew J.
6 Matern: \$1,125; Max N. Sloves: \$875 ("The Court finds that ... Class Counsel's hourly rates are
7 reasonable and in line with rates prevailing in the community.").

8 C. In *Escamilla v. Ono Hawaiian BBQ*, Los Angeles County Superior Court, Case
9 No. BC651992, the court awarded MLG attorneys' fees based on a lodestar crosscheck, based in part
10 on the following 2023 hourly rates: Matthew J. Matern: \$1,075; Matthew W. Gordon: \$875; Max N.
11 Sloves: \$825 ("The Court finds that ... Class Counsel's hourly rates are reasonable and in line with
12 rates prevailing in the community.").

13 D. In *Sim v. Maddox Resources, Inc.*, Los Angeles County Superior Court, Case
14 No. 22STCV20798, the court awarded MLG attorneys' fees based on a lodestar cross-check involving
15 the following MLG attorneys' 2024 hourly rates: Launa Adolph: \$1,050; Dalia Khalili \$975; Julia Z.
16 Wells: \$725; Irina Kirnosova: \$725; Rebecca E. Liu: \$500 ("...Class Counsel's hourly rates are
17 reasonable and in line with rates prevailing in the community.").

18 E. In *Phan v. Marshall Medical Center*, El Dorado County Superior Court, Case
19 No. PC20190029, the court awarded MLG attorneys' fees based on a lodestar crosscheck, with the
20 application of a 4.76 multiplier, based in part on the following 2021 hourly rates: Matthew J. Matern:
21 \$975; Matthew W. Gordon: \$775; Vanessa M. Rodriguez: \$575.

22 F. In *Campos v. Borba Dairy Farms*, Merced County Superior Court, Case No.
23 19CV-03966, the court awarded MLG attorneys' fees based on a lodestar cross-check involving the
24 following MLG attorneys' 2021 hourly rates: Matthew J. Matern: \$975; Matthew W. Gordon: \$775;
25 and Vanessa M. Rodriguez: \$575.

26 G. In *Negrete v. ConAgra Foods, Inc.*, United States District Court for the Central
27 District of California Case No. 2:16-cv-00631-FMO-AJW, the Honorable Fernando M. Olguin
28 awarded MLG attorneys' fees based on a lodestar cross-check, with an approximate multiplier of 1.81,

1 which was supported by Matthew J. Matern's 2021 rate of \$975.00 per hour.

2 H. In *Ayard v. Kuni Redwood Motors, LLC*, Santa Clara Superior Court Case No.
3 20CV367003, the Honorable Drew C. Takaichi entered an order awarding MLG attorneys' fees based
4 on its lodestar, with the application of a 1.63 multiplier, and finding that the following 2021 hourly
5 rates "are reasonable and in line with rates prevailing in the community": Matthew J. Matern, \$975;
6 Matthew W. Gordon, \$775; Vanessa M. Rodriguez, \$575.

7 I. In *Cordova v. St. George Warehouse and Trucking Inc.*, LASC Case No.
8 20STCV04563, the Honorable Robert B. Broadbelt awarded MLG attorneys' fees based on Matthew
9 J. Matern's 2021 hourly rate of \$975, with application of a 2.01 multiplier, finding that MLG's rates
10 "are reasonable and in line with rates prevailing in the community."

11 J. In *Viamontes v. Adriana's Insurance Services, Inc.*, LASC Case No. BC502472,
12 the Honorable Kenneth R. Freeman awarded MLG attorneys' fees based in part on Matthew J.
13 Matern's hourly rate of \$975.

14 K. In *Lopez v. Kintetsu World Express (USA), Inc.*, LASC Case No. BC677417, the
15 Honorable Yvette M. Palazuelos awarded MLG attorneys' fees, finding that the requested fees were
16 "well-supported by the lodestar," which was based in part on Matthew J. Matern's 2021 hourly rate of
17 \$975, with application of a 1.49 multiplier.

18 L. In *Wilson v. Hydro Systems, Inc.*, LASC Case No. 19STCV41455, the
19 Honorable Daniel J. Buckley awarded MLG attorneys' fees based on its lodestar with the application
20 of a 3.0 multiplier, which was based in part on Matthew J. Matern's hourly rate of \$975 and Launa
21 Adolph's hourly rate of \$900.

22 M. In *Leon v. Bristol Farms*, LASC Case No. BC597687, the Honorable Elihu M.
23 Berle awarded MLG attorneys' fees based on its lodestar, with the application of a 1.06 multiplier,
24 finding that the following MLG attorneys' 2020 hourly rates are "reasonable and in line with rates
25 prevailing in the community": Matthew J. Matern: \$950; Matthew W. Gordon: \$725; and Vanessa M.
26 Rodriguez: \$525.

27 N. In *Ramirez v. Zepexco, Inc.*, Orange County Superior Court Case Number 30-
28 2019-01095469-CU-OE-CXC, the Honorable Randall J. Sherman entered an order awarding MLG

1 attorneys' fees based on its lodestar, with the application of a 1.208 multiplier, and finding that the
2 following 2020 hourly rates "are reasonable and in line with rates prevailing in the community":
3 Matthew J. Matern, \$950; Matthew W. Gordon, \$725; Vanessa M. Rodriguez, \$525.

4 O. In *Fan v. Delta Air Lines, Inc.*, United States District Court Case No. 2:19-cv-
5 04599-SVW-SS, the Honorable Stephen V. Wilson awarded MLG attorneys' fees with a multiplier of
6 1.78, finding that the following MLG attorneys' 2020 hourly rates were "appropriately justified":
7 Matthew J. Matern: \$950.00 and Matthew W. Gordon: \$725.00.

8 P. In *Kuhia v. California Supply, Inc.*, LASC Case No. BC668430, the Honorable
9 Daniel J. Buckley awarded MLG attorneys' fees based on the following 2019 billing rates: Matthew J.
10 Matern: \$925; Matthew W. Gordon: \$675; Vanessa Rodriguez: \$475.

11 Q. In *Ramos-Rios v. Encore Hospitality Services, LLC*, LASC Case No.
12 BC685624, the Honorable Daniel J. Buckley awarded MLG attorneys' fees based on its lodestar,
13 which was based on the following MLG attorneys' 2019 hourly rates: Matthew J. Matern: \$925;
14 Matthew W. Gordon: \$675; and Vanessa M. Rodriguez: \$475.

15 R. In *Garcia v. Clougherty Packing, LLC*, LASC Case No. BC620644, the
16 Honorable Elihu M. Berle awarded MLG attorneys' fees according to MLG's lodestar, which was
17 based on the following 2019 hourly rates: Matthew J. Matern: \$925; Matthew W. Gordon: \$675; and
18 Vanessa M. Rodriguez: \$475.

19 S. In *Espinoza v. Team Blaze*, LASC Case No. BC664645, the Honorable Carolyn
20 B. Kuhl awarded MLG attorneys' fees based on MLG's lodestar which was based on the following
21 2019 hourly rates: Matthew J. Matern: \$925; Matthew W. Gordon: \$675; and Vanessa M. Rodriguez:
22 \$475.

23 T. In *Lopez Contreras v. CoreCare III LP, et al.*, Orange County Superior Court,
24 Case No. 30-2016-00851086-CU-OE-CXC, the court awarded MLG attorneys' fees based on its
25 lodestar, which was based on the following MLG attorneys' 2019 hourly rates: Matthew J. Matern:
26 \$925; Matthew W. Gordon: \$675.

27 41. MLG's hourly rates are also in line with the rates approved in other cases. *See*
28 *Roberti v. OSI Sys., Inc.*, No. CV1309174MWFMRW, 2015 WL 8329916, at *7 (C.D. Cal. Dec. 8,

1 2015) (finding rates between \$525 and \$975 per hour reasonable); *Rodriguez v. County of Los*
2 *Angeles*, 96 F.Supp.3d 1012, 1023 (C.D. Cal. 2014) (approving attorney rates in 2014 from \$500 to
3 \$975); *Perfect 10, Inc. v. Giganews, Inc.*, No. CV 11-07098-AB SHX, 2015 WL 1746484, at *15-18
4 (C.D. Cal. Mar. 24, 2015), *aff'd*, 847 F.3d 657 (9th Cir. 2017) (finding hourly rates of \$825-\$930 for a
5 senior partner, \$350-\$690 for associates, and \$290 and \$240 for support staff—for work performed in
6 2011 and 2014—to be reasonable and prevailing market rates at that time).

7 42. Additionally, several courts have awarded MLG attorneys' fees in similar cases
8 based upon the common fund method:

9 A. In 2021, in the matter of *Petrelli v. Bakkavor Foods USA, Inc.*, LASC Case No.
10 BC595726, Judge Carolyn B. Kuhl awarded MLG's attorney fee request of one-third of the Maximum
11 Settlement Amount, finding that it is "reasonable under the common fund method."

12 B. In 2020, in the matter of *Lenard v. Buy Buy Baby, Inc.*, LASC Case No.
13 BC647134, Judge Maren E. Nelson awarded MLG's attorney fee request for one-third of the
14 Maximum Settlement Amount, stating that the request "is reasonable under the common fund
15 method."

16 C. In 2020, in the matter of *Morales v. Berkley Valley Convalescent Hospital, Inc.*,
17 LASC Case No. BC576116, Judge Daniel J. Buckley approved MLG's one-third fee request, finding
18 that it is "reasonable under the common fund method."

19 D. In 2020, in the matter of *Gunn v. Shimadzu Precision Instruments, Inc.*, LASC
20 Case No. BC719424, Judge Daniel J. Buckley approved MLG's fee request for 33.33% of the
21 Settlement Fund, finding that it is reasonable "as a percentage of the common fund."

22 E. In 2020, in the matter of *Arzmanians v. Wireless Advocates, LLC*, LASC Case
23 No. BC633344, Judge Amy D. Hogue found that MLG's requested fee "is reasonable under the
24 common fund...method[]."

25 43. PAGA Counsel also bear the risk of taking whatever actions are necessary if Defendant
26 fails to pay. In two recent cases, my firm spent over 500 hours post-final approval in efforts to collect
27 on behalf of the class.

28 44. My office took this case on a contingent basis and has put a substantial amount of time

1 and effort into litigating the claims, all while receiving no payment. Because of the significant amount
2 of attorney time devoted to this important case on behalf of approximately 231 Aggrieved Employees
3 and the State of California, my office was precluded from working on other employment cases over
4 the course of five years. The risk to my office has been very significant, given that, if the case was
5 unsuccessful, MLG would not have received any compensation for the hundreds of hours it spent
6 litigating the case and almost \$18,000.00 in expenses. For instance, in a pair of de-published opinions,
7 the Court of Appeal affirmed the trial court's order denying class certification in an action alleging
8 that the defendant failed to provide its restaurant workers with uninterrupted, 30-minute off-duty meal
9 breaks: *Hernandez v. Chipotle Mexican Grill, Inc.* (2012) 208 Cal.App.4th 1487 and *Hernandez v.*
10 *Chipotle Mexican Grill* (2010) 189 Cal.App.4th 751. Similarly, in *Gonzalez v. Officemax North*
11 *America* (C.D. Cal. Nov. 5, 2012) Nos. SACV F07-00452 JVS (MLGx) and CV 07-04839 JVS
12 MLGx) 2012 WL 5473764, at *4-5, the court issued an order denying certification of plaintiffs' meal
13 and rest break claims, finding that the reason any particular employee missed any particular break
14 required individualized fact finding. In each of these cases, my firm incurred over \$100,000 in costs
15 and expended over 5,000 hours in attorney time, only to have class certification denied. In *Villegas v.*
16 *Six Flags Entertainment Corp.* (Los Angeles Superior Court Case No. BC505344), the trial court
17 denied class certification in a case in which my firm expended over 2,500 hours and incurred costs
18 totaling over \$340,000.

19 45. Because most individuals cannot afford to pay for representation in litigation on an
20 hourly basis, Matern Law Group, PC represents virtually all of its employment law clients on a
21 contingency fee basis. Pursuant to this arrangement, we are not compensated for our time unless we
22 prevail at trial or successfully settle our clients' cases. Because the firm is taking the risk that we will
23 not be reimbursed for our time unless our client settles or wins his or her case, we cannot afford to
24 represent an individual employee on a contingency basis if, at the end of our representation, all we are
25 to receive is our regular hourly rate for services. It is essential that we recover more than our regular
26 hourly rate when we win if we are to remain in practice so as to be able to continue representing other
27 individuals in civil rights employment disputes.

28 46. The efforts of PAGA Counsel have resulted in substantial benefits to the State of

California and Aggrieved Employees in the form of a settlement fund established to penalize Defendant for the alleged violations, to deter future violations, to assist the LWDA with the enforcement of state labor laws, and to compensate Aggrieved Employees for, among other things, noncompliant meal and rest periods and overtime wages. I am informed and believe that, without the efforts of PAGA Counsel, the Labor Code violations alleged in the complaint would have gone without remedy.

PAGA Counsel's Litigation Costs

47. The Settlement provides for reimbursement of PAGA Counsel's litigation costs and expenses not to exceed \$20,000.00. MLG's current litigation costs in the Action total **\$17,854.44**. MLG expects to incur \$76.96 in future costs for the motion filing fee and filing fees for the request for dismissal of Miracle Mile Properties, Inc. and Parkwood Knoll Apartments for a total of \$17,931.40 in costs. All of these costs are reasonable expenses which a fee-paying client would ordinarily have to pay, were necessary to prosecute the Action, and were incurred for the benefit of the State of California and PAGA Members. The following table shows a breakdown of the costs incurred by MLG in this case:

Cost Description	Amount
Court Costs	\$5.00
Court Reporters	\$3,835.00
Document Service	\$2,010.84
Document Translation	\$430.00
Expert Services	\$4,480.00
Filing Fees	\$20.00
Initial Filing Fees	\$1,435.00
Mediation Fees	\$5,000.00
Postage	\$37.71
Process Service	\$511.73
Research Services	\$89.16
Total Current MLG Costs:	\$17,854.44
Projected Future Costs (Filing Fees)	\$76.96
Total Current and Projected MLG Costs:	\$17,931.40

48. I am not aware of any conflict of interest between MLG and the Aggrieved Employees.

///

49. The parties have agreed to use Phoenix Settlement Administrators as the third-party Settlement Administrator. No one at MLG has any financial interest in or otherwise has a relationship with Phoenix Settlement Administrators which would create a conflict of interest. Given the number of Aggrieved Employees and the scope of the duties to be performed by the Settlement Administrator, I believe that the settlement administration costs, which are estimated not to exceed \$5,000.00, are reasonable.

50. On November 26, 2024, my office submitted a copy of the proposed Settlement, Amended Settlement, the Motion for Approval of PAGA Settlement, and all supporting papers to the LWDA through its online portal. Attached hereto as **Exhibit G** is a true and correct copy of the November 26, 2024 auto-reply email from the California LWDA DIR PAGA Unit, confirming receipt of our submission of the proposed Settlement Agreement and other documents.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on November 26, 2024 at Redondo Beach, California.


DALIA KHALILI

EXHIBIT A



MATERN LAW GROUP, PC

1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
www.maternlawgroup.com
Tel: (310) 531-1900 | Fax: (310) 531-1901

April 27, 2021

Via Online Submission

California Labor & Workforce
Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

**Via Certified U.S. Mail – Return
Receipt Requested**

Miracle Mile Properties LP
4221 Wilshire Blvd., Suite 480
Los Angeles, California 90010

Miracle Mile Properties, Inc.
4221 Wilshire Blvd Suite 480
Los Angeles, CA 90010

Miracle Mile Properties, LP
5455 Wilshire Blvd., Suite 914
Los Angeles, California 90036

Parkwood Knoll Apartments
2680 E. Highland Ave.
Highland, California 92346

**Re: Notice Pursuant to California Labor Code § 2699.3
Employee: Gonzalo G. Ordones Socop**

To Whom It May Concern:

This office represents Gonzalo G. Ordones Socop (“Mr. Ordones”), who was previously employed by Miracle Mile Properties, LP, Parkwood Knoll Apartments, and other related entities (collectively, “MMP”). Pursuant to the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code § 2698, *et seq.*, this letter sets forth the specific provisions of the Labor Code and Industrial Welfare Commission (“IWC”) Wage Order No. 5-2001, which Mr. Ordones alleges MMP has violated, including the facts and theories to support the alleged violations. Please be advised that this letter constitutes written notice required by Labor Code § 2699.3, subdivisions (a)(1)(A) and (c)(1)(A) and may lead to immediate action against MMP in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against MMP. Enclosed please find a draft of Mr. Ordones’s proposed complaint, which is incorporated by reference into this notice. Under separate cover, our office is sending a check in the amount of \$75.00 to the Accounting Unit of the Department of Industrial Relations for the requisite filing fee, pursuant to Labor Code § 2699.3, subdivisions (a)(1)(B) and (c)(1)(B).

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This letter also serves as notice of Mr. Ordonez's demand for preservation and non-spoliation of evidence, requesting that all relevant documents and data be saved and that all electronic files and hard-copy documents that are related to Mr. Ordonez's employment and potential claims must be preserved, even without a court order.

Spoliation of evidence may result in legal claims for damages and monetary and evidentiary sanctions, including "adverse inference" jury instructions. Furthermore, intentional spoliation of evidence may carry criminal consequences pursuant to California Penal Code § 135.

We are investigating a potential class and representative action on behalf of MMP's current and former non-exempt employees in the State of California regarding, among other things, the following violations: failure to provide meal and rest periods to employees in violation of Labor Code §§ 226.7 and 512 and Wage Order No. 5-2001, §§ 11-12; failure to pay one additional hour of compensation at the employee's regular rate of compensation for each workday that a meal or rest period is not provided in violation of Labor Code § 226.7 and Wage Order No. 5-2001, §§ 11(B) and 12(B); failure to pay employees minimum wages for all hours worked in violation of Labor Code §§ 1194, 1197 and 1197.1 and Wage Order No. 5-2001, § 4; failure to pay employees overtime wages in violation of Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3; failure to timely pay employees all wages earned in violation of Labor Code § 204; willful failure to pay all wages due to discharged and quitting employees in violation of Labor Code §§ 201-203; failure to furnish accurate itemized wage statements to employees in violation of Labor Code § 226; failure to maintain required records pursuant to Labor Code §§ 226, 1174 and 1174.5 and Wage Order No. 5-2001, § 7; and unlawful deductions and withholdings from employees' wages in violation of Labor Code §§ 221, 223 and 224.

The allegations made by Mr. Ordonez on behalf of himself and all other similarly-situated current and former non-exempt employees of MMP in the State of California during the four years preceding the date of this notice are based on the following facts and theories: meal periods were less than thirty minutes, late (first meal periods starting after the fifth hour of work and/or second meal periods starting after the tenth hour), not given at all (including second meal periods after ten hours of work), or interrupted; rest periods were less than ten minutes, not provided, interrupted, and/or late; employees were not provided one hour of pay for each workday a meal period was not provided; employees were not provided one hour of pay for each workday a rest break was not authorized and permitted; and employees were not paid proper minimum and overtime wages for all hours worked as required by California law.¹ Given the overtime, meal period and rest period violations and Lumber Liquidators' failure to compensate its employees fully, as set forth above, employees' wage statements were inaccurate and failed to comply with California law. In short, Lumber Liquidators' unlawful employment practices and policies have deprived its employees of earned wages and other compensation.

¹ "[T]he statement that defendant has not provided its employees with proper rest periods states both the facts and the theory." *Gutierrez v. California Commerce Club, Inc.* (2010) 187 Cal.App.4th 969, 979 n.5.

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Failure to Provide Meal Periods

Pursuant to Labor Code §§ 226.7 and 512 and Wage Order No. 5-2001, § 11, an employer is required to provide meal periods to its employees. An employer must provide a meal period to any employee who works a shift of more than five (5) hours and a second meal period to any employee who works a shift of more than ten (10) hours. Furthermore, an employer must pay one extra hour of compensation for each workday a meal period is not provided.

If an employee is not relieved of all duty during a meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. A paid “on duty” meal period is permitted only when 1) the nature of the work prevents an employee from being relieved of all duty and 2) the parties have agreed in writing to on duty meal periods.

Mr. Ordonez and other aggrieved employees are non-exempt employees and are entitled to the protections of California Labor Code §§ 226.7 and 512 and Wage Order No. 5-2001, § 11. MMP failed to provide its employees timely and uninterrupted thirty-minute meal breaks. In fact, Mr. Ordonez’s and other aggrieved employees’ meal periods were short (less than thirty minutes), late (first meal periods after the fifth hour of work and second meal periods after the tenth hour), interrupted and/or missed. MMP consistently failed to provide Mr. Ordonez and other aggrieved employees meal breaks because Mr. Ordonez and other aggrieved employees were given too much work to perform to take meal breaks.

MMP further violated Labor Code § 226.7 and Wage Order No. 5-2001 by failing to compensate Mr. Ordonez and other aggrieved employees who were not provided with meal periods in accordance with California law one additional hour of pay at each employee’s regular rate of compensation for each workday a meal period was not provided.

Failure to Authorize and Permit Rest Periods

Pursuant to Labor Code § 226.7 and Wage Order No. 5-2001, § 12, an employer is required to provide rest periods to its employees. An employer must provide a ten (10) minute rest period for every four (4) hours worked or major action thereof which insofar as practicable shall be in the middle of each work period. Furthermore, an employer must pay one extra hour of compensation for each workday a rest period is not authorized and permitted.

Mr. Ordonez and other aggrieved employees were and are non-exempt employees and are entitled to the protections of Labor Code § 226.7 and Wage Order No. 5-2001. MMP failed to authorize and permit its employees to take required rest periods. Specifically, MMP maintained a policy or practice of not authorizing and permitting Mr. Ordonez and other aggrieved employees to take one 10-minute rest break for shifts 3.5-6.0 hours, a second rest break for shifts greater than 6 hours and less than or equal to 10 hours, and a third rest break for shifts in excess of 10 hours. MMP consistently failed to authorize and permit Mr. Ordonez and other similarly-situated individuals to take rest breaks because Mr. Ordonez and other similarly-situated individuals were given too much work to perform to take rest breaks. When Mr. Ordonez and other aggrieved employees were able to take rest breaks, MMP failed to authorize and permit Mr. Ordonez and

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other aggrieved employees to take their rest breaks in the middle of each work period insofar as practicable.

MMP further violated Labor Code § 226.7 and Wage Order No. 5-2001, § 12 by failing to pay Mr. Ordones and other aggrieved employees one additional hour of pay at each employee's regular rate of compensation for each workday a rest period was not authorized and permitted.

Failure to Pay Minimum Wages

Pursuant to Labor Code §§ 1194 and 1197 and Wage Order No. 5-2001, § 4, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

Mr. Ordones and other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 1194 and 1197 and Wage Order No. 5-2001, § 4. MMP failed to pay Mr. Ordones and other aggrieved employees minimum wages for all hours worked by, among other things: requiring, suffering or permitting Mr. Ordones and other similarly-situated individuals to work off-the-clock; requiring, suffering or permitting Mr. Ordones and other aggrieved employees to work through their meal breaks but not compensating them for this time; illegally and inaccurately recording time worked by Mr. Ordones and other aggrieved employees; failing to properly maintain Mr. Ordones's and other aggrieved employees' records; failing to provide accurate itemized wage statements to Mr. Ordones and other aggrieved employees for each pay period; and other methods to be discovered.

MMP's conduct violates Labor Code §§ 1194 and 1197 and Wage Order No. 5-2001, § 4.

Failure to Pay Overtime Wages

Pursuant to California Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3, an employer must compensate its employees for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive work day, with double time for all hours worked in excess of eight (8) hours on the seventh day of any workweek, or after twelve (12) hours in any workday.

Mr. Ordones and other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 510 and 1194 and Wage Order No. 5-2001. MMP failed to compensate Mr. Ordones and other aggrieved employees for all overtime hours worked as required under the foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half (1 ½) times or double the regular rate of pay as provided by Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3; requiring, suffering or permitting Mr. Ordones and other aggrieved employees to work off-the-clock; requiring, suffering or permitting Mr. Ordones and other aggrieved employees to work through meal periods but not compensating them for this time; illegally and inaccurately recording time worked by Mr. Ordones and other aggrieved employees; failing to properly maintain Mr. Ordones's and other aggrieved employees' records through falsifying hours worked; failing to

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provide accurate itemized statements to Mr. Ordonez and other aggrieved employees for each pay period; and other methods to be discovered.

In violation of California law, MMP has refused to perform its obligations to compensate Mr. Ordonez and other aggrieved employees for all wages earned and all hours worked. MMP's conduct violates Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3.

Failure to Timely Pay All Wages Earned

Pursuant to Labor Code § 204, an employer must pay its employees at least twice a month for all wages earned during the preceding pay period. Labor Code § 204 provides that labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. An employer using an alternate payday schedule must pay wages within seven calendar days of the end of the payroll period in which the wages were earned.

MMP failed to pay Mr. Ordonez and other aggrieved employees on their regularly scheduled payday for all work performed during the preceding pay period. Specifically, MMP required Mr. Ordonez and other aggrieved employees to work off-the-clock without compensation and required Mr. Ordonez and other aggrieved employees to work through required meal breaks without compensation. Additionally, MMP failed to pay Mr. Ordonez and other aggrieved employees premium wages owed for each workday a meal period was not provided and each workday a rest period was not authorized and permitted.

MMP also failed to pay Mr. Ordonez and other aggrieved employees for the overtime wages they earned in violation of Labor Code § 204. Labor Code § 204 requires an employer to pay overtime wages no later than the payday for the next regular payroll period following the payroll period in which the overtime wages were earned. MMP knew they were required to pay overtime wages, yet on many occasions failed to pay Mr. Ordonez and other aggrieved employees overtime wages on any payday.

Failure to Pay All Wages Due Upon Separation

Pursuant to Labor Code § 201, 202 and 203, an employer is required to pay all earned and unpaid wages to an employee upon separation. Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately. Pursuant to Labor Code § 202, an employer is required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 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 provides that if an employer willfully fails to pay, in accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the

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employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to thirty (30) days.

MMP willfully failed to pay accrued wages and other compensation to Mr. Ordonez and other aggrieved employees in accordance with Labor Code §§ 201 and 202. Because MMP required Mr. Ordonez and other aggrieved employees to work off-the-clock without compensation and through required meal breaks without compensation and failed to pay Mr. Ordonez and other aggrieved employees the premium wages for all meal periods which were not provided and all rest periods which were not authorized or permitted, MMP failed and continues to fail to pay the full earned and unpaid wages due to Mr. Ordonez and other aggrieved employees upon separation.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226 requires every employer to furnish each of its employees an accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (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 other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

MMP failed to provide Mr. Ordonez and other aggrieved employees with timely and accurate itemized wage statements in writing showing each employee's gross wages earned, total hours worked, the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, all deductions made, net wages earned, the inclusive dates of the period for which the employee is paid, the name and address of the legal entity or entities employing Mr. Ordonez and other aggrieved employees, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226 and Wage Order No. 5-2001, § 7.

Specifically, MMP had knowledge it was not providing its employees with proper meal and rest breaks; nevertheless, MMP knowingly failed to include in the wage statements the extra hour of compensation owed for each workday a meal break was not provided and each workday a rest break was not authorized and permitted. As a result, Mr. Ordonez and other aggrieved employees lost wages. In addition, MMP had knowledge it was requiring employees to work off-the-clock and was not properly compensating its employees for all hours worked, yet MMP knowingly failed to include this time worked in the wage statements. As a result, Mr. Ordonez and other aggrieved employees lost wages. MMP also did not properly calculate the regular rate of pay of Mr. Ordonez and other aggrieved employees. As a result, Mr. Ordonez's and other aggrieved employees' wage statements did not include all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

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Failure to Maintain Required Records

MMP failed to maintain records as required under Labor Code §§ 226 and 1174 and Wage Order No. 5-2001, § 7, including but not limited to the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each work period; and accurate itemized statements.

Specifically, MMP had knowledge it was not providing its employees with proper meal and rest breaks; nevertheless, MMP knowingly failed to include in the wage statements the extra hour of compensation owed for each workday a meal break was not provided and each workday a rest break was not authorized and permitted. In addition, MMP had knowledge it was requiring employees to work off-the-clock and was not properly compensating its employees for all hours worked, yet MMP knowingly failed to include this time worked in the regular rate of pay of aggrieved employees.

Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties

Labor Code § 2802(a) requires an employer to indemnify an 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. MMP failed to indemnify Mr. Ordonez and other aggrieved employees for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of MMP, including but not limited to expenses for cell phones, uniforms, travel-related expenses, and other employment-related expenses, in violation of Labor Code § 2802.

This notice is hereby given to MMP and any and all related and/or alter ego companies, corporations, partnerships, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under California law for any of the violations alleged herein as to any locations or employees who worked at any time in the State of California.

This notice is made on behalf of all persons who are, were, or will be non-exempt employees of MMP, or any related or alter-ego company, corporation, partnership, and/or business entity at any time on or after a date four years prior to the date of this letter in the State of California.

This notice shall be construed as extending without limitation to any past, present, future, or continuing violation of the Labor Code, the applicable IWC Wage Order, or any applicable regulation which might be discovered as a result of a reasonable and diligent investigation made pursuant to this notice.

This notice shall further represent Mr. Ordonez's reasonable attempt to settle his dispute with MMP prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal.

MATERN LAW GROUP, PC

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4th 553 (2004), this notice serves to apprise MMP of Mr. Ordonez's aforementioned grievances and the proposed remedies as detailed below, while affording MMP reasonable opportunity to meet Mr. Ordonez's demands.

Demand is hereby made that Employer shall agree, in writing received at this office no later than 30 calendar days from the postmark date of this notice, as follows:

1. MMP shall pay Mr. Ordonez and all other similarly-situated persons employed by MMP at any time during the past 48 months back pay and compensation for the above-referenced violations.

2. MMP shall comply with all California labor laws and ensure that its non-exempt employees are paid proper overtime compensation and given required meal and rest periods.

3. MMP shall conduct a survey or interview all current and former non-exempt employees in California during the past 48 months to obtain information from them regarding the number of meal breaks which were not provided, the number of rest breaks which were not authorized and permitted, and the number of employees who were required to pay for cell phones, uniforms, travel-related expenses or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.

4. MMP shall pay each employee one hour of pay for each workday he or she was not authorized and permitted one or more rest periods, as required by Labor Code § 226.7. MMP also shall pay each employee one hour of pay for each workday he or she was not provided one or more meal periods, as required by Labor Code § 226.7.

5. MMP shall reimburse those employees who were forced to pay for any business expenses incurred for Lumber Liquidators' benefit, including but not limited to cell phone, uniform, and travel-related expenses.

6. MMP shall pay waiting time penalties, equal to thirty days of pay, to each former employee who was not paid all wages due as described herein.

7. MMP shall pay accrued interest to all employees at the rate of ten percent per annum for said unpaid wages.

8. MMP shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code § 2698 *et seq.*, including but not limited to penalties under Labor Code §§ 206.5, 210, 225.5, 226.3, 558, 1174.5, 1182.12, 1197.1, 1198, 1199 and 2699 and Wage Order No. 5-2001, § 20.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please notify this office of that decision by certified mail addressed to Matern Law Group, PC, 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, California 90266. Additionally,

MATERN LAW GROUP, PC

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please advise us if the Agency or MMP require additional information regarding Mr. Ordonez's complaints.

Thank you for your prompt attention to this matter.

Very truly yours,

MATERN LAW GROUP, PC

A handwritten signature in purple ink, appearing to read 'MS', with a long horizontal flourish extending to the right.

Max Sloves, Esq.

EXHIBIT B

1 **MATERN LAW GROUP, PC**
2 Matthew J. Matern (SBN 159798)
3 Email: mmatern@maternlawgroup.com
4 Tagore O. Subramaniam (SBN 280126)
5 Email: tagore@maternlawgroup.com
6 Max N. Sloves (SBN 217676)
7 Email: msloves@maternlawgroup.com
8 1230 Rosecrans Avenue, Suite 200
9 Manhattan Beach, California 90266
10 Telephone: (310) 531-1900
11 Facsimile: (310) 531-1901

12 Attorneys for Plaintiff GONZALO G.
13 ORDONES SOCOP individually, and on
14 behalf of others similarly situated

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **COUNTY OF LOS ANGELES**

17 **GONZALO G. ORDONES SOCOP,**
18 individually, and on behalf of others similarly
19 situated

20 **Plaintiff,**

21 **vs.**

22 **MIRACLE MILE PROPERTIES, LP, a limited**
23 **partnership; MIRACLE MILE PROPERTIES,**
24 **INC., a corporation; PARKWOOD KNOLL**
25 **APARTMENTS, a business entity, form**
26 **unknown; and DOES 1 through 50, inclusive,**

27 **Defendants**

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

SEP 03 2021

Sherri R. Carter, Executive Officer/Clerk of Court
By: Tanya Herrera, Deputy

CASE NO.:

21STCV32715

COMPLAINT

CLASS ACTION:

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Maintain Required Records
7. Failure to Furnish Accurate Itemized Wage Statements
8. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
9. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION:

10. Penalties under the Labor Code Private Attorneys General Act, as Representative Action

DEMAND FOR JURY TRIAL

BY FAX

1 **INTRODUCTION**

2 PLAINTIFF GONZALO G. ORDONES SOCOP ("PLAINTIFF") an individual,
3 demanding a jury trial, on behalf of himself and other persons similarly situated, hereby alleges as
4 follows:

5 **JURISDICTION AND VENUE**

6 1. The Superior Court of the State of California has jurisdiction in this matter because
7 PLAINTIFF is a resident of the State of California, and Defendants MIRACLE MILE
8 PROPERTIES, LP, a limited partnership; MIRACLE MILE PROPERTIES, INC., a corporation;
9 PARKWOOD KNOLL APARTMENTS, a business entity, form unknown; and DOES 1 through
10 50, inclusive, (collectively "DEFENDANTS"), are qualified to do business in California and
11 regularly conduct business in California. Further, no federal question is at issue because the claims
12 are based solely on California law.

13 2. Venue is proper in this judicial district and the County of LOS ANGELES,
14 California because PLAINTIFF, and other persons similarly situated, performed work for
15 DEFENDANTS in the County of LOS ANGELES, DEFENDANTS maintain offices and
16 facilities and transact business in the County of LOS ANGELES, and because DEFENDANTS'
17 illegal payroll policies and practices which are the subject of this action were applied, at least in
18 part, to PLAINTIFF, and other persons similarly situated, in the County of LOS ANGELES.

19 **PLAINTIFF**

20 3. PLAINTIFF is a resident of the State of California and a former employee of
21 DEFENDANTS.

22 4. PLAINTIFF, on behalf of himself and other similarly situated current and former
23 non-exempt employees of DEFENDANTS in the State of California at any time during the four
24 years preceding the filing of this action, and continuing while this action is pending, brings this
25 class action to recover, among other things, wages and penalties from unpaid wages earned and
26 due, including but not limited to unpaid minimum wages, unpaid and illegally calculated overtime
27 compensation, illegal meal and rest period policies, failure to pay all wages due to discharged and
28 quitting employees, failure to indemnify employees for necessary expenditures and/or losses

1 incurred in discharging their duties, failure to provide accurate itemized wage statements, failure
2 to maintain required records, and interest, attorneys' fees, costs, and expenses.

3 5. PLAINTIFF brings this action on behalf of himself and the following similarly
4 situated class of individuals ("CLASS MEMBERS") all current and former non-exempt
5 employees of DEFENDANTS in the State of California at any time within the period
6 beginning four (4) years prior to the filing of this action and ending at the time this action
7 settles or proceeds to final judgment (the "CLASS PERIOD"). PLAINTIFF reserves the right
8 to name additional class representatives.

9 DEFENDANTS

10 6. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
11 MIRACLE MILE PROPERTIES, LP, a limited partnership, is and at all times relevant hereto was,
12 a limited partnership organized and existing under the laws of the State of Delaware.
13 PLAINTIFF is further informed and believes, and thereon alleges, that DEFENDANT MIRACLE
14 MILE PROPERTIES, LP, a limited partnership, is authorized to conduct business in the State of
15 California and does conduct business in the State of California. Specifically, DEFENDANT
16 MIRACLE MILE PROPERTIES, LP, a limited partnership, maintains offices and facilities and
17 conducts business in, and engages in illegal payroll practices or policies in, the County of LOS
18 ANGELES, State of California.

19 7. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
20 MIRACLE MILE PROPERTIES, INC., a corporation, is and at all times relevant hereto was, a
21 corporation organized and existing under the laws of the State of California. PLAINTIFF is
22 further informed and believes, and thereon alleges, that DEFENDANT MIRACLE MILE
23 PROPERTIES, INC., a corporation, is authorized to conduct business in the State of California,
24 and does conduct business in the State of California. Specifically, DEFENDANT MIRACLE
25 MILE PROPERTIES, INC., a corporation, maintains offices and facilities and conducts business
26 in, and engages in illegal payroll practices or policies in, the County of LOS ANGELES, State of
27 California.

28 ///

1 8. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
2 PARKWOOD KNOLL APARTMENTS, a business entity, form unknown, is and at all times
3 relevant hereto was, a business entity, form unknown, organized and existing under the laws of the
4 State of California. PLAINTIFF is further informed and believes, and thereon alleges, that
5 DEFENDANT PARKWOOD KNOLL APARTMENTS, a business entity, form unknown, is
6 authorized to conduct business in the State of California, and does conduct business in the State
7 of California. Specifically, DEFENDANT PARKWOOD KNOLL APARTMENTS, a business
8 entity, form unknown, maintains offices and facilities and conducts business in, and engages in
9 illegal payroll practices or policies in, the County of LOS ANGELES, State of California.

10 9. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
11 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious
12 names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant
13 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
14 that PLAINTIFF and CLASS MEMBERS' injuries and damages, as alleged herein, were
15 proximately caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the
16 court to amend this Complaint to allege their true names and capacities of such DOE Defendants
17 when ascertained.

18 10. At all relevant times herein, DEFENDANTS were the joint employers of
19 PLAINTIFF and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon allege,
20 that at all times material to this complaint DEFENDANTS were the alter egos, divisions,
21 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,
22 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
23 ostensible, of each other. Each Defendant was completely dominated by his, her or its co-
24 Defendant, and each was the alter ego of the other.

25 11. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed
26 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly
27 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them,
28 acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF

1 and CLASS MEMBERS all wages earned and due, through methods and schemes which include,
2 but are not limited to, failing to pay overtime premiums; failing to provide rest and meal periods;
3 failing to properly maintain records; failing to provide accurate itemized statements for each pay
4 period; failing to properly compensate PLAINTIFF and CLASS MEMBERS for necessary
5 expenditures; and requiring, permitting or suffering the employees to work off the clock, in
6 violation of the California Labor Code and the applicable Welfare Commission ("IWC") Orders.

7 12. PLAINTIFF is informed and believes, and thereon allege, that each and every one
8 of the acts and omissions alleged herein were performed by, and/or attributable to, all
9 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
10 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
11 and scope of said agency, employment and/or direction and control.

12 13. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
13 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any
14 provision regulating minimum wages or hours and days of work in any order of the Industrial
15 Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

16 14. As a direct and proximate result of the unlawful actions of DEFENDANTS,
17 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings
18 in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this
19 Court.

20 **CLASS ACTION DESIGNATION**

21 15. This action is appropriately suited for a Class Action because:

22 a. The potential class is a significant number. Joinder of all current and
23 former employees individually would be impractical.

24 b. This action involves common questions of law and fact to the potential
25 class because the action focuses on DEFENDANTS' systematic course of illegal payroll practices
26 and policies, which was applied to all non-exempt employees in violation of the Labor Code, the
27 applicable IWC wage order, and the Business and Professions Code which prohibits unfair
28 business practices arising from such violations.

1 c. The claims of PLAINTIFF are typical of the class because DEFENDANTS
2 subjected all non-exempt employees to identical violations of the Labor Code, the applicable
3 IWC wage order, and the Business and Professions Code.

4 d. PLAINTIFF is able to fairly and adequately protect the interests of all
5 members of the class because it is in his best interests to prosecute the claims alleged herein to
6 obtain full compensation due to them for all services rendered and hours worked.

7 **FIRST CAUSE OF ACTION**

8 **Failure to Provide Required Meal Periods**

9 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 5-2001, § 11]**

10 **(Against all DEFENDANTS)**

11 16. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
12 allegations in the foregoing paragraphs.

13 17. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
14 and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
15 required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than
16 the 30-minute meal period, or to work through them, and have failed to otherwise provide the
17 required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code
18 § 226.7, 512 and IWC Order No. 5-2001, § 11.

19 18. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage
20 Order No. 5-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were
21 not provided with a meal period, in accordance with the applicable wage order, one additional
22 hour of compensation at each employee's regular rate of pay for each workday that a meal period
23 was not provided.

24 19. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,
25 1197, and IWC Wage Order No. 5-2001 by failing to compensate PLAINTIFF and CLASS
26 MEMBERS for all hours worked during their meal periods.

27 20. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
28 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages

1 earned and due, interest, penalties, expenses, and costs of suit.

2 **SECOND CAUSE OF ACTION**

3 **Failure to Provide Required Rest Periods**

4 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 5-2001, § 12]**

5 **(Against all DEFENDANTS)**

6 21. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
7 allegations in the foregoing paragraphs.

8 22. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and
9 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
10 failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under
11 California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 5-2001, § 12.

12 23. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage
13 Order No. 5-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not
14 provided with a rest period, in accordance with the applicable wage order, one additional hour of
15 compensation at each employee's regular rate of pay for each workday that a rest period was not
16 provided.

17 24. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
18 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
19 earned and due, interest, penalties, expenses, and costs of suit.

20 **THIRD CAUSE OF ACTION**

21 **Failure to Pay Overtime Wages**

22 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001, § 3]**

23 **(Against all DEFENDANTS)**

24 25. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
25 allegations in the foregoing paragraphs.

26 26. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-
27 2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for
28 all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all

1 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the
2 first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in
3 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours
4 on the seventh consecutive day of work in any workweek.

5 27. PLAINTIFF and CLASS MEMBERS are current and former non-exempt
6 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage
7 Order No. 5-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate
8 PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the
9 foregoing provisions of the California Labor Code and IWC Wage Order by, among other things:
10 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by
11 California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-2001, § 3; requiring, permitting
12 or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or
13 suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; illegally
14 and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to
15 properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate
16 itemized wage statements to PLAINTIFF for each pay period; and other methods to be
17 discovered.

18 28. In violation of California law, DEFENDANTS have knowingly and willfully
19 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all
20 wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS
21 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
22 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
23 DEFENDANTS to fully perform their obligations under state law, all to their respective damages
24 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

25 29. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
26 1194, 1198 and IWC Wage Order No. 5-2001, § 3. Therefore, pursuant to California Labor Code
27 §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor
28 Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the

1 unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys'
2 fees, expenses, and costs of suit.

3 **FOURTH CAUSE OF ACTION**

4 **Failure to Pay Minimum Wages**

5 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 5-2001, § 4]**

6 **(Against all DEFENDANTS)**

7 30. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
8 allegations in the foregoing paragraphs.

9 31. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 5-
10 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
11 worked in a payroll period is unlawful.

12 32. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and
13 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,
14 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,
15 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest
16 breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS
17 worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to
18 provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay
19 period; and other methods to be discovered.

20 33. DEFENDANTS' conduct described herein violates California Labor Code §§
21 1194, 1197, and IWC Wage Order No. 5-2001, § 4. As a proximate result of the aforementioned
22 violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to
23 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1,
24 and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and
25 CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
26 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

27 ///

28 ///

1 **FIFTH CAUSE OF ACTION**

2 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

3 **[Cal. Labor Code §§ 201, 202, 203]**

4 **(Against all DEFENDANTS)**

5 34. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in the foregoing paragraphs.

7 35. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
8 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
9 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
10 and unpaid at the time of discharge are due and payable immediately.

11 36. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are
12 required to pay all accrued wages due to an employee no later than 72 hours after the employee
13 quits his or her employment, unless the employee provided 72 hours previous notice of his or her
14 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

15 37. California Labor Code § 203 provides that if an employer willfully fails to pay, in
16 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
17 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
18 compensation to the employee at the same rate for up to 30 workdays.

19 38. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued
20 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with
21 California Labor Code §§ 201 and 202.

22 39. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available
23 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,
24 together with interest thereon, as well as other available remedies.

25 40. As a proximate result of DEFENDANTS' unlawful actions and omissions,
26 PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount
27 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are
28 entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant

1 to California Labor Code §§ 1194 and 2699.

2 **SIXTH CAUSE OF ACTION**

3 **Failure to Maintain Required Records**

4 **[Cal. Labor Code §§ 226; IWC Wage Order No. 5-2001, § 7]**

5 **(Against all DEFENDANTS)**

6 41. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
7 allegations in the foregoing paragraphs.

8 42. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
9 and practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due,
10 DEFENDANTS knowingly and intentionally failed to maintain records as required under
11 California Labor Code §§ 226, 1174, and IWC Wage Order No. 5-2001, § 7, including but not
12 limited to the following records: total daily hours worked by each employee; applicable rates of
13 pay; all deductions; meal periods; time records showing when each employee begins and ends
14 each work period; and accurate itemized statements.

15 43. As a proximate result of DEFENDANTS' unlawful actions and omissions,
16 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
17 trial, and are entitled to all wages earned and due, plus interest thereon. Additionally,
18 PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including
19 but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5,
20 and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those
21 provided in California Labor Code § 226(e), as well as other available remedies.

22 **SEVENTH CAUSE OF ACTION**

23 **Failure to Furnish Accurate Itemized Wage Statements**

24 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 5-2001, § 7]**

25 **(Against all DEFENDANTS)**

26 44. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
27 allegations in the foregoing paragraphs.

28 45. During the CLASS PERIOD, DEFENDANTS routinely failed to provide

1 PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in
2 writing showing each employee's gross wages earned, total hours worked, all deductions made,
3 net wages earned, the name and address of the legal entity or entities employing PLAINTIFF and
4 CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the
5 corresponding number of hours worked at each hourly rate, in violation of California Labor Code
6 § 226 and IWC Wage Order No. 5-2001, § 7.

7 46. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed
8 to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage
9 statements in accordance with California Labor Code § 226(a).

10 47. As a proximate result of DEFENDANTS' unlawful actions and omissions,
11 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
12 trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and
13 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to
14 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of
15 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in
16 California Labor Code § 226(e), as well as other available remedies.

17 **EIGHTH CAUSE OF ACTION**

18 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of** 19 **Duties**

20 **[Cal. Labor Code § 2802]**

21 **(Against all DEFENDANTS)**

22 48. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
23 allegations in the foregoing paragraphs.

24 49. California Labor Code § 2802(a) requires an employer to indemnify an employee
25 for all necessary expenditures or losses incurred by the employee in direct consequence of the
26 discharge of his or her duties, or of his or her obedience to the directions of the employer.

27 50. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
28 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred

1 in direct consequence of the discharge of their duties while working under the direction of
2 DEFENDANTS, including but not limited to expenses for uniforms, cell phone usage, and other
3 employment-related expenses, in violation of California Labor Code § 2802.

4 51. As a proximate result of DEFENDANTS' unlawful actions and omissions,
5 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
6 trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to
7 California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are
8 entitled to all available statutory penalties and an award of costs, expenses, and reasonable
9 attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other
10 available remedies.

11 **NINTH CAUSE OF ACTION**

12 **Unfair and Unlawful Business Practices**

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

14 **(Against all DEFENDANTS)**

15 52. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
16 allegations in the foregoing paragraphs.

17 53. Each and every one of DEFENDANTS' acts and omissions in violation of the
18 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but
19 not limited to DEFENDANTS' failure and refusal to provide required meal periods,
20 DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure and
21 refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum
22 wages, DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting
23 employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements;
24 DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and
25 refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or
26 losses incurring in discharging their duties, constitutes an unfair and unlawful business practice
27 under California Business and Professions Code § 17200 et seq.

28 54. DEFENDANTS' violations of California wage and hour laws constitute a business

1 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over
2 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and
3 CLASS MEMBERS.

4 55. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
5 rest periods, and other benefits as required by the California Labor Code, the California Code of
6 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to
7 record, report, and pay the correct sums of assessment to the state authorities under the California
8 Labor Code and other applicable regulations.

9 56. As a result of DEFENDANTS' unfair and unlawful business practices,
10 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
11 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be
12 made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS
13 MEMBERS.

14 57. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and
15 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
16 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and
17 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.
18 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged
19 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
20 jurisdiction of this Court.

21 **TENTH CAUSE OF ACTION**

22 **Representative Action for Civil Penalties**

23 **[Cal. Labor Code §§ 2698–2699.5]**

24 **(Against All DEFENDANTS)**

25 58. PLAINTIFF incorporates herein by specific reference as though fully set forth the
26 allegations in all preceding paragraphs, with exception of the allegations in paragraph 13 and the
27 subparagraphs thereto.

28 59. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor

1 Code § 2699(c), and a proper representative to bring a civil action on behalf of himself and other
2 current and former employees of DEFENDANTS pursuant to the procedures specified in
3 California Labor Code § 2699.3, because PLAINTIFF and CLASS MEMBERS were employed
4 by DEFENDANTS and the alleged violations of the California Labor Code were committed
5 against PLAINTIFF and CLASS MEMBERS.

6 60. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
7 Labor Code §§ 2698–2699.5, PLAINTIFF and CLASS MEMBERS seeks to recover civil
8 penalties, including but not limited to penalties under California Labor Code §§ 2699, 210,
9 226.3, 558, 1174.5, 1197.1, and IWC Wage Order No. 5-2001, § 20, from DEFENDANTS in a
10 representative action for the violations set forth above, including but not limited to violations of
11 California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and
12 2802. PLAINTIFF and CLASS MEMBERS are also entitled to an award of reasonable attorneys’
13 fees and costs pursuant to California Labor Code § 2699(g)(1).

14 61. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on
15 April 27, 2021 by online filing to the California Labor and Workforce Development Agency
16 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the California
17 Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories
18 to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has
19 not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

20 62. Therefore, PLAINTIFF has complied with all of the requirements set forth in
21 California Labor Code § 2699.3 to commence a representative action under PAGA.

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PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, individually and on behalf of all other persons similarly situated, respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive, and each of them, as follows:

1. For compensatory damages in an amount to be ascertained at trial;
2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
3. For meal and rest period compensation pursuant to California Labor Code § 226.7 and IWC Wage Order No. 5-2001;
4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and from engaging in the unlawful business practices complained of herein;
6. For waiting time penalties pursuant to California Labor Code § 203;
7. For statutory and civil penalties according to proof, including but not limited to all penalties authorized by the California Labor Code §§ 226(e) and §§ 2698–2699.5;
8. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment interest;
9. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable provisions providing for attorneys' fees and costs;
10. For declaratory relief;
11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth Causes of Action as a class action;
12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's counsel as class counsel; and

///

1 13. For such further relief that the Court may deem just and proper.

2
3 DATED: September 2, 2021

Respectfully submitted,

4 **MATERN LAW GROUP, PC**

5
6 By:



Matthew J. Matern

Tagore O. Subramaniam

Max N. Sloves

Attorneys for Plaintiff

7 GONZALO G. ORDONES SOCOP,

8 individually, and on behalf of other persons

9 similarly situated

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DATED: September 2, 2021

MATERN LAW GROUP, PC

True Love !!

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EXHIBIT C



1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
www.maternlawgroup.com
Tel: (310) 531-1900 | Fax: (310) 531-1901

September 8, 2021

Via Online Submission

California Labor & Workforce
Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

**Via Certified U.S. Mail – Return
Receipt Requested**

Miracle Mile Properties LP
4221 Wilshire Blvd., Suite 480
Los Angeles, California 90010

Miracle Mile Properties, Inc.
4221 Wilshire Blvd Suite 480
Los Angeles, CA 90010

Miracle Mile Properties, LP
5455 Wilshire Blvd., Suite 914
Los Angeles, California 90036

Parkwood Knoll Apartments
2680 E. Highland Ave.
Highland, California 92346

DecisionHR
11101 Roosevelt Blvd N
St. Petersburg, FL 33716

Re: Notice Pursuant to California Labor Code § 2699.3
Employee: Gonzalo G. Ordonez Socop

To Whom It May Concern:

This office represents Gonzalo G. Ordonez Socop (“Mr. Ordonez”), who was previously employed by DecisionHR, Miracle Mile Properties, LP, Parkwood Knoll Apartments, and other related entities (collectively, “MMP”). Pursuant to the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code § 2698, *et seq.*, this letter sets forth the specific provisions of the Labor Code and Industrial Welfare Commission (“IWC”) Wage Order No. 5-2001, which Mr. Ordonez alleges MMP has violated, including the facts and theories to support the alleged violations. Please be advised that this letter constitutes written notice required by Labor Code § 2699.3, subdivisions (a)(1)(A) and (c)(1)(A) and may lead to immediate action against MMP in a court of law and/or administrative proceedings, as well as the imposition of substantial

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penalties and other remedies against MMP. Enclosed please find a draft of Mr. Ordonez's proposed complaint, which is incorporated by reference into this notice. Under separate cover, our office is sending a check in the amount of \$75.00 to the Accounting Unit of the Department of Industrial Relations for the requisite filing fee, pursuant to Labor Code § 2699.3, subdivisions (a)(1)(B) and (c)(1)(B).

This letter also serves as notice of Mr. Ordonez's demand for preservation and non-spoliation of evidence, requesting that all relevant documents and data be saved and that all electronic files and hard-copy documents that are related to Mr. Ordonez's employment and potential claims must be preserved, even without a court order.

Spoliation of evidence may result in legal claims for damages and monetary and evidentiary sanctions, including "adverse inference" jury instructions. Furthermore, intentional spoliation of evidence may carry criminal consequences pursuant to California Penal Code § 135.

We are investigating a potential class and representative action on behalf of MMP's current and former non-exempt employees in the State of California regarding, among other things, the following violations: failure to provide meal and rest periods to employees in violation of Labor Code §§ 226.7 and 512 and Wage Order No. 5-2001, §§ 11-12; failure to pay one additional hour of compensation at the employee's regular rate of compensation for each workday that a meal or rest period is not provided in violation of Labor Code § 226.7 and Wage Order No. 5-2001, §§ 11(B) and 12(B); failure to pay employees minimum wages for all hours worked in violation of Labor Code §§ 1194, 1197 and 1197.1 and Wage Order No. 5-2001, § 4; failure to pay employees overtime wages in violation of Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3; failure to timely pay employees all wages earned in violation of Labor Code § 204; willful failure to pay all wages due to discharged and quitting employees in violation of Labor Code §§ 201-203; failure to furnish accurate itemized wage statements to employees in violation of Labor Code § 226; failure to maintain required records pursuant to Labor Code §§ 226, 1174 and 1174.5 and Wage Order No. 5-2001, § 7; and unlawful deductions and withholdings from employees' wages in violation of Labor Code §§ 221, 223 and 224.

The allegations made by Mr. Ordonez on behalf of himself and all other similarly-situated current and former non-exempt employees of MMP in the State of California during the four years preceding the date of this notice are based on the following facts and theories: meal periods were less than thirty minutes, late (first meal periods starting after the fifth hour of work and/or second meal periods starting after the tenth hour), not given at all (including second meal periods after ten hours of work), or interrupted; rest periods were less than ten minutes, not provided, interrupted, and/or late; employees were not provided one hour of pay for each workday a meal period was not provided; employees were not provided one hour of pay for each workday a rest break was not authorized and permitted; and employees were not paid proper minimum and overtime wages for all hours worked as required by California law.¹ Given the overtime, meal period and rest period violations and Lumber Liquidators' failure to compensate its employees fully, as set forth above,

¹ "[T]he statement that defendant has not provided its employees with proper rest periods states both the facts and the theory." *Gutierrez v. California Commerce Club, Inc.* (2010) 187 Cal.App.4th 969, 979 n.5.

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employees' wage statements were inaccurate and failed to comply with California law. In short, Lumber Liquidators' unlawful employment practices and policies have deprived its employees of earned wages and other compensation.

Failure to Provide Meal Periods

Pursuant to Labor Code §§ 226.7 and 512 and Wage Order No. 5-2001, § 11, an employer is required to provide meal periods to its employees. An employer must provide a meal period to any employee who works a shift of more than five (5) hours and a second meal period to any employee who works a shift of more than ten (10) hours. Furthermore, an employer must pay one extra hour of compensation for each workday a meal period is not provided.

If an employee is not relieved of all duty during a meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal period is permitted only when 1) the nature of the work prevents an employee from being relieved of all duty and 2) the parties have agreed in writing to on duty meal periods.

Mr. Ordonez and other aggrieved employees are non-exempt employees and are entitled to the protections of California Labor Code §§ 226.7 and 512 and Wage Order No. 5-2001, § 11. MMP failed to provide its employees timely and uninterrupted thirty-minute meal breaks. In fact, Mr. Ordonez's and other aggrieved employees' meal periods were short (less than thirty minutes), late (first meal periods after the fifth hour of work and second meal periods after the tenth hour), interrupted and/or missed. MMP consistently failed to provide Mr. Ordonez and other aggrieved employees meal breaks because Mr. Ordonez and other aggrieved employees were given too much work to perform to take meal breaks.

MMP further violated Labor Code § 226.7 and Wage Order No. 5-2001 by failing to compensate Mr. Ordonez and other aggrieved employees who were not provided with meal periods in accordance with California law one additional hour of pay at each employee's regular rate of compensation for each workday a meal period was not provided.

Failure to Authorize and Permit Rest Periods

Pursuant to Labor Code § 226.7 and Wage Order No. 5-2001, § 12, an employer is required to provide rest periods to its employees. An employer must provide a ten (10) minute rest period for every four (4) hours worked or major action thereof which insofar as practicable shall be in the middle of each work period. Furthermore, an employer must pay one extra hour of compensation for each workday a rest period is not authorized and permitted.

Mr. Ordonez and other aggrieved employees were and are non-exempt employees and are entitled to the protections of Labor Code § 226.7 and Wage Order No. 5-2001. MMP failed to authorize and permit its employees to take required rest periods. Specifically, MMP maintained a policy or practice of not authorizing and permitting Mr. Ordonez and other aggrieved employees to take one 10-minute rest break for shifts 3.5-6.0 hours, a second rest break for shifts greater than 6 hours and less than or equal to 10 hours, and a third rest break for shifts in excess of 10 hours.

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MMP consistently failed to authorize and permit Mr. Ordones and other similarly-situated individuals to take rest breaks because Mr. Ordones and other similarly-situated individuals were given too much work to perform to take rest breaks. When Mr. Ordones and other aggrieved employees were able to take rest breaks, MMP failed to authorize and permit Mr. Ordones and other aggrieved employees to take their rest breaks in the middle of each work period insofar as practicable.

MMP further violated Labor Code § 226.7 and Wage Order No. 5-2001, § 12 by failing to pay Mr. Ordones and other aggrieved employees one additional hour of pay at each employee's regular rate of compensation for each workday a rest period was not authorized and permitted.

Failure to Pay Minimum Wages

Pursuant to Labor Code §§ 1194 and 1197 and Wage Order No. 5-2001, § 4, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

Mr. Ordones and other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 1194 and 1197 and Wage Order No. 5-2001, § 4. MMP failed to pay Mr. Ordones and other aggrieved employees minimum wages for all hours worked by, among other things: requiring, suffering or permitting Mr. Ordones and other similarly-situated individuals to work off-the-clock; requiring, suffering or permitting Mr. Ordones and other aggrieved employees to work through their meal breaks but not compensating them for this time; illegally and inaccurately recording time worked by Mr. Ordones and other aggrieved employees; failing to properly maintain Mr. Ordones's and other aggrieved employees' records; failing to provide accurate itemized wage statements to Mr. Ordones and other aggrieved employees for each pay period; and other methods to be discovered.

MMP's conduct violates Labor Code §§ 1194 and 1197 and Wage Order No. 5-2001, § 4.

Failure to Pay Overtime Wages

Pursuant to California Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3, an employer must compensate its employees for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive work day, with double time for all hours worked in excess of eight (8) hours on the seventh day of any workweek, or after twelve (12) hours in any workday.

Mr. Ordones and other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 510 and 1194 and Wage Order No. 5-2001. MMP failed to compensate Mr. Ordones and other aggrieved employees for all overtime hours worked as required under the foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half (1 ½) times or double the regular rate of pay as provided by Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3; requiring, suffering or permitting Mr. Ordones and other aggrieved employees to work off-the-

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clock; requiring, suffering or permitting Mr. Ordonez and other aggrieved employees to work through meal periods but not compensating them for this time; illegally and inaccurately recording time worked by Mr. Ordonez and other aggrieved employees; failing to properly maintain Mr. Ordonez's and other aggrieved employees' records through falsifying hours worked; failing to provide accurate itemized statements to Mr. Ordonez and other aggrieved employees for each pay period; and other methods to be discovered.

In violation of California law, MMP has refused to perform its obligations to compensate Mr. Ordonez and other aggrieved employees for all wages earned and all hours worked. MMP's conduct violates Labor Code §§ 510 and 1194 and Wage Order No. 5-2001, § 3.

Failure to Timely Pay All Wages Earned

Pursuant to Labor Code § 204, an employer must pay its employees at least twice a month for all wages earned during the preceding pay period. Labor Code § 204 provides that labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. An employer using an alternate payday schedule must pay wages within seven calendar days of the end of the payroll period in which the wages were earned.

MMP failed to pay Mr. Ordonez and other aggrieved employees on their regularly scheduled payday for all work performed during the preceding pay period. Specifically, MMP required Mr. Ordonez and other aggrieved employees to work off-the-clock without compensation and required Mr. Ordonez and other aggrieved employees to work through required meal breaks without compensation. Additionally, MMP failed to pay Mr. Ordonez and other aggrieved employees premium wages owed for each workday a meal period was not provided and each workday a rest period was not authorized and permitted.

MMP also failed to pay Mr. Ordonez and other aggrieved employees for the overtime wages they earned in violation of Labor Code § 204. Labor Code § 204 requires an employer to pay overtime wages no later than the payday for the next regular payroll period following the payroll period in which the overtime wages were earned. MMP knew they were required to pay overtime wages, yet on many occasions failed to pay Mr. Ordonez and other aggrieved employees overtime wages on any payday.

Failure to Pay All Wages Due Upon Separation

Pursuant to Labor Code § 201, 202 and 203, an employer is required to pay all earned and unpaid wages to an employee upon separation. Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately. Pursuant to Labor Code § 202, an employer is required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her

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employment, unless the employee provided 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 provides that if an employer willfully fails to pay, in accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to thirty (30) days.

MMP willfully failed to pay accrued wages and other compensation to Mr. Ordonez and other aggrieved employees in accordance with Labor Code §§ 201 and 202. Because MMP required Mr. Ordonez and other aggrieved employees to work off-the-clock without compensation and through required meal breaks without compensation and failed to pay Mr. Ordonez and other aggrieved employees the premium wages for all meal periods which were not provided and all rest periods which were not authorized or permitted, MMP failed and continues to fail to pay the full earned and unpaid wages due to Mr. Ordonez and other aggrieved employees upon separation.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226 requires every employer to furnish each of its employees an accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (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 other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

MMP failed to provide Mr. Ordonez and other aggrieved employees with timely and accurate itemized wage statements in writing showing each employee's gross wages earned, total hours worked, the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, all deductions made, net wages earned, the inclusive dates of the period for which the employee is paid, the name and address of the legal entity or entities employing Mr. Ordonez and other aggrieved employees, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226 and Wage Order No. 5-2001, § 7.

Specifically, MMP had knowledge it was not providing its employees with proper meal and rest breaks; nevertheless, MMP knowingly failed to include in the wage statements the extra hour of compensation owed for each workday a meal break was not provided and each workday a rest break was not authorized and permitted. As a result, Mr. Ordonez and other aggrieved employees lost wages. In addition, MMP had knowledge it was requiring employees to work off-the-clock and was not properly compensating its employees for all hours worked, yet MMP knowingly failed to include this time worked in the wage statements. As a result, Mr. Ordonez and other aggrieved employees lost wages. MMP also did not properly calculate the regular rate

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of pay of Mr. Ordonez and other aggrieved employees. As a result, Mr. Ordonez's and other aggrieved employees' wage statements did not include all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

Failure to Maintain Required Records

MMP failed to maintain records as required under Labor Code §§ 226 and 1174 and Wage Order No. 5-2001, § 7, including but not limited to the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each work period; and accurate itemized statements.

Specifically, MMP had knowledge it was not providing its employees with proper meal and rest breaks; nevertheless, MMP knowingly failed to include in the wage statements the extra hour of compensation owed for each workday a meal break was not provided and each workday a rest break was not authorized and permitted. In addition, MMP had knowledge it was requiring employees to work off-the-clock and was not properly compensating its employees for all hours worked, yet MMP knowingly failed to include this time worked in the regular rate of pay of aggrieved employees.

Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties

Labor Code § 2802(a) requires an employer to indemnify an 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. MMP failed to indemnify Mr. Ordonez and other aggrieved employees for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of MMP, including but not limited to expenses for cell phones, uniforms, travel-related expenses, and other employment-related expenses, in violation of Labor Code § 2802.

This notice is hereby given to MMP and any and all related and/or alter ego companies, corporations, partnerships, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under California law for any of the violations alleged herein as to any locations or employees who worked at any time in the State of California.

This notice is made on behalf of all persons who are, were, or will be non-exempt employees of MMP, or any related or alter-ego company, corporation, partnership, and/or business entity at any time on or after a date four years prior to the date of this letter in the State of California.

This notice shall be construed as extending without limitation to any past, present, future, or continuing violation of the Labor Code, the applicable IWC Wage Order, or any applicable

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regulation which might be discovered as a result of a reasonable and diligent investigation made pursuant to this notice.

This notice shall further represent Mr. Ordonez's reasonable attempt to settle his dispute with MMP prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to apprise MMP of Mr. Ordonez's aforementioned grievances and the proposed remedies as detailed below, while affording MMP reasonable opportunity to meet Mr. Ordonez's demands.

Demand is hereby made that Employer shall agree, in writing received at this office no later than 30 calendar days from the postmark date of this notice, as follows:

1. MMP shall pay Mr. Ordonez and all other similarly-situated persons employed by MMP at any time during the past 48 months back pay and compensation for the above-referenced violations.

2. MMP shall comply with all California labor laws and ensure that its non-exempt employees are paid proper overtime compensation and given required meal and rest periods.

3. MMP shall conduct a survey or interview all current and former non-exempt employees in California during the past 48 months to obtain information from them regarding the number of meal breaks which were not provided, the number of rest breaks which were not authorized and permitted, and the number of employees who were required to pay for cell phones, uniforms, travel-related expenses or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.

4. MMP shall pay each employee one hour of pay for each workday he or she was not authorized and permitted one or more rest periods, as required by Labor Code § 226.7. MMP also shall pay each employee one hour of pay for each workday he or she was not provided one or more and meal periods, as required by Labor Code § 226.7.

5. MMP shall reimburse those employees who were forced to pay for any business expenses incurred for Lumber Liquidators' benefit, including but not limited to cell phone, uniform, and travel-related expenses.

6. MMP shall pay waiting time penalties, equal to thirty days of pay, to each former employee who was not paid all wages due as described herein.

7. MMP shall pay accrued interest to all employees at the rate of ten percent per annum for said unpaid wages.

8. MMP shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code § 2698 *et seq.*, including but not limited to penalties under Labor Code §§ 206.5, 210, 225.5, 226.3, 558, 1174.5, 1182.12, 1197.1, 1198, 1199 and 2699 and Wage Order No. 5-2001, § 20.

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September 8, 2021

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If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please notify this office of that decision by certified mail addressed to Matern Law Group, PC, 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, California 90266. Additionally, please advise us if the Agency or MMP require additional information regarding Mr. Ordonez's complaints.

Thank you for your prompt attention to this matter.

Very truly yours,

MATERN LAW GROUP, PC

A handwritten signature in dark ink, appearing to read 'MS', with a long horizontal flourish extending to the right.

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Attorneys for Plaintiff GONZALO G.
ORDONES SOCOP individually, and on
behalf of others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

GONZALO G. ORDONES SOCOP,
individually, and on behalf of others similarly
situated

Plaintiff,

vs.

MIRACLE MILE PROPERTIES, LP, a limited
partnership; MIRACLE MILE PROPERTIES,
INC., a corporation; PARKWOOD KNOLL
APARTMENTS, a business entity, form
unknown; DecisionHR, a corporation; and
DOES 1 through 50, inclusive,

Defendants

CASE NO.:

[DRAFT] COMPLAINT

CLASS ACTION:

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Maintain Required Records
7. Failure to Furnish Accurate Itemized Wage Statements
8. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
9. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION:

10. Penalties under the Labor Code Private Attorneys General Act, as Representative Action

DEMAND FOR JURY TRIAL

1 **INTRODUCTION**

2 PLAINTIFF GONZALO G. ORDONES SOCOP (“PLAINTIFF”) an individual,
3 demanding a jury trial, on behalf of himself and other persons similarly situated, hereby alleges as
4 follows:

5 **JURISDICTION AND VENUE**

6 1. The Superior Court of the State of California has jurisdiction in this matter because
7 PLAINTIFF is a resident of the State of California, and Defendants MIRACLE MILE
8 PROPERTIES, LP, a limited partnership; MIRACLE MILE PROPERTIES, INC., a corporation;
9 PARKWOOD KNOLL APARTMENTS, an unknown business form; DecisionHR, a corporation;
10 and DOES 1 through 50, inclusive, (collectively “DEFENDANTS”), are qualified to do business
11 in California and regularly conduct business in California. Further, no federal question is at issue
12 because the claims are based solely on California law.

13 2. Venue is proper in this judicial district and the County of LOS ANGELES,
14 California because PLAINTIFF, and other persons similarly situated, performed work for
15 DEFENDANTS in the County of LOS ANGELES, DEFENDANTS maintain offices and
16 facilities and transact business in the County of LOS ANGELES, and because DEFENDANTS’
17 illegal payroll policies and practices which are the subject of this action were applied, at least in
18 part, to PLAINTIFF, and other persons similarly situated, in the County of LOS ANGELES.

19 **PLAINTIFF**

20 3. PLAINTIFF is a resident of the State of California and a current employee of
21 DEFENDANTS.

22 4. PLAINTIFF, on behalf of himself and other similarly situated current and former
23 non-exempt employees of DEFENDANTS in the State of California at any time during the four
24 years preceding the filing of this action, and continuing while this action is pending, brings this
25 class action to recover, among other things, wages and penalties from unpaid wages earned and
26 due, including but not limited to unpaid minimum wages, unpaid and illegally calculated overtime
27 compensation, illegal meal and rest period policies, failure to pay all wages due to discharged and
28 quitting employees, failure to indemnify employees for necessary expenditures and/or losses

1 incurred in discharging their duties, failure to provide accurate itemized wage statements, failure
2 to maintain required records, and interest, attorneys' fees, costs, and expenses.

3 5. PLAINTIFF brings this action on behalf of himself and the following similarly
4 situated class of individuals ("CLASS MEMBERS") all current and former non-exempt
5 employees of DEFENDANTS in the State of California at any time within the period
6 beginning four (4) years prior to the filing of this action and ending at the time this action
7 settles or proceeds to final judgment (the "CLASS PERIOD"). PLAINTIFF reserves the right
8 to name additional class representatives.

9 DEFENDANTS

10 6. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
11 MIRACLE MILE PROPERTIES, LP, a limited partnership is, and at all times relevant hereto was,
12 a limited partnership organized and existing under the laws of the State of Delaware.
13 PLAINTIFF is further informed and believes, and thereon alleges, that DEFENDANT MIRACLE
14 MILE PROPERTIES, LP, a limited partnership, is authorized to conduct business in the State of
15 California, and does conduct business in the State of California. Specifically, DEFENDANT
16 MIRACLE MILE PROPERTIES, LP, a limited partnership, maintains offices and facilities and
17 conducts business in, and engages in illegal payroll practices or policies in, the County of LOS
18 ANGELES, State of California.

19 7. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
20 MIRACLE MILE PROPERTIES, INC., a corporation, is and at all times relevant hereto was, a
21 corporation organized and existing under the laws of the State of California. PLAINTIFF is
22 further informed and believes, and thereon alleges, that DEFENDANT MIRACLE MILE
23 PROPERTIES, INC., a corporation, is authorized to conduct business in the State of California,
24 and does conduct business in the State of California. Specifically, DEFENDANT MIRACLE
25 MILE PROPERTIES, INC., a corporation, maintains offices and facilities and conducts business
26 in, and engages in illegal payroll practices or policies in, the County of LOS ANGELES, State of
27 California.

28 8. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT

1 PARKWOOD KNOLL APARTMENTS, a business entity, form unknown, is and at all times
2 relevant hereto was, a corporation organized and existing under the laws of the State of
3 California. PLAINTIFF is further informed and believes, and thereon alleges, that DEFENDANT
4 PARKWOOD KNOLL APARTMENTS, a business entity, form unknown, is authorized to conduct
5 business in the State of California, and does conduct business in the State of California.
6 Specifically, DEFENDANT PARKWOOD KNOLL APARTMENTS, a business entity, form
7 unknown, maintains offices and facilities and conducts business in, and engages in illegal payroll
8 practices or policies in, the County of LOS ANGELES, State of California.

9 9. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
10 DecisionHR, a corporation, is and at all times relevant hereto was, a corporation organized and
11 existing under the laws of the State of Florida. PLAINTIFF is further informed and believes, and
12 thereon alleges, that DEFENDANT DecisionHR, a corporation, is authorized to conduct business
13 in the State of California, and does conduct business in the State of California. Specifically,
14 DEFENDANT DecisionHR, a corporation, maintains offices and facilities and conducts business
15 in, and engages in illegal payroll practices or policies in, the County of LOS ANGELES, State of
16 California.

17 10. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
18 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious
19 names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant
20 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
21 that PLAINTIFF and CLASS MEMBERS' injuries and damages, as alleged herein, were
22 proximately caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the
23 court to amend this Complaint to allege their true names and capacities of such DOE Defendants
24 when ascertained.

25 11. At all relevant times herein, DEFENDANTS were the joint employers of
26 PLAINTIFF and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon allege,
27 that at all times material to this complaint DEFENDANTS were the alter egos, divisions,
28 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,

1 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
2 ostensible, of each other. Each Defendant was completely dominated by his, her or its co-
3 Defendant, and each was the alter ego of the other.

4 12. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed
5 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly
6 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them,
7 acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF
8 and CLASS MEMBERS all wages earned and due, through methods and schemes which include,
9 but are not limited to, failing to pay overtime premiums; failing to provide rest and meal periods;
10 failing to properly maintain records; failing to provide accurate itemized statements for each pay
11 period; failing to properly compensate PLAINTIFF and CLASS MEMBERS for necessary
12 expenditures; and requiring, permitting or suffering the employees to work off the clock, in
13 violation of the California Labor Code and the applicable Welfare Commission (“IWC”) Orders.

14 13. PLAINTIFF is informed and believes, and thereon allege, that each and every one
15 of the acts and omissions alleged herein were performed by, and/or attributable to, all
16 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
17 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
18 and scope of said agency, employment and/or direction and control.

19 14. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
20 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any
21 provision regulating minimum wages or hours and days of work in any order of the Industrial
22 Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

23 15. As a direct and proximate result of the unlawful actions of DEFENDANTS,
24 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings
25 in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this
26 Court.

27 **CLASS ACTION DESIGNATION**

28 16. This action is appropriately suited for a Class Action because:

a. The potential class is a significant number. Joinder of all current and former employees individually would be impractical.

b. This action involves common questions of law and fact to the potential class because the action focuses on DEFENDANTS' systematic course of illegal payroll practices and policies, which was applied to all non-exempt employees in violation of the Labor Code, the applicable IWC wage order, and the Business and Professions Code which prohibits unfair business practices arising from such violations.

c. The claims of PLAINTIFF are typical of the class because DEFENDANTS subjected all non-exempt employees to identical violations of the Labor Code, the applicable IWC wage order, and the Business and Professions Code.

d. PLAINTIFF is able to fairly and adequately protect the interests of all members of the class because it is in his best interests to prosecute the claims alleged herein to obtain full compensation due to them for all services rendered and hours worked.

FIRST CAUSE OF ACTION

Failure to Provide Required Meal Periods

[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 5-2001, § 11]

(Against all DEFENDANTS)

17. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

18. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than the 30-minute meal period, or to work through them, and have failed to otherwise provide the required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code § 226.7, 512 and IWC Order No. 5-2001, § 11.

19. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage Order No. 5-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were not provided with a meal period, in accordance with the applicable wage order, one additional

1 hour of compensation at each employee's regular rate of pay for each workday that a meal period
2 was not provided.

3 20. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,
4 1197, and IWC Wage Order No. 5-2001 by failing to compensate PLAINTIFF and CLASS
5 MEMBERS for all hours worked during their meal periods.

6 21. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
7 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
8 earned and due, interest, penalties, expenses, and costs of suit.

9 **SECOND CAUSE OF ACTION**

10 **Failure to Provide Required Rest Periods**

11 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 5-2001, § 12]**

12 **(Against all DEFENDANTS)**

13 22. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
14 allegations in the foregoing paragraphs.

15 23. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and
16 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
17 failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under
18 California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 5-2001, § 12.

19 24. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage
20 Order No. 5-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not
21 provided with a rest period, in accordance with the applicable wage order, one additional hour of
22 compensation at each employee's regular rate of pay for each workday that a rest period was not
23 provided.

24 25. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
25 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
26 earned and due, interest, penalties, expenses, and costs of suit.

27 ///

28 ///

1 **THIRD CAUSE OF ACTION**

2 **Failure to Pay Overtime Wages**

3 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001, § 3]**

4 **(Against all DEFENDANTS)**

5 26. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in the foregoing paragraphs.

7 27. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-
8 2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for
9 all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all
10 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the
11 first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in
12 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours
13 on the seventh consecutive day of work in any workweek.

14 28. PLAINTIFF and CLASS MEMBERS are current and former non-exempt
15 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage
16 Order No. 5-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate
17 PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the
18 foregoing provisions of the California Labor Code and IWC Wage Order by, among other things:
19 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by
20 California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-2001, § 3; requiring, permitting
21 or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or
22 suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; illegally
23 and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to
24 properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate
25 itemized wage statements to PLAINTIFF for each pay period; and other methods to be
26 discovered.

27 29. In violation of California law, DEFENDANTS have knowingly and willfully
28 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all

1 wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS
2 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
3 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
4 DEFENDANTS to fully perform their obligations under state law, all to their respective damages
5 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

6 30. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
7 1194, 1198 and IWC Wage Order No. 5-2001, § 3. Therefore, pursuant to California Labor Code
8 §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor
9 Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the
10 unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys'
11 fees, expenses, and costs of suit.

12 **FOURTH CAUSE OF ACTION**

13 **Failure to Pay Minimum Wages**

14 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 5-2001, § 4]**

15 **(Against all DEFENDANTS)**

16 31. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
17 allegations in the foregoing paragraphs.

18 32. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 5-
19 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
20 worked in a payroll period is unlawful.

21 33. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and
22 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,
23 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,
24 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest
25 breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS
26 worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to
27 provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay
28 period; and other methods to be discovered.

1 34. DEFENDANTS' conduct described herein violates California Labor Code §§
2 1194, 1197, and IWC Wage Order No. 5-2001, § 4. As a proximate result of the aforementioned
3 violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to
4 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1,
5 and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and
6 CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
7 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

8 **FIFTH CAUSE OF ACTION**

9 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

10 **[Cal. Labor Code §§ 201, 202, 203]**

11 **(Against all DEFENDANTS)**

12 35. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
13 allegations in the foregoing paragraphs.

14 36. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
15 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
16 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
17 and unpaid at the time of discharge are due and payable immediately.

18 37. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are
19 required to pay all accrued wages due to an employee no later than 72 hours after the employee
20 quits his or her employment, unless the employee provided 72 hours previous notice of his or her
21 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

22 38. California Labor Code § 203 provides that if an employer willfully fails to pay, in
23 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
24 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
25 compensation to the employee at the same rate for up to 30 workdays.

26 39. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued
27 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with
28 California Labor Code §§ 201 and 202.

40. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including the waiting time penalties provided in California Labor Code § 203, together with interest thereon, as well as other available remedies.

41. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant to California Labor Code §§ 1194 and 2699.

SIXTH CAUSE OF ACTION

Failure to Maintain Required Records

[Cal. Labor Code §§ 226; IWC Wage Order No. 5-2001, § 7]

(Against all DEFENDANTS)

42. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

43. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due, DEFENDANTS knowingly and intentionally failed to maintain records as required under California Labor Code §§ 226, 1174, and IWC Wage Order No. 5-2001, § 7, including but not limited to the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each work period; and accurate itemized statements.

44. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and are entitled to all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in California Labor Code § 226(e), as well as other available remedies.

1 **SEVENTH CAUSE OF ACTION**

2 **Failure to Furnish Accurate Itemized Wage Statements**

3 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 5-2001, § 7]**

4 **(Against all DEFENDANTS)**

5 45. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in the foregoing paragraphs.

7 46. During the CLASS PERIOD, DEFENDANTS routinely failed to provide
8 PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in
9 writing showing each employee's gross wages earned, total hours worked, all deductions made,
10 net wages earned, the name and address of the legal entity or entities employing PLAINTIFF and
11 CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the
12 corresponding number of hours worked at each hourly rate, in violation of California Labor Code
13 § 226 and IWC Wage Order No. 5-2001, § 7.

14 47. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed
15 to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage
16 statements in accordance with California Labor Code § 226(a).

17 48. As a proximate result of DEFENDANTS' unlawful actions and omissions,
18 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
19 trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and
20 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to
21 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of
22 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in
23 California Labor Code § 226(e), as well as other available remedies.

24 **EIGHTH CAUSE OF ACTION**

25 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of**

26 **Duties**

27 **[Cal. Labor Code § 2802]**

28 **(Against all DEFENDANTS)**

1 49. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
2 allegations in the foregoing paragraphs.

3 50. California Labor Code § 2802(a) requires an employer to indemnify an employee
4 for all necessary expenditures or losses incurred by the employee in direct consequence of the
5 discharge of his or her duties, or of his or her obedience to the directions of the employer.

6 51. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
7 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred
8 in direct consequence of the discharge of their duties while working under the direction of
9 DEFENDANTS, including but not limited to expenses for uniforms, cell phone usage, and other
10 employment-related expenses, in violation of California Labor Code § 2802.

11 52. As a proximate result of DEFENDANTS' unlawful actions and omissions,
12 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
13 trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to
14 California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are
15 entitled to all available statutory penalties and an award of costs, expenses, and reasonable
16 attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other
17 available remedies.

18 **NINTH CAUSE OF ACTION**

19 **Unfair and Unlawful Business Practices**

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

21 **(Against all DEFENDANTS)**

22 53. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
23 allegations in the foregoing paragraphs.

24 54. Each and every one of DEFENDANTS' acts and omissions in violation of the
25 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but
26 not limited to DEFENDANTS' failure and refusal to provide required meal periods,
27 DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure and
28 refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum

1 wages, DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting
2 employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements;
3 DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and
4 refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or
5 losses incurring in discharging their duties, constitutes an unfair and unlawful business practice
6 under California Business and Professions Code § 17200 et seq.

7 55. DEFENDANTS' violations of California wage and hour laws constitute a business
8 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over
9 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and
10 CLASS MEMBERS.

11 56. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
12 rest periods, and other benefits as required by the California Labor Code, the California Code of
13 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to
14 record, report, and pay the correct sums of assessment to the state authorities under the California
15 Labor Code and other applicable regulations.

16 57. As a result of DEFENDANTS' unfair and unlawful business practices,
17 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
18 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be
19 made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS
20 MEMBERS.

21 58. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and
22 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
23 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and
24 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.
25 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged
26 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
27 jurisdiction of this Court.

1 **TENTH CAUSE OF ACTION**

2 **Representative Action for Civil Penalties**

3 **[Cal. Labor Code §§ 2698–2699.5]**

4 **(Against All DEFENDANTS)**

5 59. PLAINTIFF incorporates herein by specific reference as though fully set forth the
6 allegations in all preceding paragraphs, with exception of the allegations in paragraph 13 and the
7 subparagraphs thereto.

8 60. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor
9 Code § 2699(c), and a proper representative to bring a civil action on behalf of himself and other
10 current and former employees of DEFENDANTS pursuant to the procedures specified in
11 California Labor Code § 2699.3, because PLAINTIFF and CLASS MEMBERS were employed
12 by DEFENDANTS and the alleged violations of the California Labor Code were committed
13 against PLAINTIFF and CLASS MEMBERS.

14 61. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
15 Labor Code §§ 2698–2699.5, PLAINTIFF and CLASS MEMBERS seeks to recover civil
16 penalties, including but not limited to penalties under California Labor Code §§ 2699, 210,
17 226.3, 558, 1174.5, 1197.1, and IWC Wage Order No. 5-2001, § 20, from DEFENDANTS in a
18 representative action for the violations set forth above, including but not limited to violations of
19 California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and
20 2802. PLAINTIFF and CLASS MEMBERS are also entitled to an award of reasonable attorneys’
21 fees and costs pursuant to California Labor Code § 2699(g)(1).

22 62. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on
23 September 8, 2021 by online filing to the California Labor and Workforce Development Agency
24 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the California
25 Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories
26 to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has
27 not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

28 63. Therefore, PLAINTIFF has complied with all of the requirements set forth in

1 California Labor Code § 2699.3 to commence a representative action under PAGA.

2 **PRAYER FOR RELIEF**

3 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons similarly
4 situated, respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive,
5 and each of them, as follows:

- 6 1. For compensatory damages in an amount to be ascertained at trial;
- 7 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well
8 as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
- 9 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
10 and IWC Wage Order No. 5-2001;
- 11 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 12 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
13 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and
14 from engaging in the unlawful business practices complained of herein;
- 15 6. For waiting time penalties pursuant to California Labor Code § 203;
- 16 7. For statutory and civil penalties according to proof, including but not limited to all
17 penalties authorized by the California Labor Code §§ 226(e) and §§ 2698–2699.5;
- 18 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor
19 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable
20 provision providing for pre-judgment interest;
- 21 9. For reasonable attorneys' fees and costs pursuant to California Labor Code
22 §§ 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable provisions
23 providing for attorneys' fees and costs;
- 24 10. For declaratory relief;
- 25 11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth,
26 Seventh, Eighth, and Ninth Causes of Action as a class action;
- 27 12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's
28 counsel as class counsel; and

13. For such further relief that the Court may deem just and proper.

DATED: September 8, 2021

Respectfully submitted,

MATERN LAW GROUP, PC

By: _____

Matthew J. Matern
Tagore O. Subramaniam
Max N. Sloves
Attorneys for Plaintiff
GONZALO G. ORDONES SOCOP,
individually, and on behalf of other persons
similarly situated

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DATED: September 8, 2021

MATERN LAW GROUP, PC

Matthew J. Matern
Tagore O. Subramaniam
Max N. Sloves
Attorneys for Plaintiff
GONZALO G. ORDONES SOCOP,
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EXHIBIT D

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Attorneys for Plaintiff GONZALO G.
ORDONES SOCOP individually, and on
behalf of other aggrieved employees

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

GONZALO G. ORDONES SOCOP,
individually, and on behalf of others similarly
situated

Plaintiff,

vs.

MIRACLE MILE PROPERTIES, LP, a limited
partnership; MIRACLE MILE PROPERTIES,
INC., a corporation; PARKWOOD KNOLL
APARTMENTS, a business entity, form
unknown; DECISIONHR, INC., a corporation;
DECISIONHR I, INC., a corporation; and DOES
1 through 50, inclusive,

Defendants

FILED
Superior Court of California
County of Los Angeles
01/24/2022

Sherri R. Carter, Executive Officer / Clerk of Court
By: D. Tamayo Deputy

CASE NO.: 21STCV32715

**FIRST AMENDED COMPLAINT FOR
VIOLATION OF THE CALIFORNIA
LABOR CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004**

[California Labor Code § 2698, *et seq.*]

DEMAND FOR JURY TRIAL

1 PLAINTIFF GONZALO G. ORDONES SOCOP (“PLAINTIFF”), individually and on
2 behalf of all other aggrieved employees, demanding a jury trial, hereby alleges as follows:

3 **INTRODUCTION**

4 1. PLAINTIFF brings this action on behalf of himself and all other aggrieved
5 employees of Defendants MIRACLE MILE PROPERTIES, LP, a limited partnership; MIRACLE
6 MILE PROPERTIES, INC., a corporation; PARKWOOD KNOLL APARTMENTS, a business
7 entity, form unknown; DECISIONHR, INC., a corporation; DECISIONHR I, INC., a corporation;
8 and DOES 1 through 50, inclusive, (collectively, “DEFENDANTS”) to recover penalties arising
9 from unpaid wages earned and due, including but not limited to unpaid and illegally calculated
10 overtime compensation, illegal meal and rest period policies, failure to pay all wages due to
11 discharged or quitting employees, failure to maintain required records, failure to provide accurate
12 itemized wage statements, failure to timely pay wages during employment, failure to indemnify
13 employees for necessary expenditures and/or losses incurred in discharging their duties.

14 **JURISDICTION AND VENUE**

15 2. The Superior Court of the State of California has jurisdiction in this matter because
16 PLAINTIFF is a resident of the State of California and DEFENDANTS are citizens and residents
17 of, and/or regularly conduct business in California. Further, no federal question is at issue
18 because the claims are based solely on California law.

19 3. Venue is proper in this judicial district and the County of LOS ANGELES,
20 California because PLAINTIFF and other aggrieved employees performed work for
21 DEFENDANTS in the County of LOS ANGELES and many of DEFENDANTS’ unlawful
22 actions and omissions, as set forth herein, occurred in the County of LOS ANGELES.

23 **PARTIES**

24 4. PLAINTIFF GONZALO G. ORDONES SOCOP is a resident of the State of
25 California. At times material to this complaint, PLAINTIFF was employed by DEFENDANTS
26 as a non-exempt employee within the State of California.

27 ///

28 ///

1 5. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
2 MIRACLE MILE PROPERTIES, LP, a limited partnership, is and at all times relevant hereto was,
3 a limited partnership authorized to conduct business in the State of California, and does conduct
4 business in the State of California. Specifically, upon information and belief, MIRACLE MILE
5 PROPERTIES, LP, maintains offices and conducts business in the County of LOS ANGELES,
6 State of California.

7 6. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
8 MIRACLE MILE PROPERTIES, INC., a corporation, is and at all times relevant hereto was, a
9 corporation authorized to conduct business in the State of California, and does conduct business
10 in the State of California. Specifically, DEFENDANT MIRACLE MILE PROPERTIES, INC.
11 maintains offices and facilities and conducts business in, and engages in illegal payroll practices
12 or policies in, the County of LOS ANGELES, State of California.

13 7. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
14 PARKWOOD KNOLL APARTMENTS, a business entity, form unknown, is and at all times
15 relevant hereto was, a business entity, form unknown, authorized to conduct business in the State
16 of California, and does conduct business in the State of California. Specifically, upon
17 information and belief, PARKWOOD KNOLL APARTMENTS, a business entity, form unknown,
18 maintains offices and conducts business in the County of LOS ANGELES, State of California.

19 8. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
20 DECISIONHR, INC., a corporation, is and at all times relevant hereto was a corporation
21 authorized to conduct business in the State of California and does conduct business in the State of
22 California. Specifically, DEFENDANT DECISIONHR, INC., a corporation, maintains offices and
23 conducts business in, and engages in illegal payroll practices or policies in, the County of LOS
24 ANGELES, State of California.

25 9. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
26 DECISIONHR I, INC., a corporation, is and at all times relevant hereto was a corporation
27 authorized to conduct business in the State of California and does conduct business in the State of
28 California. Specifically, DEFENDANT DECISIONHR I, INC., a corporation, maintains offices

1 and conducts business in, and engages in illegal payroll practices or policies in, the County of
2 LOS ANGELES, State of California.

3 10. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
4 PLAINTIFF at this time, and PLAINTIFF therefore sues such defendants under fictitious names.
5 PLAINTIFF is informed and believes, and thereon alleges, that each defendant designated as a
6 DOE is in some manner highly responsible for the occurrences alleged herein, and that
7 PLAINTIFF and other aggrieved employees' injuries and damages, as alleged herein, were
8 proximately caused by the conduct of such DOE defendants. PLAINTIFF will seek leave of the
9 court to amend this complaint to allege the true names and capacities of such DOE defendants
10 when ascertained.

11 11. At all relevant times herein, DEFENDANTS were the joint employers of
12 PLAINTIFF and other aggrieved employees. PLAINTIFF is informed and believes, and thereon
13 alleges, that at all times material to this complaint DEFENDANTS were the alter egos, divisions,
14 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,
15 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
16 ostensible, of each other. Each defendant was completely dominated by his, her, or its co-
17 defendant, and each was the alter ego of the other.

18 12. At all relevant times herein, PLAINTIFF and other aggrieved employees were
19 employed by DEFENDANTS under employment agreements that were partly written, partly oral,
20 and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and
21 each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying
22 PLAINTIFF and other aggrieved employees all wages earned and due, through methods and
23 schemes which include, but are not limited to, failing to pay overtime premiums; failing to
24 provide rest and meal periods; failing to properly maintain records; failing to provide accurate
25 itemized statements for each pay period; failing to timely pay wages during employment; failing
26 to properly compensate PLAINTIFF and other aggrieved employees for necessary expenditures;
27 and requiring, permitting or suffering the employees to work off the clock, in violation of the
28 California Labor Code ("Labor Code") and the applicable Industrial Welfare Commission

1 (“IWC”) Wage Order.

2 13. PLAINTIFF is informed and believes, and thereon alleges, that each and every one
3 of the acts and omissions alleged herein were performed by, and/or attributable to, all
4 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
5 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
6 and scope of said agency, employment and/or direction and control.

7 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

8 14. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
9 Labor Code §§ 2698-2699.5, PLAINTIFF brings this action on behalf of himself and all current
10 and former non-exempt aggrieved employees of DEFENDANTS in the State of California at any
11 time within the period beginning one (1) year and sixty five (65) days prior to the filing of this
12 action, and ending at the time this action settles or proceeds to final judgment (“PENALTY
13 PERIOD”).

14 15. Pursuant to Labor Code § 2699.3, PLAINTIFF gave written notice on April 27,
15 2021, by online submission to the California Labor and Workforce Development Agency
16 (“LWDA”) and by certified mail to DEFENDANTS MIRACLE MILE PROPERTIES, LP, a
17 limited partnership; MIRACLE MILE PROPERTIES, INC., a corporation; PARKWOOD KNOLL
18 APARTMENTS, a business entity, form unknown, of the specific provisions of the Labor Code
19 and IWC Wage Orders alleged to have been violated, including the facts and theories to support
20 the alleged violations. Pursuant to Labor Code § 2699.3, PLAINTIFF gave written notice on
21 September 8, 2021, by online submission to the California Labor and Workforce Development
22 Agency (“LWDA”) and by certified mail to DEFENDANT DECISIONHR, INC., of the specific
23 provisions of the Labor Code and IWC Wage Orders alleged to have been violated, including the
24 facts and theories to support the alleged violations. PLAINTIFF has not received any response
25 from the LWDA as to either notice. As PLAINTIFF has waited more than sixty-five (65) days
26 from the April 27, 2021 and September 8, 2021 dates of PLAINTIFF’S written notices before
27 filing this action, PLAINTIFF has complied with all of the requirements set forth in Labor Code §
28 2699.3 to commence a representative action under PAGA.

1 **FACTUAL ALLEGATIONS**

2 **Failure to Provide Required Meal Periods**

3 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 9-2001, § 11]**

4 16. During the PENALTY PERIOD, as part of DEFENDANTS' illegal policies and
5 practices to deprive their current and former non-exempt employees of all wages earned and due,
6 DEFENDANTS required, suffered or permitted PLAINTIFF and other aggrieved employees to
7 take less than the 30-minute meal period, or to work through them, and have failed to otherwise
8 provide the required meal periods to PLAINTIFF and other aggrieved employees pursuant to
9 Labor Code §§ 226.7 and 512 and IWC Order No. 9-2001, § 11.

10 17. DEFENDANTS further violated Labor Code §§ 226.7 and 512 and IWC Wage
11 Order No. 9-2001, § 11 by failing to compensate PLAINTIFF and other aggrieved employees
12 who were not provided with a meal period, in accordance with the applicable IWC Wage Order,
13 one additional hour of compensation at each employee's regular rate of pay for each workday that
14 a meal period was not provided.

15 **Failure to Provide Required Rest Periods**

16 **[Cal. Labor Code §§ 226.7; IWC Wage Order No. 9-2001, § 12]**

17 18. At all times relevant herein, as part of DEFENDANTS' illegal policies and
18 practices to deprive their current and former non-exempt employees of all wages earned and due,
19 DEFENDANTS failed to provide rest periods to PLAINTIFF and other aggrieved employees as
20 required under Labor Code § 226.7, and IWC Wage Order No. 9-2001, § 12.

21 19. DEFENDANTS further violated Labor Code § 226.7 and IWC Wage Order No. 9-
22 2001, § 12 by failing to pay PLAINTIFF and other aggrieved employees who were not provided
23 with a rest period, in accordance with the applicable IWC Wage Order, one additional hour of
24 compensation at each employee's regular rate of pay for each workday that a rest period was not
25 provided.

26 **Failure to Pay Overtime Wages**

27 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 9-2001, § 3]**

28 20. Pursuant to Labor Code §§ 510 and 1194 and IWC Wage Order No. 9-2001, § 3,

1 DEFENDANTS are required to compensate PLAINTIFF and other aggrieved employees for all
2 overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours
3 worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first
4 eight (8) hours on the seventh consecutive workday, with double time for all hours worked in
5 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours
6 on the seventh consecutive day of work in any workweek.

7 21. PLAINTIFF and other aggrieved employees are current and former non-exempt
8 employees of DEFENDANTS entitled to the protections of Labor Code §§ 510 and 1194 and
9 IWC Wage Order No. 9-2001. During the PENALTY PERIOD, DEFENDANTS failed to
10 compensate PLAINTIFF and other aggrieved employees for all overtime hours worked as
11 required under the foregoing provisions of the Labor Code and IWC Wage Order by, among other
12 things: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as
13 provided by Labor Code §§ 510, 1194, and IWC Wage Order No. 9-2001, § 3; requiring,
14 suffering or permitting PLAINTIFF and other aggrieved employees to work off the clock;
15 requiring, permitting or suffering PLAINTIFF and other aggrieved employees to work through
16 meal breaks; illegally and inaccurately recording time in which PLAINTIFF and other aggrieved
17 employees worked; failing to properly maintain PLAINTIFF'S and other aggrieved employees'
18 records; failing to provide accurate itemized wage statements to PLAINTIFF and other aggrieved
19 employees for each pay period; and other methods to be discovered. DEFENDANTS further
20 violated PAGA by knowingly and willfully failing to perform their obligations to compensate
21 PLAINTIFF and other aggrieved employees sick pay at one and one-half (1 ½) the regular rate of
22 pay as required by Labor Code § 246.

23 22. DEFENDANTS have knowingly and willfully refused to perform their obligations
24 to compensate PLAINTIFF and other aggrieved employees for all wages earned and all hours
25 worked in violation of Labor Code §§ 510, 1194 and 1198 and IWC Wage Order No. 9-2001, § 3.

26 **Failure to Pay Minimum Wages**

27 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 9-2001, § 4]**

28 23. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 9-

1 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
2 worked in a payroll period is unlawful.

3 24. During the PENALTY PERIOD and in violation of California Labor Code §§
4 1194 and 1197 and IWC Wage Order No. 9-2001, § 4, DEFENDANTS failed to pay PLAINTIFF
5 and other aggrieved employees the applicable minimum wages for all hours worked in a payroll
6 period by, among other things: requiring, suffering or permitting PLAINTIFF and other aggrieved
7 employees to work off the clock; requiring, suffering or permitting PLAINTIFF and other
8 aggrieved employees to work through meal breaks; illegally and inaccurately recording time in
9 which PLAINTIFF and other aggrieved employees worked; failing to properly maintain
10 PLAINTIFF's and other aggrieved employees' records; failing to provide accurate itemized wage
11 statements to PLAINTIFF and other aggrieved employees for each pay period; and other methods
12 to be discovered.

13 **Failure to Permit Employees to Inspect or Receive Copy of Records**

14 **[Cal Labor Code §§ 226(b), 226(c)]**

15 25. Pursuant to Labor Code § 226, subdivision (a), all deductions made from payment
16 of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day,
17 and year, and a copy of the statement and the record of the deductions shall be kept on file by the
18 employer for at least three years at the place of employment or at a central location within the
19 State of California.

20 26. Pursuant to Labor Code § 226, subdivision (b), DEFENDANTS are required to
21 keep and maintain information required by Labor Code § 226, subdivision (a), and must afford
22 current and former employees the right to inspect or receive a copy of records pertaining to their
23 employment, upon reasonable request to the employer.

24 27. Pursuant to Labor Code § 226, subdivision (c), upon receipt of a written or oral
25 request to inspect or receive a copy of records pursuant to subdivision (b) pertaining to a current
26 or former employee, DEFENDANTS must comply with the request as soon as practicable but no
27 later than 21 calendar days from the date of the request.

28 28. During the PENALTY PERIOD and in violation of Labor Code § 226,

1 DEFENDANTS knowingly and willfully failed to timely permit PLAINTIFF and other aggrieved
2 employees, upon reasonable request, to inspect records described in Labor Code section 226,
3 subdivision (b), that DEFENDANTS were required to maintain under subsection (a).

4 **Failure to Timely Pay Wages During Employment**

5 **[Cal. Labor Code § 204]**

6 29. Pursuant to California Labor Code § 204, for all labor performed between the 1st
7 and 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt
8 employees between the 16th and 26th day of the month during which the labor was performed.
9 California Labor Code § 204 also provides that for all labor performed between the 16th and 26th
10 days of any calendar month, DEFENDANTS are required to pay their nonexempt employees
11 between the 1st and 10th day of the following calendar month. In addition, California Labor
12 Code § 204 provides that all wages earned for labor in excess of the normal work period shall be
13 paid no later than the payday of the next regular payroll period.

14 30. During the PENALTY PERIOD, DEFENDANTS knowingly and willfully failed
15 to timely pay PLAINTIFF and other aggrieved employees all the wages for labor performed by
16 the next regular payroll period as required by California Labor Code § 204.

17 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

18 **[Cal. Labor Code §§ 201, 202, 203]**

19 31. Pursuant to Labor Code § 201, 202 and 203, DEFENDANTS are required to pay
20 all earned and unpaid wages to an employee who is discharged. Labor Code § 201 mandates that
21 if an employer discharges an employee, the employee's wages accrued and unpaid at the time of
22 discharge are due and payable immediately.

23 32. Furthermore, pursuant to Labor Code § 202, DEFENDANTS are required to pay
24 all accrued wages due to an employee no later than 72 hours after the employee quits his or her
25 employment, unless the employee provided 72 hours previous notice of his or her intention to
26 quit, in which case the employee is entitled to his or wages at the time of quitting.

27 33. Labor Code § 203 provides that if an employer willfully fails to pay, in accordance
28 with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the

1 employer is liable for waiting time penalties in the form of continued compensation to the
2 employee at the same rate for up to 30 workdays.

3 34. During the PENALTY PERIOD and in violation of Labor Code §§ 201 and 202,
4 DEFENDANTS willfully failed to timely pay accrued wages and other compensation to
5 PLAINTIFF and other aggrieved employees who were discharged or quit his or her employment.

6 **Failure to Maintain Required Records**

7 **[Cal. Labor Code §§ 226(a), 1174(d); IWC Wage Order No. 9-2001, § 7]**

8 35. During the PENALTY PERIOD, as part of DEFENDANTS' illegal payroll
9 policies and practices to deprive PLAINTIFF and other aggrieved employees of all wages earned
10 and due, DEFENDANTS knowingly and intentionally failed to maintain records as required
11 under Labor Code §§ 226(a) and 1174(d) and IWC Wage Order No. 9-2001, § 7, including but
12 not limited to the following records: total daily hours worked by each employee; applicable rates
13 of pay; all deductions; meal periods; time records showing when each employee begins and ends
14 each work period; and accurate itemized statements.

15 **Failure to Furnish Accurate Itemized Wage Statements**

16 **[Cal. Labor Code § 226(a); IWC Wage Order No. 9-2001, § 7]**

17 36. During the PENALTY PERIOD, DEFENDANTS routinely failed and continue to
18 fail to provide PLAINTIFF and other aggrieved employees with timely and accurate itemized
19 wage statements in writing showing each employee's gross wages earned, total hours worked, the
20 number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
21 rate basis, all deductions made, net wages earned, the inclusive dates of the period for which the
22 employee is paid, the name of the employee and only the last four digits of his or her social
23 security number or employee identification number, the name and address of the legal entity or
24 entities employing PLAINTIFF and other aggrieved employees, and all applicable hourly rates in
25 effect during each pay period and the corresponding number of hours worked at each hourly rate,
26 in violation of California Labor Code § 226(a) and IWC Wage Order No. 9-2001 § 7.

27 37. During the PENALTY PERIOD, DEFENDANTS knowingly and intentionally
28 failed to provide PLAINTIFF and other aggrieved employees with timely and accurate itemized

1 wage statements in accordance with Labor Code § 226(a).

2 38. During the PENALTY PERIOD, PLAINTIFF and other aggrieved employees
3 suffered injury as a result of DEFENDANTS' failure to provide timely and accurate itemized
4 wage statements as PLAINTIFF and other aggrieved employees could not promptly and easily
5 determine from the wage statement alone one or more of the following: the gross wages earned,
6 the total hours worked, all deductions made, the net wages earned, the name and address of the
7 legal entity or entities employing PLAINTIFF and other aggrieved employees, and/or all
8 applicable hourly rates in effect during each pay period and the corresponding number of hours
9 worked at each hourly rate.

10 **Failure to Indemnify for Necessary Expenditures Incurred in Discharge of Duties**

11 **[Cal. Labor Code § 2802]**

12 39. Labor Code § 2802(a) requires an employer to indemnify an employee for all
13 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
14 of his or her duties, or of his or her obedience to the directions of the employer.

15 40. During the PENALTY PERIOD, DEFENDANTS failed to indemnify PLAINTIFF
16 and other aggrieved employees for all business expenses and/or losses incurred in direct
17 consequence of the discharge of their duties while working under the direction of
18 DEFENDANTS, in violation of Labor Code § 2802.

19 **FIRST CAUSE OF ACTION**

20 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

21 **[Cal. Labor Code § 2698, *et seq.*]**

22 **(Against All DEFENDANTS)**

23 41. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
24 allegations in paragraphs 1 through 38

25 42. PLAINTIFF is an "aggrieved employee" within the meaning of Labor Code
26 § 2699(c), and a proper representative to bring a civil action on behalf of himself and other
27 current and former non-exempt employees of DEFENDANTS pursuant to the procedures
28 specified in Labor Code § 2699.3, because PLAINTIFF is employed by DEFENDANTS and one

1 or more of the alleged Labor Code violations was committed against PLAINTIFF during the
2 PENALTY PERIOD.

3 43. PLAINTIFF seeks to recover civil penalties through a representative action
4 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
5 Cal.4th 969. Thus, class certification is not required.

6 44. Pursuant to Labor Code §§ 2698-2699.5, PLAINTIFF seeks to recover civil
7 penalties from DEFENDANTS in a representative action for the violations set forth above,
8 including but not limited to violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226(b),
9 226(c), 226.7, 510, 512, 1174(d), 1194, 1197, 1198, and 2802.

10 45. Pursuant to Labor Code § 2699(a), PLAINTIFF seeks civil penalties for
11 DEFENDANTS' violations of Labor Code provisions for which a civil penalty is specifically
12 provided, including but not limited to the following:

13 a. Pursuant to Labor Code § 210, for violations of Labor Code § 204,
14 DEFENDANTS are subject to a civil penalty in the amount of one hundred
15 dollars (\$100) for the initial violation for each failure to pay each employee
16 and two hundred dollars (\$200) per employee for violations in subsequent
17 pay periods.

18 b. Pursuant to Labor Code § 226(f), for violations of Labor Code § 226(c),
19 DEFENDANTS are subject to a civil penalty in the amount of seven
20 hundred and fifty dollars (\$750) per aggrieved employee for each failure to
21 permit a current or former employee to inspect or receive a copy of records
22 within 21 days of a reasonable request.

23 c. Pursuant to Labor Code § 226.3, for violations of Labor Code § 226(a),
24 DEFENDANTS are subject to a civil penalty in the amount of two hundred
25 and fifty dollars (\$250) per aggrieved employee for the initial pay period
26 where a violation occurs and one thousand dollars (\$1,000) per aggrieved
27 employee for violations in subsequent pay periods.

28 d. Pursuant to Labor Code § 558(a), "[a]ny employer or other person acting

1 on behalf of an employer who violates, or causes to be violated, a section
2 of this chapter or any provision regulating hours and days of work in any
3 order of the Industrial Welfare Commission,” including Labor Code §§ 510
4 and 512, shall be subject to a civil penalty, in addition to any other penalty
5 provided by law, of fifty dollars (\$50) for initial violations for each
6 underpaid employee for each pay period for which the employee was
7 underpaid and one hundred dollars (\$100) for each subsequent violation for
8 each underpaid employee for each pay period for which the employee was
9 underpaid. In addition, PLAINTIFF seeks civil penalties in the amount
10 sufficient to recover unpaid wages owed to aggrieved employees pursuant
11 to Labor Code § 558(a).

12 e. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d),
13 DEFENDANTS are subject to a civil penalty of five hundred dollars
14 (\$500).

15 f. Pursuant to Labor Code § 1197.1, an employer who pays or causes to be
16 paid to any employee a wage less than the minimum fixed by an order of
17 the commission, shall be subject to a civil penalty as follows: for any initial
18 violation that is intentionally committed, one hundred dollars (\$100) for
19 each underpaid employee for each pay period for which the employee is
20 underpaid; and for each subsequent violation of the same offense, two
21 hundred fifty dollars (\$250) for each underpaid employee for each pay
22 period for which the employee is underpaid regardless of whether the
23 initial violation was intentionally committed.

24 46. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil
25 penalty is not specifically provided, the following civil penalties are established: one hundred
26 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
27 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.
28 PLAINTIFF seeks such civil penalties under Labor Code § 2699(f) for DEFENDANTS’

1 violations of Labor Code provisions for which a civil penalty is not specifically provided,
2 including but not limited to Labor Code §§ 201, 202, 203, 226.7, 1194, 1197, 1198, and 2802.

3 47. PLAINTIFF additionally seeks reasonable attorney's fees and costs pursuant to
4 Labor Code § 2699(g)(1).

5 **PRAYER FOR RELIEF**

6 WHEREFORE, PLAINTIFF, individually and on behalf of all other aggrieved employees,
7 pray for relief against DEFENDANTS as follows:

8 1. For civil penalties according to proof, including but not limited to the amount of
9 any unpaid wages of PLAINTIFF and other aggrieved employees and all penalties authorized by
10 the Labor Code §§ 210, 226(f), 226.3, 558, 1174.5, 1197.1, and 2699(a) and (f);

11 2. For interest at the legal rate pursuant to Labor Code §§ 218.6, 1194, 2802,
12 California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-
13 judgment interest;

14 3. For reasonable attorney's fees and costs pursuant to Labor Code § 2699(g) and/or
15 any other applicable provisions providing for attorney's fees and costs; and

16 4. For such further relief that the Court may deem just and proper.
17
18

19 DATED: January 24, 2022

Respectfully submitted,

20 **MATERN LAW GROUP, PC**

21
22 By: 

23 Matthew J. Matern
24 Tagore O. Subramaniam
25 Max N. Sloves
26 Attorneys for Plaintiff GONZALO G.
27 ORDONES SOCOP, individually, and on
28 behalf of other aggrieved employees

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DATED: January 24, 2022

MATERN LAW GROUP, PC

True Love !!

Matthew J. Matern
Tagore O. Subramaniam
Max N. Sloves
Attorneys for Plaintiff GONZALO G.
ORDONES SOCOP, individually, and on
behalf of other aggrieved employees

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to this action. My business address is 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, California 90266.

On January 24, 2022, I served the following document or documents:

**FIRST AMENDED COMPLAINT FOR VIOLATION OF THE CALIFORNIA LABOR
CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

☒ **By electronic service (via electronic filing service provider,** I caused the documents to be electronically transmitted to Case Anywhere, an electronic filing service provider, at www.caseanywhere.com pursuant to the Court's Electronic Case Management Order governing the matter titled *Ordones Socop v. Miracle Mile Properties, LP, et al.*, LASC Case No. 21STCV32715 mandating electronic service. The transmission was reported as complete and without error to the addressees as stated below.

Jose-Manuel A. de Castro, Esq. David G. Larmore, Esq. Lori V. Minassian, Esq. DE CASTRO LAW GROUP, PC 7590 N. Glenoaks Blvd., Ste. 201 Los Angeles, California 91504 Telephone: (310) 270-9877 Facisimlie: (310) 341-2330 Email: jmdecastro@decastrolawgroup.com dlarmore@decastrolawgroup.com lminassian@decastrolawgroup.com	Counsel for Defendant Miracle Mile Properties, LP; and Parkwood Knoll Apartments
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on January 24, 2022 at Manhattan Beach, California.

Roxana Barcenias

EXHIBIT E

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Gonzalo G. Ordones Socop (“Plaintiff”) and Defendant Miracle Mile Properties, LP (“Defendant”) (Plaintiff and Defendant are collectively referred to as “the Parties”).

1. DEFINITIONS.

- 1.1 “Action” means Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Gonzalo G. Ordones Socop v. Miracle Mile Properties, LP, et al.* (Case No. 21STCV32715) initiated on September 3, 2021 and pending in the Superior Court of the State of California, County of Los Angeles.
- 1.2 “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4 “Aggrieved Employees” means all current and former non-exempt employees of Defendant in the State of California at any time during the PAGA Period.
- 1.5 “Aggrieved Employee Data” means Aggrieved Employees’ identifying information in Defendant’s possession including each Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6 “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7 “Approval Order” means the Court’s Order Granting Approval of PAGA Settlement.
- 1.8 “Court” means the Superior Court of California, County of Los Angeles.
- 1.9 “Defense Counsel” means De Castro Law Group, P.C., including José-Manuel A. de Castro, David G. Larmore, and Lori V. Minassian.
- 1.10 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment shall be final on the day the Court enters Judgment.
- 1.11 “Gross Settlement Amount” means \$480,000.00, which is the total amount

Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

- 1.12 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods the Aggrieved Employee worked.
- 1.13 "Judgment" means the judgment entered by the Court based upon the Approval Order.
- 1.14 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.15 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.16 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid as PAGA Penalties.
- 1.17 "Operative Complaint" means the First Amended Complaint filed on January 24, 2022 in the Action.
- 1.18 "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.19 "PAGA Counsel" means Matern Law Group ("MLG"), including Matthew J. Matern, Matthew W. Gordon, and Erin R. Hutchins.
- 1.20 "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.21 "PAGA Notice" means Plaintiff's April 27, 2021 letter and September 8, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.22 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.23 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to the LWDA, in settlement of PAGA claims.

- 1.24 “PAGA Period” means the period from June 30, 2020, through the date of the approval of this settlement, or August 20, 2024, whichever is sooner.
- 1.25 “PAGA Plaintiff Service Payment” means the amount to be paid to Plaintiff in recognition of his effort and work in prosecuting the Action on behalf of Aggrieved Employees and the State of California, and for his general release of claims against the Released Parties. Subject to the Court granting Approval of this Settlement Agreement, Plaintiff will request Court approval of a PAGA Plaintiff Service Payment of up to Ten Thousand Dollars (\$10,000.00), to be paid out of the Gross Settlement Amount. Plaintiff will remain entitled to his Individual PAGA Payment in addition to the PAGA Plaintiff Service Payment.
- 1.26 “Plaintiff” means Gonzalo G. Ordonez Socop, the named plaintiff in the Action.
- 1.27 “Released PAGA Claims” means all claims, demands, rights, liabilities, and causes of action for civil penalties under PAGA, arising during the PAGA Period, that were pled in the Operative Complaint in the Action and/or Plaintiff’s PAGA Notice or that reasonably could have been pled based upon the factual allegations in the Operative Complaint and/or Plaintiff’s PAGA Notice.
- 1.28 “Released Parties” means Defendant and all affiliated predecessor and successor entities, and each such entity’s respective present and former subsidiaries, affiliates, parents, agents, employees, former employees, partners, owners, directors, officers, attorneys, trustees, insurers, representatives, predecessors, successors and assigns.
- 1.29 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.30 “Defendant” means Defendant Miracle Mile Properties, LP.

2. RECITALS.

- 2.1. On September 3, 2021, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant, Miracle Mile Properties, Inc., and Parkwood Knoll Apartments as a class action for (1) Failure to Provide Required Meal Periods; (2) Failure to Provide Required Rest Periods; (3) Failure to Pay Overtime Wages; (4) Failure to Pay Minimum Wages; (5) Failure to Pay All Wages Due to Discharged and Quitting Employees; (6) Failure to Maintain Required Records; (7) Failure to Furnish Accurate Itemized Wage Statements; (8) Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties; (9) Unfair and Unlawful Business Practices; and a representative action for (10) Penalties Under the Labor Code Private Attorneys General Act, as Representative Action. On January 24, 2022, Plaintiff filed a First Amended Complaint (“FAC”) with a single cause of action for Violation of the California Labor Code Private Attorneys General Act of 2004 against Defendant; Miracle Mile Properties, Inc.; Parkwood Knoll Apartments; DecisionHR, Inc. and DecisionHR I, Inc. On November 9, 2023, this Court dismissed DecisionHR, Inc. and DecisionHR I, Inc. with prejudice.

Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. On April 25, 2024, the Parties participated in an all-day mediation presided over by Jeff Fuchsman, Esq. On June 28, 2024, the Parties accepted a mediator's proposal to settle the Action in principle, subject to entering into a long-form settlement agreement.
- 2.4. In advance of the mediation, Defendant sent Plaintiff relevant information, including Plaintiff's employment records, two versions of Defendant's employee handbook with policies applicable to aggrieved employees, payroll and timekeeping data files for non-exempt employees during the PAGA Period, an exemplar of a certification of the accuracy of records and breaks, documents pertaining to an enacted alternative workweek schedule, and a list of employee ID numbers covered by the alternative workweek schedule. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.5. The Parties desire to settle the Action in order to avoid unnecessary litigation fees and expenses.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Defendant promises to pay \$480,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:
 - 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$160,000.00, and a PAGA Counsel Litigation Expenses Payment in an amount not to exceed \$20,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts

requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.2 To Plaintiff: A PAGA Plaintiff Service Payment of \$10,000.00, subject to approval by the Court, for Plaintiff's efforts in prosecuting the Action and for his general release of all claims. The PAGA Plaintiff Service payment will be in addition to Plaintiff's Individual PAGA Payment. Defendant will not oppose requests for Court approval of this payment provided that it does not exceed this amount. The Administrator will report Plaintiff's PAGA Plaintiff Service Payment on an IRS Form 1099. If the Court approves a PAGA Plaintiff Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.
- 3.2.3 To the Administrator: An Administration Expenses Payment, not to exceed \$5,000.00, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$5,000.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties shall be paid from the Net Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.
 - 3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - 3.2.4.2 The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date,

Defendant estimates there are a total of 11,800 PAGA Pay Periods worked by 150 Aggrieved Employees from June 30, 2020 through April 25, 2024 based on the available records as well as reasonable extrapolation within the relevant time period.

- 4.2 Aggrieved Employee Data. Within 21 calendar days of Defendant's receipt of notice of the Court granting Approval of the Settlement, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3 Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 calendar days after the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks or transfer funds for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database. The Administrator will include with each check a Notice of Settlement Award, in both English and Spanish, substantially in the form attached hereto as **Exhibit A**.
 - 4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to

the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4 The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASE OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and the Aggrieved Employees will release claims against all Released Parties as follows:

5.1 Release of Claims by Aggrieved Employees. Upon the full funding of the Gross Settlement Amount by Defendant, and except as to the right to enforce the terms and conditions of the Settlement Agreement, the Aggrieved Employees shall be deemed to have released the Released Parties from the Released PAGA Claims during the PAGA Period.

5.2 Release of Claims by Plaintiff. Upon the full funding of the Gross Settlement Amount by Defendant, and except as to the right to enforce the terms and conditions of this Settlement, Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the Released Parties from any and all claims, charges, transactions, losses, liabilities, damages, or occurrences through the date of execution of this Agreement ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiff acknowledges that he may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

6. MOTION FOR APPROVAL OF SETTLEMENT. Plaintiff will file a motion for approval of this Settlement.

6.1 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the motion for approval of this Settlement no later than 60 days after the full execution of this Agreement and obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel will provide a draft of the proposed Judgment to Defense Counsel at least three days before filing the motion for approval of this Settlement. PAGA Counsel is responsible for delivering evidence of the Court's Approval to the Administrator and the LWDA.

6.2 Dismissal of Miracle Mile Properties, Inc. and Parkwood Knoll Apartments. Before or at the same time as filing the motion for approval of this Settlement, Plaintiff will file a separate request for dismissal without prejudice of Defendants Miracle Mile Properties, Inc. and Parkwood Knoll Apartments.

6.3 Duty to Cooperate. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of providing reports to state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund

that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

- 7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. PAGA PAY PERIODS AND ESCALATOR CLAUSE.

- 8.1 Escalator Clause. Based on its records, Defendant estimates that there are 11,800 PAGA Pay Periods worked by Aggrieved Employees as of April 25, 2024. If the number of PAGA Pay Periods worked by Aggrieved Employees as of April 25, 2024 exceeds 12,980 (10% more than the number of PAGA Pay Periods estimated by Defendant as of April 25, 2024), then, at Defendant's option, the Gross Settlement Amount will either increase by 1% for every 1% over the 10% threshold, or the PAGA Period will end when the number of PAGA Pay Periods equals 12,980. Defendant must notify Plaintiff of the number of PAGA Pay Periods in the PAGA Period and as of April 25, 2024 no later than 30 days after the full execution of this Agreement. If the Escalator Clause is triggered, the default option will be for the Gross Settlement Amount to increase proportionately unless Defendant notifies PAGA Counsel of its election to shorten the PAGA Period within 14 days of notifying PAGA Counsel of the number of PAGA Pay Periods as of April 25, 2024.

9. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

- 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, and their respective counsel, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims.

Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 10.2 Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement action.
- 10.3 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.4 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.5 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.6 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.7 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant, nor Defense Counsel

are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

- 10.8 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties, or their representatives, and approved by the Court.
- 10.9 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.10 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 10.11 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.12 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. The Parties agree there shall be no publicity about the settlement. The Parties agree to keep the terms of the settlement confidential until a motion for approval of the settlement is filed with the Court, except that PAGA Counsel may disclose information necessary to obtain estimates from prospective settlement administrators.
- 10.13 Use and Return of Aggrieved Employees' Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.
- 10.14 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.15 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.16 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly

given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Matthew J. Matern (mmatern@maternlawgroup.com)
Matthew W. Gordon (mgordon@maternlawgroup.com)
Erin R. Hutchins (ehutchins@maternlawgroup.com)
Matern Law Group, PC
1320 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266

To Defendant:

José-Manuel A. de Castro (jmdecastro@decastrolawgroup.com)
David G. Larmore (dlarmore@decastrolawgroup.com)
Lori V. Minassian (lminassian@decastrolawgroup.com)
De Castro Law Group, P.C.
7590 N. Glenoaks Blvd., Suite 201
Los Angeles, California 91504

- 10.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.18 Stay of Litigation. The Parties agree that upon the full execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the full execution of this Agreement, and pursuant to Code of Civil Procedure § 583.330(a), the time within which the Action must be brought to trial shall be extended by that period of time from the date of execution of this Agreement to the date on which the Court enters judgment or the date on which the Court enters an order declining to grant approval of this Agreement, and that said period of time shall not be included in the computation of the five-year period specified in Code of Civil Procedure § 583.310.

Gonzalo G. Ordones Socop (Aug 19, 2024 18:46 PDT)

Gonzalo G. Ordones Socop
Plaintiff and Representative of
Aggrieved Employees

Date: 08/19/2024


Miracle Mile Properties, LP
Defendant

Print Name and Title: Frank Menlo, President

Date: 10/07/24

APPROVED AS TO FORM AND CONTENT:



Matthew J. Matern

Matthew W. Gordon

Erin R. Hutchins

Counsel for Plaintiff Gonzalo G. Ordonez Socop
and Aggrieved Employees

Date: 08/20/2024



José-Manuel A. de Castro

Counsel for Defendant Miracle Mile Properties, LP

Date: 10/7/2024

EXHIBIT A

NOTICE OF SETTLEMENT AWARD

Gonzalo G. Ordones Socop v. Miracle Mile Properties, LP, et al.
LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 21STCV32715

This check is provided as your portion of the settlement in the above captioned action: *Gonzalo G. Ordones Socop v. Miracle Mile Properties, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV32715 (“*Ordones Socop*”).

A. NATURE OF THE SETTLED LAWSUIT

Ordones Socop is a Private Attorneys General Act (“PAGA”) action.

On September 3, 2021, Plaintiff Gonzalo G. Ordones Socop (“Plaintiff”) commenced this action. On January 24, 2022, Plaintiff filed a First Amended Complaint with a single cause of action for Violation of the California Labor Code Private Attorneys General Act of 2004 against Miracle Mile Properties, LP; Miracle Mile Properties, Inc.; Parkwood Knoll Apartments; DecisionHR, Inc. and DecisionHR I, Inc. On November 9, 2023, this Court dismissed DecisionHR, Inc. and DecisionHR I, Inc. with prejudice. As part of the settlement, Plaintiff will dismiss without prejudice Defendants Miracle Mile Properties, Inc. and Parkwood Knoll Apartments.

Defendant Miracle Mile Properties, LP denies the allegations in the First Amended Complaint, denies any failure to comply with the laws identified in the First Amended Complaint and denies any and all liability for the causes of action alleged.

The Superior Court of California, County of Los Angeles has not made a ruling on the merits of Plaintiff’s claims or Defendant Miracle Mile Properties, LP’s defenses.

B. CLAIMS RELEASED

The claims released in the settlement include any and all claims for civil penalties that could have been assessed upon or collected from Defendant Miracle Mile Properties, LP and all affiliated predecessor and successor entities, and each such entity’s respective present and former subsidiaries, affiliates, parents, agents, employees, former employees, partners, owners, directors, officers, attorneys, trustees, insurers, representatives, predecessors, successors and assigns (“Released Parties”) under PAGA based on the factual allegations and/or claims pled in the First Amended Complaint and/or alleged in any of the letters (or attachment(s)) sent to the Labor & Workforce Development Agency by or on behalf of Plaintiff (i.e., Plaintiff’s PAGA Notices), for work performed during the “PAGA Period” (June 30, 2020 through August 20, 2024), including the following:

All claims, demands, rights, liabilities, and causes of action for civil penalties under PAGA, arising during the PAGA Period, that were pled in the First Amended Complaint in *Ordones Socop* and/or Plaintiff’s PAGA Notices or that reasonably could have been pled based upon the factual allegations in the First Amended Complaint in *Ordones Socop* and/or Plaintiff’s PAGA Notices.

EXHIBIT F

AMENDMENT TO PAGA SETTLEMENT AGREEMENT

Pursuant to Paragraph 10.8 of the PAGA Settlement Agreement (“Agreement”), this Amendment to PAGA Settlement Agreement (“Amended Agreement”) is made by and between Plaintiff Gonzalo G. Ordones Socop (“Plaintiff”) and Defendant Miracle Mile Properties, LP (“Defendant”) (Plaintiff and Defendant are collectively referred to as “the Parties”). The Agreement is amended as follows:

- 1.11 “Gross Settlement Amount” means \$480,000.00, which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the PAGA Plaintiff Service Payment, and the Administrator’s Expenses Payment.
- 1.16 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, the PAGA Plaintiff Service Payment, and the Administration Expenses Payment. The remainder is to be paid as PAGA Penalties.
- 4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks or transfer funds for all Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Plaintiff Service Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

These Amendments to Paragraphs 1.11, 1.16, and 4.4 of the Agreement expressly supersede the original Paragraphs 1.11, 1.16, and 4.4 and are incorporated by reference in the Agreement.

MATERN LAW GROUP, PC



Matthew J. Matern

Matthew W. Gordon

Erin R. Hutchins

Counsel for Plaintiff Gonzalo G. Ordones Socop and Aggrieved Employees

Date: 11/19/2024

DE CASTRO LAW GROUP, PC



José-Manuel A. de Castro

Counsel for Defendant Miracle Mile Properties, LP

Date: 11/19/2024

EXHIBIT G