

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

Monnett De La Torre (State Bar #272884)

Perssia Razma (State Bar #351398)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

jlapuyade@jcl-lawfirm.com

mdelatorre@jcl-lawfirm.com

prazma@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 255-9047

shani@zakaylaw.com

Attorneys for PLAINTIFF MARIA TABAREZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

MARIA TABAREZ, on behalf of the State of
California, as a private attorney general,

Plaintiff,

v.

ALTA HOSPITALS SYSTEM, LLC, a
California Limited Liability Company; DOES 1-
50, Inclusive,

Defendants.

Case No: 21SMCV01379

**DECLARATION OF JEAN-CLAUDE
LAPUYADE, ESQ. IN SUPPORT OF
PLAINTIFF'S MOTION TO APPROVE
PAGA SETTLEMENT**

Date: December 18, 2024

Time: 8:30 a.m.

Reservation ID: 878949144033

Judge: Hon. Michael E. Whitaker

Dept: 207

1 I, JEAN-CLAUDE LAPUYADE, declare as follows:

2 1. I am the managing partner of the law firm of JCL Law Firm, APC, co-lead counsel of
3 record for Plaintiff Maria Tabarez (“Plaintiff”) in this matter. As such, I am fully familiar with the
4 facts, pleadings, and history of the matter. The following facts are within my own personal knowledge,
5 and if called as a witness, I could testify competently to the matters stated herein.

6 2. This declaration is being submitted in support of the Motion for Approval of PAGA
7 Settlement with Defendant Alta Hospitals System, LLC (“Defendant”).

8 3. A true and correct copy of the fully executed Joint Stipulation of Settlement of PAGA
9 Action and Release of PAGA Claims (“Agreement”) is attached hereto as Exhibit #1.

10 4. A true and correct copy of Plaintiff’s May 7, 2021, Notice of Violations filed with the
11 Labor and Workforce Development Agency (“PAGA Notice”) is attached hereto as Exhibit #2.

12 5. A true and correct copy of the proof of filing with the LWDA of Motion for Approval of
13 PAGA Settlement, is attached hereto as Exhibit #3. Included with the Motion is a copy of the
14 Agreement.

15 6. A true and correct copy of the JCL Law Firm, APC, “Time and Billing Journal” as of
16 November 11, 2024, is attached hereto as Exhibit #4.

17 7. A true and correct copy of the JCL Law Firm, APC, “Transaction Summary” as of
18 November 8, 2024, is attached hereto as Exhibit #5.

19 8. A true and correct copy of the JCL Law Firm, APC, Firm Resume is attached hereto as
20 Exhibit #6.

21 **I. INTRODUCTION**

22 9. If approved, the Aggrieved Employees and the California Labor Workforce and
23 Development Agency (“LWDA”) will share the PAGA Penalties of Two Hundred Thousand Two
24 Hundred Twenty-Six Dollars and Fifteen Cents (\$200,226.15). The PAGA Penalties shall be
25 distributed, 75% to the LWDA and 25% to the Aggrieved Employees.

26 10. An objective evaluation of the proposed settlement confirms that the relief negotiated on
27 behalf of the Aggrieved Employees and the LWDA is fair, reasonable, and valuable. The Settlement is
28 a product of informed, adversarial, and non-collusive and mediated negotiations between experienced

counsel. As discussed below, the proposed Settlement satisfies all criteria for PAGA settlement approval. Accordingly, Plaintiff and PAGA Counsel respectfully request this Court grant approval of the Agreement.

II. PROCEDURAL AND FACTUAL BACKGROUND

A. Plaintiff's Exhaustion of Administrative Remedies Under PAGA And Civil Action Against Defendant

11. On May 7, 2021, Plaintiff, on behalf of herself and on behalf of other Aggrieved Employees, served Defendant and the LWDA with a Notice of Violations ("PAGA Notice") and draft complaint memorializing claims against Defendant for alleged violations of the California Labor Code, including causes of action for failure to provide compliant meal and rest periods; failure to accurately compensate for missed meal and rest periods; failure to pay all minimum, regular, and overtime wages; failure to provide accurate itemized wage statements; and failure to timely pay wages due during, and upon termination of employment. (LWDA Case No. LWDA-CM-831669-21).

12. On August 16, 2021, Plaintiff filed a class action complaint against Defendant in the Superior Court for Los Angeles County, Case Number 21STCV30149. The complaint alleged eight causes of action for (1) Unfair Competition; (2) Failure to Pay Minimum Wages; (3) Failure to Pay Overtime Wages; (4) Failure to Provide Required Meal Periods; (5) Failure to Provide Required Rest Periods; (6) Failure to Provide Accurate Itemized Wage Statements; and (7) Failure to Reimburse Employees for Required Expenses; and (8) Failure to Provided Wages When Due.

13. The 65-day "waiting period" on Plaintiff's right to file a civil action under PAGA, *see* Cal. Lab. Code § 2699.3(a)(2)(A), lapsed without the LWDA notifying Plaintiff that they intended to investigate the claims in the PAGA Notice. To date, the LWDA still has not advised Plaintiff of any intent to take action with respect to the claims in the PAGA Notice.

14. On August 16, 2021, Plaintiff filed a separate representative complaint against Defendant in the Superior Court for Los Angeles, Case Number 21SMCV01379 (the "Action"). The complaint alleged one cause of action for civil penalties under the Private Attorney Generals Act ("PAGA").

15. Plaintiff's counsel subsequently learned of the existence of an arbitration agreement by and between Plaintiff and Defendant that purportedly barred Plaintiff's proposed class action claims.

1 On or about July 29, 2022, the Parties stipulated to dismiss the class claims and have Plaintiff's
2 individual claims proceed to Arbitration. Accordingly, Plaintiff dismissed her class claims against
3 Defendant without prejudice and her individual claims were ordered to arbitration. On September 16,
4 2022, Plaintiff filed her Arbitration with the Judicial Arbitration and Mediation Services. Thereafter
5 the Parties agreed to stay the Arbitration and proceed to Mediation.

6 16. On May 8, 2024, the Parties participated in an all-day mediation presided over by Lisa
7 Klerman, Esq., an experienced mediator of wage and hour representative actions. In advance of the the
8 mediation, Defendant provided Plaintiff with sufficient information to properly evaluate Defendant's
9 potential liability exposure. Among the data and documents Defendant produced included, but was not
10 limited to, the total number of Aggrieved Employees, pay periods, 30% sampling of timekeeping and
11 payroll records, amount paid in premiums, Plaintiff's personnel file, employee handbooks, and policies
12 and information including but not limited to: New Hire Pre-Boarding Guide, Prospect Medical
13 Holdings, Inc.'s Corporate Compliance Program, Plaintiff's acknowledgements of policies, Meal
14 Period Waiver, Prospect Medical Holdings Code of Conduct, Driving Policy, Position Summary-
15 Administrative Assistant, Administrative Assistant Job description, Facilities Development
16 Coordinator Job Description, Travel and Business Expense Reimbursement Policy (Eff. 10/03/2019),
17 Information on Non-Discretionary Bonus Compensation, and attestation data.

18 17. Mediation concluded without a settlement. However, in the interest of resolving this
19 matter, the Parties continued settlement negotiations. After arms-length negotiations and bargaining,
20 the Parties accepted a Mediator's proposal, which was memorialized in the form of a Memorandum of
21 Understanding ("MOU"). After reaching an agreement in principle, the Parties drafted and negotiated
22 a long-form settlement which is the subject of the instant motion. The Settlement was negotiated in light
23 of all known facts and circumstances and the uncertainty associated with litigation – including the risk
24 of Plaintiff not being able to maintain representative claims and establishing manageability, the
25 difficulty of proving Plaintiff's claims in a manageable trial, the merits of Defendant's potential
26 defenses, and the significant delay and potential appellate issues inherent to litigation.

27 18. The Settlement is intended to fully and finally resolve the Released PAGA Claims
28 asserted by Plaintiff on behalf of herself, the LWDA, and the State of California. This is only a

1 Settlement of the PAGA claims for civil penalties and is not a class settlement and does not release the
2 individual claims, if any, of the Aggrieved Employees. This Settlement does not release any claim that
3 is not a PAGA claim.¹ While the consideration for settlement of Plaintiff's individual claims will be
4 deducted from the Gross Settlement Amount for the Parties' convenience, settlement of Plaintiff's
5 individual claims is set forth in Plaintiff's Individual Settlement Agreement. Nor does this Settlement
6 waive Defendant's right to assert *res judicata* or other available defense to any asserted claim or lawsuit.

7 19. On July 19, 2024, Plaintiff filed an amended PAGA notice with the LWDA, pursuant to
8 the terms of the settlement, to include facts and allegations for violations of California Labor Code
9 Sections 201-204 *et seq.*, 210, 221, 226, 226.3, 226.7, 245-249, 351, 510, 512, 551-552, 558, 1174,
10 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, California Code of Regulations, Title 8, Sections
11 11040 & 11050, Subdivisions 5(A)-(B) (Reporting Time Pay) & 14 (Failure to Provide Seating),
12 Violation of Related Provisions of Applicable Industrial Welfare Commission Wage Order(s), and
13 Pursuant to California Labor Code Section 2699.5.

14 20. Thereafter, pursuant to the terms of the settlement, on October 7, 2024, Plaintiff filed a
15 First Amended Complaint to include all facts and allegations included in Plaintiff's Amended PAGA
16 Notice.

17 21. Pursuant to California Labor Code Section 2699(1), Plaintiff is providing a copy of the
18 Settlement Agreement and this motion to the LWDA concurrently with the filing of the instant motion
19 for settlement approval as set forth in the accompanying proof of service. Additionally, Plaintiff will
20 submit to the LWDA a copy of the Court's judgment and order approving the Settlement Agreement
21 within ten (10) days after entry of judgment or order.

22 **III. TERMS OF THE PAGA SETTLEMENT**

23 22. The PAGA settlement is subject to Court approval consistent with Labor Code §
24 2699(1)(2). The Settlement Agreement negotiated by the Parties provides for a Gross Settlement
25 Amount payment in the amount of Three Hundred Fifty-Five Thousand Dollars and Zero Cents
26 (\$355,000.00) to resolve the PAGA claims. From the Gross Settlement Amount, there is a deduction
27 of a PAGA Counsel Award in the amount of One Hundred Forty- Thousand Eight Hundred Eight
28

¹ As explained by the Supreme Court in *ZB, N.A.*, 8 Cal. 5th 175 at 196: "Nonparty employees are bound by the judgment in an action under the PAGA, but only with respect to recovery of civil penalties."

Dollars and Eighty-Five Cents (\$140,808.85), comprised of one-third of the Gross Settlement Amount (estimated to be approximately One Hundred Eighteen Thousand Three Hundred Thirty-Three Dollars and Thirty Three Cents (\$118,333.33)), reimbursement of incurred litigation expenses in the amount of Twenty-Two Thousand Four Hundred Seventy-Five Dollars and Fifty-Two Cents. (\$22,475.52), Plaintiff's Individual Settlement Payment of Ten Thousand Dollars and Zero Cents (\$10,000.00), and Administration Expenses Payment in the amount of Three Thousand Nine Hundred Sixty-Five Dollars and Zero Cents (\$3,965.00). Agreement generally at § 3.2. After these deductions, the amount remaining is the "PAGA Penalties," which is estimated to be Two Hundred Thousand Two Hundred Twenty-Six Dollars and fifteen Cents (\$200,226.15).

IV. THE COURT SHOULD APPROVE THE PAGA SETTLEMENT

23. The Gross Settlement Amount of Three Hundred Fifty-Five Thousand Dollars and Zero Cents (\$355,000.00) is fair and reasonable and, therefore, should be approved. Here, Defendant's *maximum* liability exposure for PAGA penalties is estimated at approximately \$3,409,550.

24. Plaintiff's consultant estimated Defendant's exposure as follows:

Claim	Penalty Amount ²	Number of Pay Periods / Violations	Violation Rate	Total Penalties
<i>Unpaid Wages Violations</i> Cal. Labor Code §§ 510, 558, 1194, 1197	\$50	10,163	100% of PAGA Pay Periods	\$508,150
<i>Unpaid Overtime (Regular Rate)</i> Cal. Labor Code § 510	\$100	516	5.1% of PAGA Pay Periods	\$51,600
<i>Meal Period Violations</i> Cal. Labor Code §§ 226.7 and 512	\$50	6,105	60.1% of PAGA Pay Periods	\$305,250
<i>Rest Period Violations</i> Cal. Labor Code §§ 226.7 and 512	\$50	10,103	99.4% of PAGA Pay Periods	\$505,150
<i>Wage Statement Violations</i> Cal. Labor Code § 226	\$100	10,163	100% of PAGA Pay Periods	\$1,016,300
<i>Waiting Time Penalties</i> Cal. Labor Code § 201, 202, 203	\$100	68	100% of PAGA Pay Periods	\$6,800
<i>Reimbursement Penalties</i> Cal. Labor Code § 2802	\$100	10,163	100% of PAGA Pay Periods	\$1,016,300

² In *Bernstein v. Virgin America, Inc.* (2021) 3 F.4th 1127, 1144, the court decided that "[u]ntil the employer has been notified that it is violating a Labor Code provision ... the employer cannot be presumed to be aware that its continuing underpayment of employees is a 'violation' subject to penalties." Therefore, Plaintiff used only penalties for initial violations.

1 25. Plaintiff alleges that Defendant failed to pay all wages due to Plaintiff and the Aggrieved
2 Employees under two separate theories. First, Plaintiff alleges she and other Aggrieved Employees
3 worked off-the-clock to undergo mandatory pre-shift COVID-19 screenings. Additionally, Plaintiff and
4 Aggrieved Employees were required to send and receive work-related communications on the
5 weekends, after hours, and while scheduled to be off pursuant to PTO requests. Plaintiff also alleges
6 that Defendant had a practice of rounding and manipulating timesheets. As a result of these
7 miscalculations, Plaintiff and other Aggrieved Employees were underpaid their regular and overtime
8 wages during their employment with Defendant.

9 26. Defendant denies any practice of failing to pay employees for work performed off-the-
10 clock. To the extent any employee was not recording his or her time spent preparing reports, Defendant
11 contends that they were not instructed to do so, nor was Defendant aware that any work was being
12 performed off-the-clock. Plaintiff estimates Defendant's exposure for this claim to be approximately
13 \$508,150.00.

14 27. Plaintiff alleged that Defendant failed to include non-discretionary incentive
15 compensation when calculating the regular rate of pay for purposes of overtime wages and premiums.
16 Specifically, Plaintiff's expert found certain non-discretionary bonuses and additional remuneration
17 identified as "Bonus Non Disc, CA Work Retent Pay, Evening 2nd Shift Diff, Holiday Hours Diff, Night
18 3rd Shift Diff.," that were not properly included in the regular rate of pay calculation for purposes of
19 calculating and paying overtime wages and premiums. The regular rate of pay, which can change from
20 pay period to pay period, includes adjustments to the straight time rate, reflecting, among other things,
21 non-discretionary bonuses and awards, shift differentials and the per-hour value of any non-hourly
22 compensation the employee has earned. *Alvarado v. Dart Container Corp. of California* (2018) 4
23 Cal.5th 542, 552-554. For overtime work, "an employee must receive a 50 percent premium on top of
24 his or her regular rate of pay[.]" *Id.* at 553. There can be no dispute over what the law requires in
25 calculating overtime wages: 1.5 times RROP, not less. (*emphasis added*) *Bowen v. Target Corporation*,
26 United States District Court, C.D. California, 2021 WL 4860689. When calculating overtime,
27 Defendant paid the overtime as follows: paid one hour at the base rate and .5 at the regular rate of pay.
28

Pursuant to the explicit language of the statute, Defendant was to pay overtime at 1.5 times the regular rate of pay, not .5. This resulted in the underpayment of overtime.

28. Further, California law requires meal period premiums and rest period premiums to be paid at an employee's regular rate of pay. See *Ferra v. Lowes Hollywood Hotel, LLC* (2021) 11 Cal.5th 858.). When Defendants paid meal and/or rest premiums in response to non-compliant meal periods, those premiums were not paid at the employees' regular rate of pay. Defendant denied liability and asserted it paid the correct rate of pay for purposes of overtime wages and premiums. Defendant also argued that these bonuses were discretionary and did not need to be included in the regular rate calculation for payment of overtime wages and premiums. Plaintiff's expert estimated that Defendant's exposure for this claim was approximately \$51,600.

29. Plaintiff also alleges that Defendant regularly violated the law by (a) failing to provide meal periods, (b) providing late meal periods, (c) providing short meal periods, and/or (d) interrupting employees during their meal periods. Due to the press of business and the nature of Defendant's business, Plaintiff and Aggrieved Employees were required to work through and/or take late, short or interrupted meal periods in order to meet business demands. Defendant denies these allegations, and argued they implemented meal break waivers and employees were required to attest to receiving compliant meal and rest breaks. However, Plaintiff argues that Defendant's second meal break waiver was invalid as it failed to tell employees they could not waive the second meal when they worked over 12 hours. Additionally, with respect to the attestations, Plaintiff and Aggrieved Employees had no choice but to "agree" if they wanted to get paid. Plaintiff estimates Defendant's exposure for this claim to be approximately \$305,250.00.

30. Similarly to meal breaks, Plaintiff also alleged that Defendant failed to provide compliant rest periods. Specifically, Plaintiff alleged that she and the Aggrieved Employees were unable to take rest breaks due to the press of business. Plaintiff and the Aggrieved Employees were to remain "on-call" and available by telephone and/or email. The nature of Defendant's business alone calls for immediate attention to business/patient needs by employees. This resulted in employees failing to take a rest break. Defendant denied these allegations, arguing that to the extent any employee failed to take a rest break, it was done at the employee's sole discretion, and further, that Defendant maintain legally

1 compliant rest period policies. Defendant also argued that Plaintiff's rest break claim would have
2 mainly relied on the testimony of Aggrieved Employees, making it a riskier claim. Establishing liability
3 likely would have entailed competing testimony stating either rest breaks were taken, or rest breaks
4 were voluntarily waived. See, e.g., *Ordonez v. Radio Shack, Inc.* (C.D. Cal. Jan. 17, 2013) 2013 WL
5 210223, at *11 ("Because of the competing testimony before the Court, plaintiff's evidence that
6 defendant may have an illegal, written rest break policy is insufficient for this Court to find that common
7 issues predominate."); *Villa v. United Site Servs. of California, Inc.* (N.D. Cal. Nov. 13, 2012) 2012
8 WL 5503550, at *8 ("Indeed, Plaintiff's own evidence confirms that the written policy does not generate
9 uniform practices"). Considering Defendant's defenses, Plaintiff estimates Defendant's exposure for
10 this claim to be approximately \$505,150.00.

11 31. Plaintiff further alleged that Defendant's labor code violations for non-compliant meal
12 and rest breaks, failure to pay minimum, regular or overtime wages resulting from Defendant's failure
13 to pay for all hours worked, miscalculating the regular rate of pay for purposes of overtime and
14 premiums, results in derivative liability for waiting time penalties and penalties resulting from inaccurate
15 wage statements. Although these penalties represented Defendant's largest dollar amount of exposure,
16 these are Plaintiff's most uncertain claims. Specifically, Defendant argued that Plaintiff could not prove
17 the "willful" prong needed to obtain waiting time penalties under Labor Code Section 203 or the
18 "knowing or intentional" prong needed to obtain waiting time penalties under Labor Code Section 226.
19 Defendant further argued that it substantially complied with its obligation to provide the correct total of
20 hours worked. Taking into account Defendant's defenses, Plaintiff estimated Defendant's exposure for
21 these claims to be \$1,023,100.00, comprised of \$6,800.00 for waiting time penalties pursuant to Labor
22 Code Section 203 and \$1,016,300.00 for penalties under Labor Code 226.

23 32. Plaintiff alleged that Defendant required Plaintiff and other Aggrieved Employees to use
24 their personal cell phones, vehicles, home internet, and personal hotspot to perform necessary work-
25 related tasks. However, Defendant did not reimburse Plaintiff and other Aggrieved Employees for these
26 expenses. California employers who require employees to incur personal business expenses for work
27 purposes must reimburse the employee for the cost incurred. (See Cal. Labor Code § 2802(a), providing
28 that "an employer shall indemnify his or her employee for all necessary expenditures or losses incurred

1 by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience
2 to the directions of the employer...”). Plaintiff’s expert estimated that Defendant’s exposure for this
3 claim was approximately \$1,016,300.00 in penalties.

4 33. In light of the above, the Gross Settlement Amount is approximately 10.4% of
5 Defendant’s potential PAGA exposure. The Gross Settlement Amount compares favorably to the likely
6 recovery of PAGA penalties through continued litigation. Defendant’s maximum exposure to PAGA
7 penalties is not a realistic outcome of the litigation because it fails to account for the risks of continued
8 litigation including, but not limited to, Defendant’s defenses. *See, Zayerz v. Kiewit Infrastructure West*,
9 2018 U.S. Dist. LEXIS 14918, *14 (C.D. Cal. January 18, 2018). For instance, Defendant argued that
10 it can only be assessed civil penalties for actual violations of the Labor Code. *See* Lab. Code § 2699(f)(2).
11 In other words, to recover any civil penalties, Plaintiff would be required to prove the underlying Labor
12 Code violations. (*Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal.
13 2011) [“Given the statutory language [of PAGA], a plaintiff cannot recover on behalf of individuals
14 whom the plaintiff has not proven suffered a violation of the Labor Code by the defendant.”].) To do
15 this, Plaintiff would need to prove each Aggrieved Employee was subject to the alleged Labor Code
16 violation, which would be difficult to do, since Defendant denies any liability or wrongdoing of any kind
17 associated with the claims alleged in this action.

18 34. Thus, Defendant contended that Plaintiff would be required to “prove Labor Code
19 violations with respect to each and every individual on whose behalf Plaintiff seek to recover civil
20 penalties under PAGA.” *Hibbs-Rines v. Seagate Technologies*, 2009 WL 513496, *4 (N.D. Cal. Mar. 2,
21 2009). When determining whether the employer committed Labor Code violations with respect to each
22 employee is impractical, the PAGA action may be more difficult to prove. *Estrada v. Royalty Carpet*
23 *Mills, Inc.*, 15 Cal. 5th 582, 608, 619 (2024)(“We also emphasize that our holding that trial courts lack
24 inherent authority to strike a PAGA claim on manageability grounds does not preclude trial courts from
25 limiting the types of evidence a plaintiff may present....”)

26 35. Finally, the maximum penalty figure does not consider that Courts have complete
27 discretion to “award a lesser amount than the maximum civil penalty amount specified [by PAGA] if,
28 based on the facts and circumstances of the particular case, to do otherwise would result in an award

1 that is unjust, arbitrary and oppressive, or confiscatory.” (Cal. Lab. Code § 2699(e)(2)). In fact, Courts
2 routinely exercise their authority to reduce PAGA penalties by 85% to 95%. *See e.g. Carrington v.*
3 *Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018) (reducing PAGA penalties to \$5 per pay period;
4 “Although the trial court may have disagreed with Starbucks regarding the issue of liability, it clearly
5 took the circumstances proffered by Starbucks into consideration when it imposed the penalty ... only
6 \$5 per initial violation”); *Kaanaana v. Barrett Bus. Servs., Inc.*, 29 Cal App 5th 778, 788 (2018), review
7 granted on other grounds (noting that the trial court “exercised its discretion to reduce the [PAGA]
8 penalties to 13 percent of the full amount [requested, because] [o]n average, plaintiffs were deprived of
9 13 percent of the 30-minute meal period”); *Fleming v. Covidien, Inc.*, 2011 WL 7563047, *4 (C.D. Cal.
10 2011) (exercising discretion to reduce the maximum amount of PAGA civil penalties for plaintiffs’
11 section 226 claims from \$2,800,000 to \$500,000 because the employees suffered no injuries as a result
12 of the erroneous wage statements and made no complaints about the errors or omissions in the wage
13 statements, thus reducing the maximum penalty by 82%); *see also, Gola v. University of San Francisco*,
14 *90 Cal. App. 5th 548 (2023), as modified (May 9, 2023), reh’g denied (May 15, 2023), review denied*
15 *(July 12, 2023), and disapproved of by Naranjo v. Spectrum Sec. Servs., Inc.*, *15 Cal. 5th 1056, 547*
16 *P.3d 980 (2024)* (concluding after a full-blown bench trial that a penalty of 15% of the maximum PAGA
17 penalties was the appropriate penalty). The gross amount obtained by PAGA Counsel is reasonable in
18 light of Defendant’s arguments.

19 36. Given Defendant’s defenses to the claimed Labor Code violations at issue, and the risks
20 and costs of continued litigation, Plaintiff and PAGA Counsel believe that the Gross Settlement Amount
21 is fair and reasonable. This settlement was negotiated by experienced counsel at arm's length.

22 37. The LWDA has been provided with notice of this motion and the PAGA settlement, and
23 the decision of the LWDA to accept the PAGA settlement and not oppose the motion should be given
24 considerable weight. Moreover, the LWDA is a sophisticated government entity that can assert and
25 protect its own rights.

26 38. Although PAGA requires that a court approve the proposed PAGA settlement, Labor
27 Code § 2699(1) does not require that a court approve any other elements of the proposed settlement.
28 Because there are no class allegations for which Plaintiff seeks approval, the approval provisions

1 applicable to class settlements under Cal. Code Civil Proc. § 382 do not apply. Accordingly, the Court
2 only needs to approve the settlement of the civil penalties sought in the PAGA claim. Nevertheless, as
3 explained herein, the settlement terms for attorneys' fees and costs are reasonable.

4 39. PAGA Counsel seeks approval of the PAGA Counsel Award, comprised of attorneys'
5 fees in the amount of One Hundred Eighteen Thousand Three Hundred Thirty-Three Dollars and Thirty
6 Three Cents (\$118,333.33) (one-third of the Gross Settlement Amount) and reimbursement of litigation
7 costs not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00).³ PAGA does not have any
8 requirements for reviewing attorneys' fees, and Plaintiff's position is that the payment of attorneys'
9 fees and costs in this Settlement is a matter of contract for a contingent representation. Nevertheless,
10 should this Court review the requested attorneys' fees, the requested fees and costs are reasonable for
11 experience wage and hour counsel.

12 **V. THE PAGA COUNSEL FEES AND EXPENSES PAYMENT ARE FAIR AND**
13 **REASONABLE**

14 40. The requested PAGA Counsel Award of One Hundred Forty Thousand Eight Hundred
15 Eight Dollars and Eighty-Five Cents (\$140,808.85), comprised of One Hundred Eighteen Thousand
16 Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$118,333.33) for attorneys' fees and
17 reimbursement of litigation expenses of Twenty-Two Thousand Four Hundred Seventy-Five dollars
18 and Fifty-Two Cents (\$22,475.52) is fair, reasonable, and justified by the result achieved. Agreement
19 at § 3.2.2.

20 41. PAGA Counsel negotiated a recovery of Three Hundred Fifty-Five Thousand Dollars and
21 Zero Cents (\$355,000.00), and this result justifies the requested fees equal to one third of this recovery.
22 This percentage is within the standard contingent recovery percentage of one-third, and this percentage
23 is what was expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th
24 480, 504, (2016). At the time this case was brought, the result was far from certain. Defendant's
25 defenses to the merits of the case created difficulties with proof and complex legal issues for PAGA
26 Counsel to overcome. Here, several defenses asserted by Defendant present serious threats to the claims
27 of Plaintiff and the Aggrieved Employees. Defendant asserted that its employment practices complied
28

³ As detailed *infra*, at the time of filing this motion, Plaintiff's Counsel incurred \$22,475.52 litigating this matter. Plaintiff will provide the Court with a final amount of litigation costs at the time of hearing on this motion.

1 with all applicable labor laws. If successful, Defendant's factual and legal defenses would eliminate
2 *any recovery* to the Aggrieved Employees. While Plaintiff believes that these defenses could be
3 overcome, Defendant maintains that these defenses have merit and therefore present a serious risk to
4 recovery. The Settlement was possible because, in PAGA Counsels' eyes, PAGA Counsel was able to
5 persuade Defendant that there was an appreciable risk that Plaintiff would prevail on the factual and
6 legal issues underlying liability and overcome difficulties in proof as to monetary relief.

7 42. As detailed in PAGA Counsels' time and billing records submitted herewith, PAGA
8 Counsels' current combined loadstar is \$153,535.75.

9 43. Attorneys who create a common fund for the benefit of a class are entitled to payment
10 from the fund of reasonable litigation expenses and costs. Common fund fee and expense awards
11 include counsel's incurred expenses because those who benefit from their effort should share in the
12 cost. *See Rider v. City of San Diego*, 11 Cal. App. 4th 1410, 1423 n.6 (1992). The appropriate analysis
13 in deciding if costs are compensable is whether the costs are of the type typically billed by attorneys to
14 paying clients in the marketplace. *See Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994); *see also*
15 *Hartless*, 273 F.R.D. at 645-46 (common fund class action settlement where court awarded litigation
16 costs for consultants, online legal research, copying, postage, long distance charges, travel expenses,
17 filing fees, mediation fees and investigation fees). Prior to incurring costs for the filing of this motion,
18 PAGA Counsel collectively expended \$22,475.52 prosecuting this action (JCL Law Firm, APC -
19 \$9,052.03, Zakay Law Group, APLC - \$8,770.19, Blumenthal Nordrehaug Bhowmik De Blow, LLP -
20 \$4,653.30).

21 44. Plaintiff is represented by competent and experienced counsel to pursue his claims. I
22 establish the JCL Law Firm, APC ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing
23 aggrieved employees and consumers throughout California in wage and hour class actions. The Firm
24 currently consists of myself, Jean-Claude Lapuyade, Esq. (Partner/Owner), Monnett De La Torre
25 (Senior Associate Attorney), Sydney Castillo-Johnson, Esq. (Associate Attorney), Perssia P. Razma
26 (Associate Attorney), Tesla Stone (Senior Paralegal and Office Manager), and Jennifer Heming
27 (Paralegal).
28

1 45. I am qualified to represent the Plaintiff, the State of California, and the Aggrieved
2 Employees. I have extensive experience with wage and hour class and representative actions litigation
3 like this matter, and employment matters in general. Additionally, I have extensive complex mass tort
4 litigation experience and complex construction product liability experience. I can, will, and have
5 adequately represented the interests of the Plaintiff, the State of California, and the Aggrieved
6 Employees throughout this action.

7 46. I have represented consumers and employees in California class actions, and complex
8 multi-party product liability actions exclusively for more than 17 years. I have been in practice as a
9 plaintiffs' civil litigation attorney since April 2007.

10 47. My credentials are reflected in the JCL Law Firm, APC, Firm Resume, a true and correct
11 copy of which is attached hereto as Exhibit #6. Some of the major cases the Firm has undertaken are
12 also set forth in Exhibit #6.

13 48. The JCL Law Firm's rates are comparable to those judicially approved for other
14 plaintiff's firms, such as Baron & Budd (rates ranging from \$775 for the requested partner to \$390-
15 \$630 for non-partners), Western Comden Casselman & Essensten (rates ranging from \$670-\$750 for
16 partners and \$300-\$500 for associates), and Blood Hurst & Rearden (\$510-\$6N95 for partners). See
17 Aarons v. BMW of North America, No. 11-7667-PSG, 2014 U.S. Dist. LEXIS 118442, *40-41 (C.D.
18 Cal. Apr. 29, 2014). Other Southern California courts have approved hourly rates in the requested range.
19 See e.g., *Kearney v. Hyundai Motor Am.*, 2013 U.S. Dist. LEXIS 91636, *24 (C.D. Cal. June 28, 2013)
20 (approving hourly rates of \$650 -\$800 for senior attorneys in consumer class action); *Parkinson v.*
21 *Hyundai Motor America*, 796 F.Supp.2d 1160, 1172 (C.D. Cal. 2010)(approving hourly rates between
22 \$445 and \$675); *Faigman v. AT&T Mobility, LLC*, 2011 U.S. Dist. LEXIS 15825, *2 (N.D. Cal. Feb.
23 15, 2011)(Approving hourly rates of \$650 an hour for partners and \$500 for associates); *Richard v.*
24 *Ameri-Force Mgmt. Servs., Inc.*, No 37-2008-00096019 (San Diego Superior Court, August 27,
25 2010)(\$695 to \$750 an hour for partners and \$495 for associates); *Barrera v. Gamestop*, No. CV 09-
26 1399 (C.D. Cal. Nov. 29, 2010)(\$700 for partners and \$475 for associates); *Anderson v. Nextel Retail*
27 *Stores, LLC*, No. CV 07-4480 (C.D. Cal. June 20, 2010)(\$655- \$750 for partners and \$300 – 515 for
28 associates); *Luquetta v. Regents of Cal.*, CGC-05-443007 (San Francisco Sup. Ct.) (approving 2012

partner rates between \$550 and \$850 per hour); and *Holoway v. Best Buy Co.*, C-05-5056-PJH (MEJ)(N.D. Cal.)(approving 2011 partner rates between \$825 and \$700, and associates hourly rates between \$355 and \$405 an hour).

49. As of October 15, 2024, The JCL Law Firm, APC incurred a total lodestar of \$76,232.50 for 122.6 hours worked by attorneys and staff successfully litigating this matter. I have reviewed my firm's lodestar in this matter and believe the charges are reasonable and were reasonably necessary to the conduct of the case. Detailed Time and Billing Journals for the JCL Law Firm are attached hereto as Exhibit #4.

50. In assessing the reasonableness of the billing rates for the attorneys and staff at the JCL Law Firm, APC, the firm refers to the "*Laffey Matrix*" to set our hourly billing rates. *See* <http://www.laffeymatrix.com/>. The *Laffey Matrix* is a fee schedule used by many courts throughout the United States, including some California state courts and California Federal District Courts. The *Laffey Matrix* is a well-established objective source that California courts have relied on in assessing hourly rates since 2005. (see *In Re HPL Technologies, Inc. Securities Litigation*, 366 F.Supp.2d 912, 921 (N.D. Cal. 2005) (Confirming use of the *Laffey Matrix* adjusted to account for locality pay differentials); *Rubalcaba v. Albertson's, LLC*, No. BC528755, 2017 WL 4330597, at *4 (Cal. Super. Ct. May 25, 2017), reversed on other grounds.)

51. The attorneys and staff at the JCL Law Firm, APC, have been providing extensive class action services throughout state and federal courts in California for more than seventeen years. Since its founding, the JCL Law Firm, APC, has recovered more than \$100 million dollars for its clients.

52. When comparing the billing rates for the staff and attorneys at the JCL Law Firm, APC with the *Laffey Matrix*, the attorneys and staff at the JCL Law Firm, APC, either bill at or below the rate for similarly skilled and tenured legal professionals:

Name	Laffey Matrix Fee	Actual Billing Rate
Jean-Claude Lapuyade, Esq. (Managing Attorney)	\$948	\$700

Monnett De La Torre, Esq. (Senior Associate)	\$948	\$625
Sydney Castillo-Johnson, Esq. (Associate Attorney)	\$473	\$450
Perssia Razma, Esq. (Associate Attorney)	\$473	\$425
Tesla Stone (Managing Paralegal)	\$258	\$250
Jennifer Heming (Paralegal)	\$258	\$250

53. Moreover, The JCL Law Firm's rates are comparable to those judicially approved for other plaintiffs' firms, such as Baron & Budd (rates ranging from \$775 for the requested partner to \$390-\$630 for non-partners), Western Comden Casselman & Essensten (rates ranging from \$670-\$750 for partners and \$300-\$500 for associates), and Blood Hurst & Rearden (\$510-\$695 for partners). See *Aarons v. BMW of North America*, No. 11-7667-PSG, 2014 U.S. Dist. LEXIS 118442, *40-41 (C.D. Cal. Apr. 29, 2014). Other Southern California courts have approved hourly rates in the requested range. See e.g., *Kearney v. Hyundai Motor Am.*, 2013 U.S. Dist. LEXIS 91636, *24 (C.D. Cal. June 28, 2013) (approving hourly rates of \$650 -\$800 for senior attorneys in consumer class action); *Parkinson v. Hyundai Motor America*, 796 F.Supp.2d 1160, 1172 (C.D. Cal. 2010)(approving hourly rates between \$445 and \$675); *Faigman v. AT&T Mobility, LLC*, 2011 U.S. Dist. LEXIS 15825, *2 (N.D. Cal. Feb. 15, 2011)(Approving hourly rates of \$650 an hour for partners and \$500 for associates); *Richard v. Ameri-Force Mgmt. Servs., Inc.*, No 37-2008-00096019 (San Diego Superior Court, August 27, 2010)(\$695 to \$750 an hour for partners and \$495 for associates); *Barrera v. Gamestop*, No. CV 09-1399 (C.D. Cal. Nov. 29, 2010)(\$700 for partners and \$475 for associates); *Anderson v. Nextel Retail Stores, LLC*, No. CV 07-4480 (C.D. Cal. June 20, 2010)(\$655- \$750 for partners and \$300 – 515 for associates); *Luquetta v. Regents of Cal.*, CGC-05-443007 (San Francisco Sup. Ct.) (approving 2012 partner rates between \$550 and \$850 per hour); and *Holoway v. Best Buy Co.*, C-05-5056-PJH (MEJ)(N.D. Cal.)(approving 2011 partner rates between \$825 and \$700, and associates hourly rates between \$355 and \$405 an hour).

54. Moreover, my billing rate has been approved within the last twelve months by California Superior Court judges. (See generally *Klein v. RedZone Security, Inc.*, Riverside Superior Court Case

No. CVRI2202841 (August 15, 2024) Hon. Harold W. Hopp B. approved a \$700 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Galindo v. PAQ, Inc., et al.*, San Joaquin Superior Court Case No: STK-CV-UOE-2022-1799 (September 17, 2024) Hon. Blanca A. Banuelos approved a \$700 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.)

55. Additionally, the attorneys and staff at co-counsel the Zakay Law Group, APLC (“ZLG”), billed \$12,598.50 for 10.5 hours successfully litigating this action. A true and accurate copy of the ZLG time and billing entries is attached to the Declaration of Shani O. Zakay, Esq. is filed concurrently herewith.

56. Additionally, the attorneys and staff at co-counsel Blumenthal Nordrehaug Bhowmik De Blouw, LLP (“BNBD”), billed \$64,704.75 for 89.25 hours successfully litigating this action. A true and accurate copy of the BNBD time and billing entries is attached to the Declaration of Nicholas J. De Blouw, Esq. is filed concurrently herewith.

57. Collectively, PAGA Counsel spent a total of 236.95 hours successfully litigating this matter for a total combined loadstar of \$153,535.75. Thus, the Attorneys’ Fee request is equal to Class Counsel’s loadstar with a negative multiplier.

58. PAGA Counsel’s loadstar is summarized by firm below:

<u>FIRM</u>	<u>Hours</u>	<u>Total</u>
JCL Law Firm, APC.	122.6	\$76,232.50
Zakay Law Group, APLC	25.10	\$12,598.50
Blumenthal Nordrehaug Bhowmik De Blouw, LLP	89.25	\$64,704.75
Total	236.95	\$153,535.75

59. Prior to incurring costs for filing of this motion, PAGA Counsel collectively expended \$22,475.52 prosecuting this action (JCL Law Firm, APC - \$9,052.03, Zakay Law Group, APLC - \$8,770.19, Blumenthal Nordrehaug Bhowmik De Blouw, LLP - \$4,653.30). This amount does not

1 include costs incurred for filing the instant Motion or any subsequent filings such as, among other
2 things, declarations of compliance.

3 60. PAGA Counsel's out-of-pocket expenses are the types of expenses normally charged to
4 paying clients including the following: filing fees; copying; postage; factual and legal research charges;
5 mediation fees; and expert costs which were all incurred during, and were necessary for the successful
6 prosecution of, the litigation and, therefore, should be reimbursed.

7 I declare under penalty of perjury under the laws of the State of California that the foregoing is
8 true and correct. Executed this 21st day of November 2024, at San Diego, California.

9
10 **JCL LAW FIRM, APC**

11 By: 
12 Jean-Claude Lapuyade
13 Attorney for Plaintiff
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“**Agreement**”) is made by and between plaintiff MARIA TABAREZ (“**Plaintiff**”) and defendant ALTA HOSPITALS SYSTEM, LLC (“**Alta**”). The Agreement refers to Plaintiff and Alta collectively as “**Parties**,” or individually as “**Party**.”

1. DEFINITIONS.

- 1.1. “**Action**” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Alta captioned *Maria Tabarez v. Alta Hospitals System, LLC*, et al., Case No. 21SMCV01379, initiated on August 15, 2021, and pending in Superior Court of the State of California, County of Los Angeles, Santa Monica Courthouse.
- 1.2. “**Administrator**” means Apex Class Action LLC, located at 20371 Irvine Avenue, Newport Beach, CA 92660; Tel: (800) 355-0700, 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. “**Alta**” means Alta Hospitals System, LLC.
- 1.5. “**Approval Order**” means the proposed Court Order Granting Approval of the PAGA Settlement.
- 1.6. “**Court**” means the Superior Court of California, County of Los Angeles, Santa Monica Courthouse.
- 1.7. “**Defense Counsel**” means Peter Hering, Esq. and Noell Rice, Esq., of RUTAN & TUCKER, LLP, the attorneys representing Alta in the Action.
- 1.8. “**Effective Date**” means the later of (i) the 61st day after service of notice of entry of the Approval Order and Judgment, if no appeal, review, or writ has been filed; or (ii) if an appeal, review, or writ is sought from the Approval Order and Judgment, the day after the Approval Order and Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Approval Order and Judgment is no longer subject to further judicial review.
- 1.9. “**Funding Date**” means fifteen (15) calendar days after the Effective Date and is the date on which Alta shall fund the Gross Settlement Amount to the Administrator.
- 1.10. “**Gross Settlement Amount**” means Three Hundred Fifty-Five Thousand Dollars and Zero Cents (\$355,000.00) which is the total amount Alta agrees to pay under the Settlement except as provided in Paragraph 8 below. 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, and Individual Settlement Payment.

- 1.11. **"Individual PAGA Payment"** means the PAGA Employee's pro rata share of 25% of the Net Settlement Amount calculated according to the number of Pay Periods the PAGA Employee worked during the PAGA Period.
- 1.12. **"Individual Settlement Agreement"** means the separate Settlement Agreement and Mutual General Release of Claims, which resolves claims set forth in the Individual Action and the JAMS Action and includes a general release of all known and unknown claims under Civil Code § 1542.
- 1.13. **"Individual Settlement Payment"** means the payment of \$10,000.00 to Plaintiff for executing the Individual Settlement Agreement.
- 1.14. **"Judgment"** means the judgment entered by the Court based upon the approval of the Settlement.
- 1.15. **"LWDA"** means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.16. **"LWDA PAGA Payment"** means the 75% of the Net Settlement Amount paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.17. **"Net Settlement Amount"** or **"NSA"** means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Individual Settlement Payment, and the Administration Expenses Payment. The remainder is the Net Settlement Amount, which shall be allocated to the PAGA Penalties.
- 1.18. **"Notice of PAGA Settlement"** means the notice to be provided to the PAGA Employees by the Administrator in the form set forth as **Exhibit A** to this Agreement.
- 1.19. **"Operative Complaint"** means the First Amended Complaint in this Action.
- 1.20. **"PAGA Counsel"** means Jean-Claude Lapuyade, Esq., of JCL Law Firm, APC, Shani Zakay, Esq., of Zakay Law Group, APLC, and Nicholas J. De Blouw Esq., of Blumenthal Nordrehaug Bhowmik De Blouw, LLP, the attorneys representing the Plaintiff and PAGA Employees in the Action.
- 1.21. **"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.
- 1.22. **"PAGA Employee(s)"** means all current and former non-exempt employees who performed work for Alta in California during the PAGA Period.

- 1.23. **“PAGA Employee Data”** means PAGA Employee identifying information in Alta’s possession including the PAGA Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods worked.
- 1.24. **“PAGA Employee Address Search”** means the Administrator’s investigation and search for current PAGA 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 PAGA Employees.
- 1.25. **“PAGA Pay Period”** means any pay period during which an PAGA Employee worked for Alta for at least one day during the PAGA Period.
- 1.26. **“PAGA Period”** means the period from May 7, 2020, to August 18, 2024.
- 1.27. **“PAGA”** means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.28. **“PAGA Notice”** means Plaintiff’s May 7, 2021 letter to Alta and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a) and Plaintiff’s July 19, 2024 amended letter to Alta and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.29. **“PAGA Penalties”** means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$191,666.67), allocated 25% to the PAGA Employees (\$47,916.67) and 75% to the LWDA (\$143,750.00) in settlement of PAGA claims.
- 1.30. **“Plaintiff”** means Maria Tabarez, the named plaintiff in the Action.
- 1.31. **“Released PAGA Claims”** means all PAGA claims that were alleged or could have reasonably been alleged against Alta based upon the facts and circumstances identified in the PAGA Notice, in the Complaint in the PAGA Action, and in the First Amended Complaint filed in the Action on behalf of the PAGA Employees, which arose during the PAGA Period. Without limiting the foregoing, and in addition to the foregoing, the release includes all civil penalties under California Labor Code Section 2699 *et seq.* for alleged failure to pay overtime and minimum wages; failure to provide meal periods and rest breaks; failure to timely pay wages upon termination; failure to pay wages timely during employment; unlawful deductions; failure to provide accurate wage statements; failure to pay sick pay at the regular rate of pay; unpaid business expenses (including, but not limited to, use of personal cell phones and personal vehicles, supplies and COVID-related expenses); failure to pay reporting time pay; failure to provide suitable seating; failure to allow timely inspection of personnel file; failure to provide a day of rest; and failure to maintain time and payroll records, pursuant to the corresponding alleged violations of California Labor Code sections 201-204, 210, 221, 226, 226.3, 226.7, 245-249, 351, 510, 512, 551-552, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and the applicable IWC Wage Orders.

- 1.32. “**Released Parties**” means: Alta and each of its former and present directors, officers, shareholders, owners, investors, members, partners, managers, employees, attorneys, representatives, agents, insurers, predecessors, successors, assigns, parent companies, holding companies, subsidiaries, and affiliates, and any individual or entity which could be jointly liable with Alta.
- 1.33. “**Settlement**” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On August 16, 2021, Plaintiff commenced this Action by filing a Representative Complaint alleging one (1) cause of action against Alta for violation of PAGA.
- 2.2. That same day, Plaintiff filed a separate class action complaint against Alta alleging employment related claims in Los Angeles County Superior Court, Case No. 21STCV30149 (the “**Individual Action**”). On August 1, 2022, the class claims in that separate action were dismissed and Plaintiff’s individual claims were compelled to arbitration. The Individual Action was stayed pending the outcome of the JAMS arbitration, JAMS case reference number 5220001658 (the “**JAMS Action**”).
- 2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Alta and the LWDA by sending the PAGA Notice.
- 2.4. On May 8, 2024, the Parties participated in an all-day mediation presided over by Lisa Klerman, Esq., an experienced mediator of wage and hour class and representative actions, which led to this Agreement to settle the Action and the separate Settlement Agreement and Mutual General Release of Claims. Prior to mediation, Plaintiff obtained, through informal discovery, time and pay data for the PAGA Employees, and sample attestation records.
- 2.5. As part of the Settlement, the Parties agreed to stipulate to the filing of a First Amended Complaint, and the submission of an amended PAGA notice letter to the LWDA, adding in additional underlying Labor Code violations, which are already listed in the Released Claims. On July 19, 2024, Plaintiff served the amended PAGA notice letter on Alta and the LWDA.
- 2.6. On September 22, 2024, Plaintiff filed a First Amended Complaint in this Action (“**FAC**”). The FAC is the operative complaint in the Action. Alta denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.7. The Parties, PAGA Counsel and Defense Counsel represent that they are aware of only one other pending matter or action asserting claims that will be extinguished or affected by the Settlement entitled *Reginald Wolfe, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act v. Alta Hospitals System, LLC, et al.*; Los Angeles Superior Court Case No. 24SMCV01636 (the “**Wolfe Action**”). The *Wolfe* Action was filed over two-and-a-half (2 ½) years after this Action was filed.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Alta promises to pay Three Hundred Fifty-Five Thousand Dollars and Zero Cents (\$355,000.00) and no more as the Gross Settlement Amount. Alta 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 PAGA Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Alta.
- 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 Plaintiff: An Individual Settlement Payment in the amount of \$10,000.00 for executing the Individual Settlement Agreement. The Administrator will pay the Individual Settlement Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Individual Settlement Payment.
- 3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be One Hundred Eighteen Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$118,333.33) and PAGA Counsel Litigation Expenses Payment of not more than Thirty Thousand Dollars and Zero Cents (\$30,000.00). Alta 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 Counsel 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 Alta and the Released Parties harmless, and indemnifies Alta and the Released Parties, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed Five Thousand Dollars and Sixty-Seven Cents (\$5,000.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less

than \$5,000.00 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 PAGA Employees: The Net Settlement Amount in the amount of \$191,666.67 to be paid from the Gross Settlement Amount, with 75% (\$143,750.00) allocated to the LWDA PAGA Payment and 25% (\$47,916.67) 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 PAGA Employees' 25% share of PAGA Penalties (\$47,916.67) by the total number of PAGA Period Pay Periods worked by all PAGA Employees during the PAGA Period and (b) multiplying the result by each PAGA Employee's PAGA Period Pay Periods. PAGA 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.

3.2.5 Additional Attorneys' Fees and Costs: No PAGA Employee, or PAGA Counsel, or any other attorney acting for any PAGA Employee may recover or seek to recover any amounts for fees, costs, or disbursements arising from the Action or the Gross Settlement Amount from the Released Parties except as expressly provided for in this Agreement.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. PAGA Employee Pay Periods. Based on a review of its records and in preparation for mediation, as of the date of mediation, May 8, 2024, Alta estimates there are 176 PAGA Employees. The Settlement is based on the assumption that there were 10,200 Pay Periods in the period from May 7, 2020, through May 8, 2024.

4.2. PAGA Employee Data. Within fifteen (15) days of the Effective Date, Alta will deliver the PAGA Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA Employees' privacy rights, the Administrator must maintain the PAGA Employee Data in confidence, use the PAGA Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Employee Data to Administrator employees who need access to the PAGA Employee Data to effect and perform under this Agreement. Alta has a continuing duty to immediately notify PAGA Counsel if it discovers that the PAGA Employee Data omitted employee identifying information and to provide corrected or updated PAGA Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Alta must send the PAGA 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 PAGA Employee Data.

4.3. Funding of Gross Settlement Amount. Alta shall fully fund the Gross Settlement Amount by

transmitting the funds to the Administrator on or before the Funding Date.

4.4. Payments from the Gross Settlement Amount. Within fifteen (15) calendar days after Alta fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Individual Settlement 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 PAGA 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 “**Void Date**”). 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.

4.4.2. The Administrator must conduct a PAGA Employee Address Search for all PAGA Employees whose checks are returned undelivered without USPS forwarding address. Within seven (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 PAGA Employee Address Search. The Administrator need not take further steps to deliver checks to PAGA Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any PAGA Employee whose original check was lost or misplaced, requested by the PAGA Employee prior to the Void Date.

4.4.3. For any PAGA 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 CASA LAW in accordance with CCP § 384 and subject to Court approval.

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

5. RELEASES OF CLAIMS. Effective on the date when Alta fully funds the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff’s Release. Plaintiff and her respective former, present, and future spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, executors, administrators, successors, and assigns generally, release, waive, acquit, and discharge Released Parties from all claims, transactions, or occurrences (known or unknown) which she has, had or might otherwise have had against the Released Parties, from the beginning

of time to the date Plaintiff signs this Agreement, regarding any aspect of Plaintiff's employment including, but not limited to: the Released Claims, any common law or statutory torts (including invasion of privacy), any federal, state or governmental constitution, statute, regulation or ordinance, and any claim for wages, tips, or any other compensation or benefit ("**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, workers' compensation benefits that arose at any time, or based on occurrences after the date Plaintiff signs this Agreement. Plaintiff acknowledges that Plaintiff 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.

- 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. 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.

- 5.2 Release by PAGA Employees and the State of California: Upon the Effective Date and Funding in full of the Gross Settlement Amount by Alta, all PAGA Employees and the State of California are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Alta and all Released Parties from the Released PAGA Claims. The Parties agree there is no statutory right for any PAGA Employee to object, opt out or otherwise exclude himself or herself from the Settlement. The Parties further agree there is no right or opportunity for any PAGA Employee to appeal the approval of the PAGA settlement by the Court. This Agreement shall not be subject to collateral attack by any PAGA Employee.

- 5.3 Release by PAGA Counsel: PAGA Counsel release on behalf of themselves, their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period, facts stated in the Operative Complaint and the PAGA Notice, or otherwise incurred to prosecute the Action, the Individual Action, and the JAMS Action.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft motion for approval of the PAGA Settlement, which PAGA Counsel will submit to Alta for review and comment at least five (5) days prior to filing with the Court; (ii) a draft proposed Order Granting Approval of PAGA Settlement; (iii) a signed declaration from the Administrator attaching its "not to exceed" bid for

administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of PAGA Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with PAGA Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iv) a signed declaration from PAGA Counsel's firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (the PAGA Notice, Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); (v) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vi) all facts relevant to any actual or potential conflict of interest with PAGA Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the motion for approval of this Settlement no later than thirty (30) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed motion for approval of this Settlement and/or the supporting declarations and documents, 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 resolve the disagreement.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action LLC, to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC 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 calculating payroll tax withholdings and 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 EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

The Settlement is based on the assumption that there were 10,200 pay periods in the period from May 7, 2020, through May 8, 2024. If the number of pay periods increases by more than 10% as of August 18, 2024, Alta will have the choice of: (a) paying a proportional increase in the Gross Settlement Amount for each additional pay period over 11,220; or (b) modifying the end date of the PAGA Period to the date when the PAGA Pay Periods increased to above 10% of the 10,200 figure, to avoid incurring any pro rata increase. For example, if the total number of pay periods through August 18, 2024, is 11,322 (i.e., 11% higher than 10,200), Alta would have the following options:

- (a) increase the Gross Settlement Amount by 1% (\$3,550.00), in which case the PAGA Period would end on, and include, August 18, 2024; or
- (b) not increase the Gross Settlement Amount and end the PAGA Period on whatever date will result in PAGA Employee pay periods of 11,220 or less.

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 Alta that any of the allegations in the Operative Complaint have merit or that Alta or any of the other Released Parties has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Alta'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, Alta reserves all available defenses to the claims

in the Action, and Plaintiff reserves the right to contest Alta'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 Effective Date Of Alta's Obligations Under This Agreement. Alta's obligations under this Agreement will become final and effective only upon the occurrence of the Effective Date. In the event that any of the conditions specified in this Agreement are not satisfied, or in the event that this Settlement does not obtain approval of the Court for any reason, all matters covered by this Agreement will be null and void. In such event, neither this Agreement, nor any negotiations leading to this Settlement, will be used or construed by or against any Party as a determination, admission, or concession of any issue of law or fact in the litigation; and the Parties do not waive, and instead expressly reserve, their respective rights regarding the prosecution and defense of the Action, including all available defenses and affirmative defenses, and to challenge any claim, as if this Agreement never existed.
- 10.3 Nullification. If: (1) the Court should for any reason fail to enter the Final Order and Judgment; or (2) the Court's Final Order and Judgment is reversed or modified as to any material term as defined above, or declared or rendered void as to any material term as defined above, then (a) the Agreement shall become null and void; and (b) the Parties will revert to their respective positions immediately prior to reaching the settlement.
- 10.4 Invalidation. Invalidation of any material term of this Settlement Agreement will invalidate this Agreement in its entirety unless the Parties subsequently agree in writing that the remaining provisions will remain in full force and effect.
- 10.5 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits 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.
- 10.6 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Alta, 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 excluding any amendments to this Agreement.
- 10.7 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 the mediator, Lisa Klerman, and/or the Court for resolution.
- 10.8 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.

- 10.9 No Tax Advice. Neither Plaintiff, PAGA Counsel, Alta, 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.
- 10.10 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.
- 10.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.12 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.
- 10.13 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.
- 10.14 Corporate Signatories. Any person executing this Agreement or any related document on behalf of a corporate signatory warrants and promises for the benefit of all Parties that such person has been duly authorized by such corporation to execute this Agreement or any related document.
- 10.15 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. In addition, other than information necessary to secure Court approval of this settlement, Plaintiff and PAGA Counsel agree that the terms of this Settlement Agreement (including, but not limited to, the Gross Settlement Amount), the negotiations leading to the execution of this Settlement Agreement, and the Settlement Agreement itself, shall not be discussed with or publicized or promoted to the media (including, without limitation, legal periodicals and publications such as “Jury Verdicts,” disclosure of the Settlement Agreement on any web site of PAGA Counsel or any other website, or on any blogs, articles, or on any social media platforms or channels), or the public at large, without the advance written consent of Alta. The Parties intend this Paragraph 10.15 to prohibit Plaintiff and PAGA Counsel from discussing, answering questions about, promoting or publicizing the Settlement Agreement, its terms, or the negotiations leading to the Settlement Agreement with anyone other than the Court or those individuals necessary to effectuate the terms of the Agreement. Notwithstanding the foregoing, Plaintiff and PAGA Counsel (1) may tell the public in general only that certain claims “have been resolved by the Parties;” and (2) may disclose the terms of the Settlement Agreement (a) in appropriate filings with the Court in this case; (b) where

required by law (e.g., income tax returns); and (c) to accountants or other tax professionals for the purpose of preparing tax returns. In addition, PAGA Counsel may respond to questions received from, and discuss any aspect of this Agreement with PAGA Employees. Nothing herein shall prevent PAGA Counsel from referring to the Action in any declaration before the courts relating to the adequacy or in future applications by PAGA Counsel for approval of attorneys' fees.

- 10.16 Use and Return of PAGA Employee 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 Alta 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. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of PAGA Employee Data received from Alta unless, prior to the Administrator's payment of all Settlement Funds, Alta makes a written request to PAGA Counsel for the return, rather than the destructions, of PAGA Employee Data.
- 10.17 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.
- 10.18 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.
- 10.19 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:

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-599-8292
F: 619-599-8291
jlapuyade@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-892-7095
F: 858-404-9203

Shani@zakaylaw.com
BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW. LLP
2255 Calle Clara
La Jolla, CA 92037
T: (858)551-1223
F: (858)551-1223
nick@bamlawca.com

To Alta:

RUTAN & TUCKER, LLP
18575 Jamboree Road, 9th Floor
Irvine, CA 92612
T: (714)641-5100
F: (714)546-9035
phering@rutan.com
nrice@rutan.com

- 10.20 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.
- 10.21 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

[REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]

IT IS SO AGREED TO AS TO FORM AND CONTENT BY PLAINTIFF:

Dated: 10/03/2024, 2024


maria tabarez (Oct 3, 2024 10:30 PDT)
Plaintiff MARIA TABAREZ

Dated: October 4, 2024


Jean-Claude Lapuyade
The JCL Law Firm, APC
Attorney for Plaintiff

Dated: October 4, 2024


Shani O. Zakay
Zakay Law Group, APLC
Attorney for Plaintiff

Dated: _____, 2024

Nicholas J. De Blouw
Blumenthal Nordehaug Bhowmik De Blouw, LLP
Attorney for Plaintiff

IT IS SO AGREED TO AS TO FORM AND CONTENT BY ALTA:

Dated: 10/15/2024, 2024

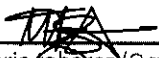
Von Crockett
Defendant ALTA HOSPITALS SYSTEM, LLC
By: Von Crockett
Its: SRVP

Dated: October 15, 2024


Peter Hering, Esq.
RUTAN & TUCKER, LLP
Attorney for Defendant

IT IS SO AGREED TO AS TO FORM AND CONTENT BY PLAINTIFF:

Dated: 10/03/2024, 2024



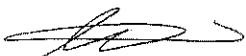
maria tabarez (Oct 3, 2024 10:30 PDT)
Plaintiff MARIA TABAREZ

Dated: October 4, 2024



Jean-Claude Lapuyade
The JCL Law Firm, APC
Attorney for Plaintiff

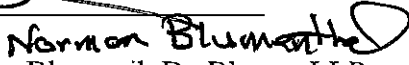
Dated: October 4, 2024



Shani O. Zakay
Zakay Law Group, APLC
Attorney for Plaintiff

Dated: 10/17, 2024



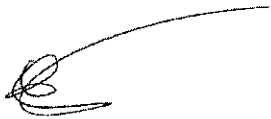
Nicholas I. De Blouw 
Blumenthal Nordehaug Bhowmik De Blouw, LLP
Attorney for Plaintiff

IT IS SO AGREED TO AS TO FORM AND CONTENT BY ALTA:

Dated: 10/15/2024, 2024

Von Crockett
Defendant ALTA HOSPITALS SYSTEM, LLC
By: Von Crockett
Its: SRVP

Dated: October 15, 2024



Peter Hering, Esq.
RUTAN & TUCKER, LLP
Attorney for Defendant

EXHIBIT A

[Mailing Date]

NOTICE OF SETTLEMENT

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

Re. MARIA TABAREZ v. ALTA HOSPITALS SYSTEM, LLC
Los Angeles County Case No. 21SMCV01379

Apex Class Action LLC
20371 Irvine Avenue
Newport Beach, CA 92660
(800) 355-0700

Dear ALTA HOSPITALS SYSTEM, LLC Employee:

You are receiving this payment because of a lawsuit brought by a former California employee against ALTA HOSPITAL SYSTEMS, LLC (“Alta”) for civil penalties pursuant to the Private Attorneys General Act of 2004, Labor Code § 2698 et seq. (“PAGA”). Plaintiff MARIA TABAREZ (“Plaintiff”) claimed that she and other employees were not provided legally compliant meal and rest periods, not provided suitable seating, not paid for all time worked, not properly paid overtime, not properly paid minimum wages, not properly paid sick wages, not properly paid reporting time pay, not paid at the correct regular rate of pay, not provided with accurate wage statements, not reimbursed for business expenses (including, but not limited to, use of personal cell phones and personal vehicles, supplies and COVID-related expenses), not timely paid wages, not allowed to timely inspect their personnel file, not provided a day of rest, and were given wage statements with unlawful deductions. In addition, Plaintiff claimed that Defendant failed to maintain accurate time and payroll records.

Defendant denies these claims and denies that it owes any penalties, but to avoid further time and expense in litigation, Defendant and Plaintiff have agreed to settle the case (the “**Settlement**”). The Settlement resolves the claims asserted in the lawsuit on behalf of the State of California and all current and former non-exempt employees who performed work for Defendant in California at any time between May 7, 2020, and August 18, 2024 (“**PAGA Employees**”).

On [INSERT DATE], the Parties filed a motion with the Court asking the Court to approve the Settlement in the amount of \$355,000.00. From that amount, the Court has approved attorney’s fees and costs and administrative expenses. After these deductions, [INSERT AMOUNT] is allocated as PAGA penalties. The law requires that 75% is allocated to the State of California and 25% is allocated to PAGA Employees. Therefore, the State of California will receive [INSERT AMOUNT] (75% of the penalties) and PAGA Employees will each receive a *pro rata* share of the remaining [INSERT AMOUNT] (25% of the penalties). The Court issued an Order approving the settlement on [INSERT DATE].

As part of this Settlement, you and the other PAGA Employees shall, for the period of May 7, 2020, and August 18, 2024, fully release and forever discharge Alta and each of its former and present

directors, officers, shareholders, owners, investors, members, partners, managers, employees, attorneys, representatives, agents, insurers, predecessors, successors, assigns, parent companies, holding companies, subsidiaries, and affiliates, and any individual or entity which could be jointly liable with Alta (the foregoing are collectively referred to hereafter as the “**Released Parties**”) from all PAGA claims that were alleged or could have reasonably been alleged against Alta based upon the facts and circumstances identified in the PAGA Notice, in the Complaint in the PAGA Action, and in the First Amended Complaint filed in the Action on behalf of the PAGA Employees, which arose during the PAGA Period. Without limiting the foregoing, and in addition to the foregoing, the release includes all civil penalties under California Labor Code Section 2699 et seq. for alleged failure to pay overtime and minimum wages; failure to provide meal periods and rest breaks; failure to timely pay wages upon termination; failure to pay wages timely during employment; unlawful deductions; failure to provide accurate wage statements; failure to pay sick pay at the regular rate of pay; unpaid business expenses (including, but not limited to, use of personal cell phones and personal vehicles, supplies and COVID-related expenses); failure to pay reporting time pay; failure to provide suitable seating; failure to allow timely inspection of personnel file; failure to provide a day of rest; and failure to maintain time and payroll records, pursuant to the corresponding alleged violations of California Labor Code sections 201-204, 210, 221, 226, 226.3, 226.7, 245-249, 351, 510, 512, 551-552, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and the applicable IWC Wage Orders. (the “**Released PAGA Claims**”).

According to Defendant’s records, you are a PAGA Employee and are therefore entitled to a share of the settlement. This settlement check shall remain valid until [insert date].

This payment is taxable income for federal, state, and local tax purposes and may be reported to the appropriate taxing authorities. You may be required to make additional tax payments. Please consult a tax advisor to determine your individual tax payment and reporting situation. You will be mailed appropriate tax forms in [insert date]. Please notify us of any address changes so that any necessary tax forms can be mailed to your most current address.

If you have any questions about your award, please contact the Administrator; Apex Class Action LLC, located at 20371 Irvine Avenue, Newport Beach, CA 92660; Tel: (800) 355-0700.

EXHIBIT 2

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

**2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037**

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

**WRITERS E-MAIL:
Nick@bamlawca.com**

**WRITERS EXT:
1004**

**May 7, 2021
CA2339**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

**Labor and Workforce Development Agency
Online Filing**

**Alta Hospitals System, LLC
Certified Mail #70200640000213197998
C T Corporation System
818 West Seventh Street, Suite 930
Los Angeles, CA 90017**

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Defendant Alta Hospitals System, LLC in California and classified as non-exempt employees during the time period of May 7, 2020 until a date as determined by the Court. Our offices represent Plaintiff Maria Tabarez and other Aggrieved Employees in a lawsuit against Alta Hospitals, LLC (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee in the position of an Administrative Coordinator from June of 2019 to November of 2020 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed

to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, Plaintiff and Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to Plaintiff and other Aggrieved Employees failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period. When the hours shown on the wage statements were added up, they did not equal the actual total hours worked during the pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant fails to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

2 Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

3 Nicholas J. De Blouw (State Bar #280922)

2255 Calle Clara

4 La Jolla, CA 92037

Telephone: (858)551-1223

5 Facsimile: (858) 551-1232

Website: www.bamlawca.com

6 Attorneys for Plaintiff

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **IN AND FOR THE COUNTY OF LOS ANGELES**

9
10 MARIA TABAREZ, on behalf of herself and
on behalf of all persons similarly situated,

11
12 Plaintiff,

13 vs.

14 ALTA HOSPITALS SYSTEM, LLC, a
15 California Limited Liability Company;
DOES 1 through 50, inclusive,

16
17 Defendants.

Case No. _____

CLASS ACTION COMPLAINT FOR:

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq.*;
2. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
3. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq.*;
4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
5. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
6. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
7. FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
8. FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203.

DEMAND FOR A JURY TRIAL

1 Plaintiff Maria Tabarez (“PLAINTIFF”) an individual, on behalf of herself and all other
2 similarly situated current and former employees alleges on information and belief, except for
3 her own acts and knowledge which are based on personal knowledge, the following:

4
5 **THE PARTIES**

6 1. Defendant Alta Hospitals System, LLC (“DEFENDANT”) is a California limited
7 liability corporation that at all relevant times mentioned herein conducted and continues to
8 conduct substantial business in the state of California.

9 2. Founded in 1998, Alta Hospitals System, LLC is a family of five different
10 hospitals located in Los Angeles County. All of the hospitals are accredited by Det Norske
11 Veritas Healthcare, Inc. (DNV), a leading accreditor of U.S. hospitals.

12 2. PLAINTIFF was employed by DEFENDANT from June of 2019 to November
13 of 2020 and was at all times classified by DEFENDANT as a non-exempt employee, paid on
14 an hourly basis, and entitled to the legally required meal and rest periods and payment of
15 minimum and overtime wages due for all time worked.

16 3. PLAINTIFF brings this Class Action on behalf of herself and a California class,
17 defined as all individuals who are or previously were employed by DEFENDANT in California
18 and classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the
19 period beginning four (4) years prior to the filing of this Complaint and ending on the date as
20 determined by the Court (the “CALIFORNIA CLASS PERIOD”). The amount in controversy
21 for the aggregate claim of CALIFORNIA CLASS Members is under five million dollars
22 (\$5,000,000.00).

23 4. PLAINTIFF brings this Class Action on behalf of herself and a CALIFORNIA
24 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during
25 the CALIFORNIA CLASS PERIOD caused by DEFENDANT’s uniform policy and practice
26 which failed to lawfully compensate these employees. DEFENDANT’s uniform policy and
27 practice alleged herein is an unlawful, unfair and deceptive business practice whereby
28 DEFENDANT retained and continues to retain wages due PLAINTIFF and the other members

1 of the CALIFORNIA CLASS. PLAINTIFF and the other members of the CALIFORNIA
2 CLASS seek an injunction enjoining such conduct by DEFENDANT in the future, relief for the
3 named PLAINTIFF and the other members of the CALIFORNIA CLASS who have been
4 economically injured by DEFENDANT's past and current unlawful conduct, and all other
5 appropriate legal and equitable relief.

6 5. The true names and capacities, whether individual, corporate, subsidiary,
7 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently
8 unknown to PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant
9 to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege
10 the true names and capacities of Does 1 through 50, inclusive, when they are ascertained.
11 PLAINTIFF is informed and believes, and based upon that information and belief alleges, that
12 the Defendants named in this Complaint, including DOES 1 through 50, inclusive, are
13 responsible in some manner for one or more of the events and happenings that proximately
14 caused the injuries and damages hereinafter alleged.

15 6. The agents, servants and/or employees of the Defendants and each of them acting
16 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
17 agent, servant and/or employee of the Defendants, and personally participated in the conduct
18 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
19 Consequently, the acts of each Defendant are legally attributable to the other Defendants and
20 all Defendants are jointly and severally liable to PLAINTIFF and the other members of the
21 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
22 Defendants' agents, servants and/or employees.

23 **THE CONDUCT**

24
25 7. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT is
26 required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked,
27 meaning the time during which an employee is subject to the control of an employer, including
28 all the time the employee is suffered or permitted to work. DEFENDANT required PLAINTIFF

1 and CALIFORNIA CLASS Members to work from time to time while they were clocked out
2 for what was supposed to be their off duty meal break. DEFENDANT required PLAINTIFF
3 and the CALIFORNIA CLASS Members to work off the clock without paying them for all the
4 time they performed duties while on their meal break, specifically by failing to provide enough
5 labor hours to accomplish all the job tasks that DEFENDANT expected PLAINTIFF and
6 CALIFORNIA CLASS Members to complete on a daily and/or weekly basis. Additionally,
7 DEFENDANT engaged in the practice of requiring PLAINTIFF and CALIFORNIA CLASS
8 Members to perform work off the clocking that DEFENDANT, as a condition of employment,
9 required these employees to wait in line and submit to mandatory temperature checks for
10 COVID-19 screening prior to clocking into DEFENDANT's timekeeping system for the
11 workday. Further, PLAINTIFF and other members of the CALIFORNIA CLASS from time
12 to time were not paid wages for all time worked, including overtime wages, such that in the
13 aggregate employees were underpaid wages as a result of DEFENDANT's pattern and practice
14 of unevenly rounding time worked by its employees. As a result, PLAINTIFF and other
15 CALIFORNIA CLASS Members forfeited minimum wage and overtime compensation by from
16 time to time working without their time being accurately recorded and without compensation
17 at the applicable minimum wage and overtime rates. DEFENDANT's uniform policy and
18 practice not to pay PLAINTIFF and other CALIFORNIA CLASS Members for all time worked
19 is evidenced by DEFENDANT's business records.

20 8. As a result of their rigorous work schedules, PLAINTIFF and other
21 CALIFORNIA CLASS Members were also from time to time unable to take off duty meal
22 breaks and were not fully relieved of duty for meal periods. PLAINTIFF and other
23 CALIFORNIA CLASS Members were from time to time required to perform work as ordered
24 by DEFENDANT for more than five (5) hours during a shift without receiving an off-duty meal
25 break. Further, DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS
26 Members with a second off-duty meal period from time to time in which these employees were
27 required by DEFENDANT to work ten (10) hours of work from time to time. PLAINTIFF and
28 the other CALIFORNIA CLASS Members therefore forfeited meal breaks without additional

1 compensation and in accordance with DEFENDANT's corporate policy and practice.

2 9. During the CALIFORNIA CLASS PERIOD, PLAINTIFF and other
3 CALIFORNIA CLASS Members were also required from time to time to work in excess of four
4 (4) hours without being provided ten (10) minute rest periods. Further, these employees were
5 denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two
6 (2) to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
7 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
8 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours
9 or more from time to time. PLAINTIFF and other CALIFORNIA CLASS Members were also
10 not provided with one hour wages in lieu thereof. As a result of their rigorous work schedules,
11 PLAINTIFF and other CALIFORNIA CLASS Members were from time to time denied their
12 proper rest periods by DEFENDANT and DEFENDANT's managers.

13 10. State law provides that employees must be paid overtime at one-and-one-half
14 times their "regular rate of pay." PLAINTIFF and other CALIFORNIA CLASS Members were
15 compensated at an hourly rate plus incentive pay that was tied to specific elements of an
16 employee's performance.

17 11. The second component of PLAINTIFF's and other CALIFORNIA CLASS
18 Members' compensation was DEFENDANT's non-discretionary incentive program that paid
19 PLAINTIFF and other CALIFORNIA CLASS Members incentive wages based on their
20 performance for DEFENDANT. The non-discretionary incentive program provided all
21 employees paid on an hourly basis with incentive compensation when the employees met the
22 various performance goals set by DEFENDANT. However, when calculating the regular rate
23 of pay in order to pay overtime to PLAINTIFF and other CALIFORNIA CLASS Members,
24 DEFENDANT failed to include the incentive compensation as part of the employees' "regular
25 rate of pay" for purposes of calculating overtime pay. Management and supervisors described
26 the incentive program to potential and new employees as part of the compensation package. As
27 a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA
28 CLASS Members must be included in the "regular rate of pay." The failure to do so has

1 resulted in an underpayment of overtime compensation to PLAINTIFF and other CALIFORNIA
2 CLASS Members by DEFENDANT.

3 12. DEFENDANT also failed to provide PLAINTIFF and the other members of the
4 CALIFORNIA CLASS with complete and accurate wage statements which failed to show,
5 among other things, the correct gross and net wages earned. Cal. Lab. Code § 226 provides that
6 every employer shall furnish each of his or her employees with an accurate itemized wage
7 statement in writing showing, among other things, gross wages earned and all applicable hourly
8 rates in effect during the pay period and the corresponding amount of time worked at each
9 hourly rate. Aside, from the violations listed above, DEFENDANT failed to issue to
10 PLAINTIFF an itemized wage statement that lists all the requirements under California Labor
11 Code 226 *et seq.* As a result, DEFENDANT from time to time provided PLAINTIFF and the
12 other members of the CALIFORNIA CLASS with wage statements which violated Cal. Lab.
13 Code § 226.

14 13. Cal. Lab. Code § 204 provides that “[a]ll wages. . . earned by any person in any
15 employment are due and payable twice during each calendar month, on days designated in
16 advance by the employer as the regular paydays.” Further, Cal. Lab. Code § 204(d) expressly
17 requires employers to pay employees all wages owed within seven (7) days of the close of the
18 payroll period. DEFENDANT from time to time failed to pay PLAINTIFF and other
19 CALIFORNIA CLASS Members all wages owed to them within seven (7) days of the close of
20 the payroll period, including but not limited to for the “Gross Up Pay” wage payments.

21 14. Pursuant to Cal. Lab. Code Section 221, “It shall be unlawful for any employer
22 to collect or receive from an employee any part of wages theretofore paid by said employer to
23 said employee.” DEFENDANT failed to pay all compensation due to PLAINTIFF and other
24 CALIFORNIA LABOR SUB-CLASS Members, made unlawful deductions from compensation
25 payable to PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members, failed to disclose
26 all aspects of the deductions from compensation payable to PLAINTIFF and CALIFORNIA
27 LABOR SUB-CLASS Members, and thereby failed to pay these employees all wages due at
28 each applicable pay period and upon termination. PLAINTIFF and members of the

1 CALIFORNIA LABOR SUB-CLASS seek recovery of all illegal deductions from wages
2 according to proof, related penalties, interest, attorney fees and costs.

3 15. DEFENDANT underpaid sick pay wages to PLAINTIFF and other CALIFORNIA
4 CLASS Members by failing to pay such wages at the regular rate of pay. Specifically,
5 PLAINTIFF and other non-exempt employees earn non-discretionary remuneration. Rather
6 than pay sick pay at the regular rate of pay, DEFENDANT underpaid sick pay to PLAINTIFF
7 and other CALIFORNIA CLASS Members at their base rates of pay.

8 16. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
9 PLAINTIFF and the other CALIFORNIA CLASS Members for required business expenses
10 incurred by PLAINTIFF and other CALIFORNIA CLASS Members in direct consequence of
11 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
12 2802, employers are required to indemnify employees for all expenses incurred in the course
13 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall
14 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
15 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
16 directions of the employer, even though unlawful, unless the employee, at the time of obeying
17 the directions, believed them to be unlawful."

18 17. In the course of their employment PLAINTIFF and other CALIFORNIA CLASS
19 Members as a business expense, were required by DEFENDANT to use their own personal
20 cellular phones and personal vehicles as a result of and in furtherance of their job duties as
21 employees for DEFENDANT but were not reimbursed or indemnified by DEFENDANT for the
22 cost associated with the use of their personal cellular phones for DEFENDANT's benefit.
23 Specifically, PLAINTIFF and other CALIFORNIA CLASS Members were required by
24 DEFENDANT to use their personal cellular phones to respond to managers while off the clock
25 (which also results in minimum wage and overtime violations). As a result, in the course of
26 their employment with DEFENDANT, PLAINTIFF and other members of the CALIFORNIA
27 CLASS incurred unreimbursed business expenses which included, but were not limited to, costs
28 related to the use of their personal cellular phones all on behalf of and for the benefit of

1 DEFENDANT.

2 18. In violation of the applicable sections of the California Labor Code and the
3 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as
4 a matter of company policy, practice and procedure, intentionally and knowingly failed to
5 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal
6 and rest periods. This uniform policy and practice of DEFENDANT is intended to purposefully
7 avoid the payment for all time worked as required by California law which allows
8 DEFENDANT to illegally profit and gain an unfair advantage over competitors who complied
9 with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA
10 CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted
11 accordingly.

12 19. By reason of this uniform conduct applicable to PLAINTIFF and all
13 CALIFORNIA CLASS Members, DEFENDANT committed acts of unfair competition in
14 violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*
15 (the "UCL"), by engaging in a company-wide policy and procedure which fails to accurately
16 calculate and record all missed meal and rest periods and failed to pay all minimum and
17 overtime wages due to PLAINTIFF and other CALIFORNIA CLASS Members. The proper
18 recording of these employees' missed meal and rest breaks is the DEFENDANT's burden. As
19 a result of DEFENDANT's intentional disregard of the obligation to meet this burden,
20 DEFENDANT fails to properly calculate and/or pay all required compensation for work
21 performed by the members of the CALIFORNIA CLASS and violated the California Labor
22 Code and regulations promulgated thereunder as herein alleged.

23 20. Specifically as to PLAINTIFF, DEFENDANT failed to provide all the legally
24 required off-duty meal and rest breaks to PLAINTIFF as required by the applicable Wage Order
25 and Labor Code and failed to pay PLAINTIFF all minimum and overtime wages due to
26 PLAINTIFF. DEFENDANT did not have a policy or practice which provided timely off-duty
27 meal and rest breaks to PLAINTIFF and also failed to compensate PLAINTIFF for
28 PLAINTIFF's missed meal and rest breaks. The nature of the work performed by the

1 PLAINTIFF did not prevent PLAINTIFF from being relieved of all of PLAINTIFF's duties for
2 the legally required off-duty meal periods. As a result, DEFENDANT's failure to provide
3 PLAINTIFF with the legally required meal periods is evidenced by DEFENDANT's business
4 records. DEFENDANT also required PLAINTIFF to work off the clock without paying
5 PLAINTIFF for all the time PLAINTIFF was working for DEFENDANT, specifically by failing
6 to provide enough labor hours to accomplish all the job tasks that DEFENDANT expected
7 PLAINTIFF to complete on a daily and/or weekly basis. The amount in controversy for
8 PLAINTIFF individually does not exceed the sum or value of \$75,000. To date, DEFENDANT
9 has not fully paid PLAINTIFF for all PLAINTIFF's wages still owed to PLAINTIFF or any
10 penalties owed to PLAINTIFF under California Labor Code § 203.

11 **JURISDICTION AND VENUE**

12
13 21. This Court has jurisdiction over this Action pursuant to California Code of Civil
14 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This
15 action is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees
16 of DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

17 22. Venue is proper in this Court pursuant to California Code of Civil Procedure,
18 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT, resides
19 in this County, and DEFENDANT (i) currently maintains and at all relevant times maintained
20 offices and facilities in this County and/or conducts substantial business in this County, and (ii)
21 committed the wrongful conduct herein alleged in this County against members of the
22 CALIFORNIA CLASS.

23 **THE CALIFORNIA CLASS**

24
25 23. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and Deceptive
26 Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL") as a Class
27 Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as
28 all individuals who are or previously were employed by DEFENDANT in California and

1 classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the
2 period beginning four (4) years prior to the filing of this Complaint and ending on the date as
3 determined by the Court (the “CALIFORNIA CLASS PERIOD”). The amount in controversy
4 for the aggregate claim of CALIFORNIA CLASS Members is under five million dollars
5 (\$5,000,000.00).

6 24. To the extent equitable tolling operates to toll claims by the CALIFORNIA
7 CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted
8 accordingly.

9 25. DEFENDANT, as a matter of company policy, practice and procedure, and in
10 violation of the applicable Labor Code, Industrial Welfare Commission (“IWC”) Wage Order
11 requirements, and the applicable provisions of California law, intentionally, knowingly, and
12 wilfully, engages in a practice whereby DEFENDANT fails to record all meal and rest breaks
13 missed by PLAINTIFF and other CALIFORNIA CLASS Members, even though DEFENDANT
14 enjoys the benefit of this work, requires employees to perform this work and permits or suffers
15 to permit this work.

16 26. DEFENDANT has the legal burden to establish that each and every
17 CALIFORNIA CLASS Member was paid accurately for all meal and rest breaks missed as
18 required by California laws. The DEFENDANT, however, as a matter of policy and procedure
19 failed to have in place during the CALIFORNIA CLASS PERIOD and still fails to have in
20 place a policy or practice to ensure that each and every CALIFORNIA CLASS Member is paid
21 as required by law. This common business practice is applicable to each and every
22 CALIFORNIA CLASS Member can be adjudicated on a class-wide basis as unlawful, unfair,
23 and/or deceptive under Cal. Business & Professions Code §§ 17200, *et seq.* (the “UCL”) as
24 causation, damages, and reliance are not elements of this claim.

25 27. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA
26 CLASS Members is impracticable.

27 28. DEFENDANT uniformly violated the rights of the CALIFORNIA CLASS under
28 California law by:

- 1 (a) Committing an act of unfair competition in violation of, Cal. Bus. & Prof.
2 Code §§ 17200, *et seq.* (the "UCL"), by unlawfully, unfairly and/or
3 deceptively having in place company policies, practices and procedures
4 that failed to record and pay PLAINTIFF and the other members of the
5 CALIFORNIA CLASS for all time worked minimum wages owed and
6 overtime wages owed for work performed by these employees;
- 7 (b) Committing an act of unfair competition in violation of the UCL, by
8 failing to provide the PLAINTIFF and the other members of the
9 CALIFORNIA CLASS with the legally required meal and rest periods;
10 and,
- 11 (c) Committing an act of unfair competition in violation of the California
12 Unfair Competition Laws, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, by
13 violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF and
14 the CALIFORNIA CLASS members with necessary expenses incurred in
15 the discharge of their job duties.

16 29. This Class Action meets the statutory prerequisites for the maintenance of a Class
17 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 18 (a) The persons who comprise the CALIFORNIA CLASS are so numerous
19 that the joinder of all such persons is impracticable and the disposition of
20 their claims as a class will benefit the parties and the Court;
- 21 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
22 that are raised in this Complaint are common to the CALIFORNIA
23 CLASS will apply uniformly to every member of the CALIFORNIA
24 CLASS;
- 25 (c) The claims of the representative PLAINTIFF are typical of the claims of
26 each member of the CALIFORNIA CLASS. PLAINTIFF, like all the
27 other members of the CALIFORNIA CLASS, is classified as a non-
28 exempt employee paid on an hourly basis who has been subjected to the

1 DEFENDANT's deceptive practice and policy which failed to provide the
2 legally required meal and rest periods to the CALIFORNIA CLASS and
3 thereby underpaid compensation to PLAINTIFF and CALIFORNIA
4 CLASS. PLAINTIFF sustained economic injury as a result of
5 DEFENDANT's employment practices. PLAINTIFF and the members of
6 the CALIFORNIA CLASS were and are similarly or identically harmed
7 by the same unlawful, deceptive, unfair and pervasive pattern of
8 misconduct engaged in by DEFENDANT; and,

- 9 (d) The representative PLAINTIFF will fairly and adequately represent and
10 protect the interest of the CALIFORNIA CLASS, and has retained
11 counsel who are competent and experienced in Class Action litigation.
12 There are no material conflicts between the claims of the representative
13 PLAINTIFF and the members of the CALIFORNIA CLASS that would
14 make class certification inappropriate. Counsel for the CALIFORNIA
15 CLASS will vigorously assert the claims of all CALIFORNIA CLASS
16 Members.

17 30. In addition to meeting the statutory prerequisites to a Class Action, this action is
18 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- 19 (a) Without class certification and determination of declaratory, injunctive,
20 statutory and other legal questions within the class format, prosecution of
21 separate actions by individual members of the CALIFORNIA CLASS will
22 create the risk of:

- 23 1) Inconsistent or varying adjudications with respect to individual
24 members of the CALIFORNIA CLASS which would establish
25 incompatible standards of conduct for the parties opposing the
26 CALIFORNIA CLASS; and/or,
27 2) Adjudication with respect to individual members of the
28 CALIFORNIA CLASS which would as a practical matter be

dispositive of interests of the other members not party to the adjudication or substantially impair or impede their ability to protect their interests.

(b) The parties opposing the CALIFORNIA CLASS have acted or refused to act on grounds generally applicable to the CALIFORNIA CLASS, making appropriate class-wide relief with respect to the CALIFORNIA CLASS as a whole in that DEFENDANT uniformly failed to pay all wages due to members of the CALIFORNIA CLASS as required by law;

1) With respect to the First Cause of Action, the final relief on behalf of the CALIFORNIA CLASS sought does not relate exclusively to restitution because through this claim PLAINTIFF seeks declaratory relief holding that the DEFENDANT's policy and practices constitute unfair competition, along with declaratory relief, injunctive relief, and incidental equitable relief as may be necessary to prevent and remedy the conduct declared to constitute unfair competition;

(c) Common questions of law and fact exist as to the members of the CALIFORNIA CLASS, with respect to the practices and violations of California law as listed above, and predominate over any question affecting only individual CALIFORNIA CLASS Members, and a Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

1) The interests of the members of the CALIFORNIA CLASS in individually controlling the prosecution or defense of separate actions in that the substantial expense of individual actions will be avoided to recover the relatively small amount of economic losses sustained by the individual CALIFORNIA CLASS Members when compared to the substantial expense and burden of individual

prosecution of this litigation;

2) Class certification will obviate the need for unduly duplicative litigation that would create the risk of:

A. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA CLASS, which would establish incompatible standards of conduct for the DEFENDANT; and/or,

B. Adjudications with respect to individual members of the CALIFORNIA CLASS would as a practical matter be dispositive of the interests of the other members not parties to the adjudication or substantially impair or impede their ability to protect their interests;

3) In the context of wage litigation because a substantial number of individual CALIFORNIA CLASS Members will avoid asserting their legal rights out of fear of retaliation by DEFENDANT, which may adversely affect an individual's job with DEFENDANT or with a subsequent employer, the Class Action is the only means to assert their claims through a representative; and,

4) A class action is superior to other available methods for the fair and efficient adjudication of this litigation because class treatment will obviate the need for unduly and unnecessary duplicative litigation that is likely to result in the absence of certification of this action pursuant to Cal. Code of Civ. Proc. § 382.

31. This Court should permit this action to be maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382 because:

(a) The questions of law and fact common to the CALIFORNIA CLASS predominate over any question affecting only individual CALIFORNIA CLASS Members because the DEFENDANT's employment practices are

1 applied with respect to the CALIFORNIA CLASS;

- 2 (b) A Class Action is superior to any other available method for the fair and
3 efficient adjudication of the claims of the members of the CALIFORNIA
4 CLASS because in the context of employment litigation a substantial
5 number of individual CALIFORNIA CLASS Members will avoid
6 asserting their rights individually out of fear of retaliation or adverse
7 impact on their employment;
- 8 (c) The members of the CALIFORNIA CLASS are so numerous that it is
9 impractical to bring all members of the CALIFORNIA CLASS before the
10 Court;
- 11 (d) PLAINTIFF, and the other CALIFORNIA CLASS Members, will not be
12 able to obtain effective and economic legal redress unless the action is
13 maintained as a Class Action;
- 14 (e) There is a community of interest in obtaining appropriate legal and
15 equitable relief for the acts of unfair competition, statutory violations and
16 other improprieties, and in obtaining adequate compensation for the
17 damages and injuries which DEFENDANT's actions have inflicted upon
18 the CALIFORNIA CLASS;
- 19 (f) There is a community of interest in ensuring that the combined assets of
20 DEFENDANT are sufficient to adequately compensate the members of
21 the CALIFORNIA CLASS for the injuries sustained;
- 22 (g) DEFENDANT has acted or refused to act on grounds generally applicable
23 to the CALIFORNIA CLASS, thereby making final class-wide relief
24 appropriate with respect to the CALIFORNIA CLASS as a whole;
- 25 (h) The members of the CALIFORNIA CLASS are readily ascertainable from
26 the business records of DEFENDANT; and,
- 27 (i) Class treatment provides manageable judicial treatment calculated to bring
28 a efficient and rapid conclusion to all litigation of all wage and hour

1 related claims arising out of the conduct of DEFENDANT as to the
2 members of the CALIFORNIA CLASS.

3 32. DEFENDANT maintains records from which the Court can ascertain and identify
4 by job title each of DEFENDANT's employees who have been intentionally subjected to
5 DEFENDANT's company policy, practices and procedures as herein alleged. PLAINTIFF will
6 seek leave to amend the Complaint to include any additional job titles of similarly situated
7 employees when they have been identified.

8
9 **THE CALIFORNIA LABOR SUB-CLASS**

10 33. PLAINTIFF further brings the Second, Third, Fourth, Fifth, Sixth, Seventh and
11 Eighth Causes of Action on behalf of a California sub-class, defined as all members of the
12 CALIFORNIA CLASS who are or previously were employed DEFENDANT in California and
13 classified as non-exempt employees (the "CALIFORNIA LABOR SUB-CLASS") at any time
14 during the period three (3) years prior to the filing of the complaint and ending on the date as
15 determined by the Court (the "CALIFORNIA LABOR SUB-CLASS PERIOD") pursuant to
16 Cal. Code of Civ. Proc. § 382. The amount in controversy for the aggregate claim of
17 CALIFORNIA LABOR SUB-CLASS Members is under five million dollars (\$5,000,000.00).

18 34. DEFENDANT, as a matter of company policy, practice and procedure, and in
19 violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order
20 requirements, and the applicable provisions of California law, intentionally, knowingly, and
21 wilfully, engages in a practice whereby DEFENDANT fails to correctly calculate compensation
22 for the time worked by PLAINTIFF and the other members of the CALIFORNIA LABOR
23 SUB-CLASS and reporting time wages owed to these employees, even though DEFENDANT
24 enjoys the benefit of this work, requires employees to perform this work and permits or suffers
25 to permit this work. DEFENDANT has uniformly denied these CALIFORNIA LABOR SUB-
26 CLASS Members wages to which these employees are entitled in order to unfairly cheat the
27 competition and unlawfully profit. To the extent equitable tolling operates to toll claims by the
28 CALIFORNIA LABOR SUB-CLASS against DEFENDANT, the CALIFORNIA LABOR

1 SUB-CLASS PERIOD should be adjusted accordingly.

2 35. DEFENDANT maintains records from which the Court can ascertain and identify
3 by name and job title, each of DEFENDANT's employees who have been intentionally
4 subjected to DEFENDANT's company policy, practices and procedures as herein alleged.
5 PLAINTIFF will seek leave to amend the complaint to include any additional job titles of
6 similarly situated employees when they have been identified.

7 36. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all
8 CALIFORNIA LABOR SUB-CLASS Members is impracticable.

9 37. Common questions of law and fact exist as to members of the CALIFORNIA
10 LABOR SUB-CLASS, including, but not limited, to the following:

- 11 (a) Whether DEFENDANT unlawfully failed to correctly calculate and pay
12 compensation due to members of the CALIFORNIA LABOR SUB-
13 CLASS for missed meal and rest breaks in violation of the California
14 Labor Code and California regulations and the applicable California Wage
15 Order;
- 16 (b) Whether DEFENDANT failed to provide the PLAINTIFF and the other
17 members of the CALIFORNIA LABOR SUB-CLASS with accurate
18 itemized wage statements;
- 19 (c) Whether DEFENDANT has engaged in unfair competition by the
20 above-listed conduct;
- 21 (d) The proper measure of damages and penalties owed to the members of the
22 CALIFORNIA LABOR SUB-CLASS; and,
- 23 (e) Whether DEFENDANT's conduct was willful.

24 38. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-CLASS
25 under California law by:

- 26 (a) Violating Cal. Lab. Code §§ 510, *et seq.*, by failing to correctly pay the
27 PLAINTIFF and the members of the CALIFORNIA LABOR SUB-
28 CLASS all wages due for overtime worked, for which DEFENDANT is

liable pursuant to Cal. Lab. Code § 1194;

- (b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq.*, by failing to accurately pay PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS the correct minimum wage pay for which DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;
- (c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS with an accurate itemized statement in writing showing the corresponding correct amount of wages earned by the employee; and,
- (d) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS with all legally required off-duty, uninterrupted thirty (30) minute meal breaks and the legally required off-duty rest breaks;
- (e) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members with necessary expenses incurred in the discharge of their job duties.

39. This Class Action meets the statutory prerequisites for the maintenance of a Class Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS are so numerous that the joinder of all CALIFORNIA LABOR SUB-CLASS Members is impracticable and the disposition of their claims as a class will benefit the parties and the Court;
- (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are raised in this Complaint are common to the CALIFORNIA LABOR SUB-CLASS and will apply uniformly to every member of the CALIFORNIA LABOR SUB-CLASS;
- (c) The claims of the representative PLAINTIFF are typical of the claims of each member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF,

1 like all the other members of the CALIFORNIA LABOR SUB-CLASS,
2 is a non-exempt employee paid on an hourly basis who has been subjected
3 to the DEFENDANT's practice and policy which fails to pay the correct
4 amount of wages due to the CALIFORNIA LABOR SUB-CLASS.
5 PLAINTIFF sustained economic injury as a result of DEFENDANT's
6 employment practices. PLAINTIFF and the members of the
7 CALIFORNIA LABOR SUB-CLASS were and are similarly or
8 identically harmed by the same unlawful, deceptive, unfair and pervasive
9 pattern of misconduct engaged in by DEFENDANT; and,

- 10 (d) The representative PLAINTIFF will fairly and adequately represent and
11 protect the interest of the CALIFORNIA LABOR SUB-CLASS, and has
12 retained counsel who are competent and experienced in Class Action
13 litigation. There are no material conflicts between the claims of the
14 representative PLAINTIFF and the members of the CALIFORNIA
15 LABOR SUB-CLASS that would make class certification inappropriate.
16 Counsel for the CALIFORNIA LABOR SUB-CLASS will vigorously
17 assert the claims of all CALIFORNIA LABOR SUB-CLASS Members.

18 40. In addition to meeting the statutory prerequisites to a Class Action, this action is
19 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- 20 (a) Without class certification and determination of declaratory, injunctive,
21 statutory and other legal questions within the class format, prosecution of
22 separate actions by individual members of the CALIFORNIA LABOR
23 SUB-CLASS will create the risk of:

- 24 1) Inconsistent or varying adjudications with respect to individual
25 members of the CALIFORNIA LABOR SUB-CLASS which
26 would establish incompatible standards of conduct for the parties
27 opposing the CALIFORNIA LABOR SUB-CLASS; or,
28 2) Adjudication with respect to individual members of the

CALIFORNIA LABOR SUB-CLASS which would as a practical matter be dispositive of interests of the other members not party to the adjudication or substantially impair or impede their ability to protect their interests.

(b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted or refused to act on grounds generally applicable to the CALIFORNIA LABOR SUB-CLASS, making appropriate class-wide relief with respect to the CALIFORNIA LABOR SUB-CLASS as a whole in that DEFENDANT uniformly fails to pay all wages due. Including the correct wages for all time worked by the members of the CALIFORNIA LABOR SUB-CLASS as required by law;

(c) Common questions of law and fact predominate as to the members of the CALIFORNIA LABOR SUB-CLASS, with respect to the practices and violations of California Law as listed above, and predominate over any question affecting only individual CALIFORNIA LABOR SUB-CLASS Members, and a Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

- 1) The interests of the members of the CALIFORNIA LABOR SUB-CLASS in individually controlling the prosecution or defense of separate actions in that the substantial expense of individual actions will be avoided to recover the relatively small amount of economic losses sustained by the individual CALIFORNIA LABOR SUB-CLASS Members when compared to the substantial expense and burden of individual prosecution of this litigation;
- 2) Class certification will obviate the need for unduly duplicative litigation that would create the risk of:

A. Inconsistent or varying adjudications with respect to

individual members of the CALIFORNIA LABOR SUB-CLASS, which would establish incompatible standards of conduct for the DEFENDANT; and/or,

B. Adjudications with respect to individual members of the CALIFORNIA LABOR SUB-CLASS would as a practical matter be dispositive of the interests of the other members not parties to the adjudication or substantially impair or impede their ability to protect their interests;

3) In the context of wage litigation because a substantial number of individual CALIFORNIA LABOR SUB-CLASS Members will avoid asserting their legal rights out of fear of retaliation by DEFENDANT, which may adversely affect an individual's job with DEFENDANT or with a subsequent employer, the Class Action is the only means to assert their claims through a representative; and,

4) A class action is superior to other available methods for the fair and efficient adjudication of this litigation because class treatment will obviate the need for unduly and unnecessary duplicative litigation that is likely to result in the absence of certification of this action pursuant to Cal. Code of Civ. Proc. § 382.

41. This Court should permit this action to be maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382 because:

(a) The questions of law and fact common to the CALIFORNIA LABOR SUB-CLASS predominate over any question affecting only individual CALIFORNIA LABOR SUB-CLASS Members;

(b) A Class Action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the CALIFORNIA LABOR SUB-CLASS because in the context of employment litigation a

1 substantial number of individual CALIFORNIA LABOR SUB-CLASS
2 Members will avoid asserting their rights individually out of fear of
3 retaliation or adverse impact on their employment;

4 (c) The members of the CALIFORNIA LABOR SUB-CLASS are so
5 numerous that it is impractical to bring all members of the CALIFORNIA
6 LABOR SUB-CLASS before the Court;

7 (d) PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS
8 Members, will not be able to obtain effective and economic legal redress
9 unless the action is maintained as a Class Action;

10 (e) There is a community of interest in obtaining appropriate legal and
11 equitable relief for the acts of unfair competition, statutory violations and
12 other improprieties, and in obtaining adequate compensation for the
13 damages and injuries which DEFENDANT's actions have inflicted upon
14 the CALIFORNIA LABOR SUB-CLASS;

15 (f) There is a community of interest in ensuring that the combined assets of
16 DEFENDANT are sufficient to adequately compensate the members of
17 the CALIFORNIA LABOR SUB-CLASS for the injuries sustained;

18 (g) DEFENDANT has acted or refused to act on grounds generally applicable
19 to the CALIFORNIA LABOR SUB-CLASS, thereby making final class-
20 wide relief appropriate with respect to the CALIFORNIA LABOR SUB-
21 CLASS as a whole;

22 (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily
23 ascertainable from the business records of DEFENDANT. The
24 CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA
25 CLASS Members who worked for DEFENDANT in California at any
26 time during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,

27 (i) Class treatment provides manageable judicial treatment calculated to bring
28 a efficient and rapid conclusion to all litigation of all wage and hour

1 related claims arising out of the conduct of DEFENDANT as to the
2 members of the CALIFORNIA LABOR SUB-CLASS.

3
4 **FIRST CAUSE OF ACTION**

5 **For Unlawful Business Practices**

6 **[Cal. Bus. And Prof. Code §§ 17200, *et seq.*]**

7 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)**

8 42. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
9 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
10 Complaint.

11 43. DEFENDANT is a “person” as that term is defined under Cal. Bus. and Prof.
12 Code § 17021.

13 44. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines
14 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section
15 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair
16 competition as follows:

17 Any person who engages, has engaged, or proposes to engage in unfair
18 competition may be enjoined in any court of competent jurisdiction. The court
19 may make such orders or judgments, including the appointment of a receiver, as
20 may be necessary to prevent the use or employment by any person of any practice
which constitutes unfair competition, as defined in this chapter, or as may be
necessary to restore to any person in interest any money or property, real or
personal, which may have been acquired by means of such unfair competition.

21 Cal. Bus. & Prof. Code § 17203.

22 45. By the conduct alleged herein, DEFENDANT has engaged and continues to
23 engage in a business practice which violates California law, including but not limited to, the
24 applicable Industrial Wage Order(s), the California Code of Regulations and the California
25 Labor Code including Sections 204, 210, 221, 226.7, 246, 248.5, 510, 512, 1194, 1197, 1197.1,
26 1198, 2802 and the Fair Labor Standards Act and federal regulations promulgated thereunder,
27 for which this Court should issue declaratory and other equitable relief pursuant to Cal. Bus.
28 & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute

1 unfair competition, including restitution of wages wrongfully withheld.

2 46. By the conduct alleged herein, DEFENDANT's practices are unlawful and unfair
3 in that these practices violate public policy, are immoral, unethical, oppressive, unscrupulous
4 or substantially injurious to employees, and are without valid justification or utility for which
5 this Court should issue equitable and injunctive relief pursuant to Section 17203 of the
6 California Business & Professions Code, including restitution of wages wrongfully withheld.

7 47. By the conduct alleged herein, DEFENDANT's practices are deceptive and
8 fraudulent in that DEFENDANT's uniform policy and practice fails to provide the legally
9 mandated meal and rest periods, and the required amount of compensation for missed meal and
10 rest periods, reporting time pay, and overtime and minimum wages owed, and Fair Labor
11 Standards Act overtime wages due for overtime worked as a result of failing to include non-
12 discretionary incentive compensation into their regular rate for purposes of computing the
13 proper overtime pay, due to a business practice that cannot be justified, pursuant to the
14 applicable Cal. Lab. Code, and Industrial Welfare Commission requirements in violation of Cal.
15 Bus. Code §§ 17200, *et seq.*, and for which this Court should issue injunctive and equitable
16 relief, pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of wages wrongfully
17 withheld.

18 48. By the conduct alleged herein, DEFENDANT's practices are also unlawful, unfair
19 and deceptive in that DEFENDANT's employment practices cause PLAINTIFF and the other
20 members of the CALIFORNIA CLASS to be underpaid during their employment with
21 DEFENDANT.

22 49. By the conduct alleged herein, DEFENDANT's practices are also unlawful, unfair
23 and deceptive in that DEFENDANT's uniform policies, practices and procedures fail to provide
24 all legally required meal breaks to PLAINTIFF and the other members of the CALIFORNIA
25 CLASS as required by Cal. Lab. Code §§ 226.7 and 512.

26 50. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each
27 CALIFORNIA CLASS Member, one (1) hour of pay for each workday in which an off-duty
28 meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay

1 for each workday in which a second off-duty meal period was not timely provided for each ten
2 (10) hours of work.

3 51. PLAINTIFF further demands on behalf of herself and each member of the
4 CALIFORNIA LABOR SUB-CLASS, one (1) hour of pay for each workday in which an off
5 duty paid rest period was not timely provided as required by law.

6 52. By and through the unlawful and unfair business practices described herein,
7 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and the
8 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and
9 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
10 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT
11 to unfairly compete against competitors who comply with the law.

12 53. All the acts described herein as violations of, among other things, the Industrial
13 Welfare Commission Wage Orders, the California Code of Regulations, and the California
14 Labor Code, are unlawful and in violation of public policy, are immoral, unethical, oppressive
15 and unscrupulous, are deceptive, and thereby constitute unlawful, unfair and deceptive business
16 practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

17 54. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
18 and do, seek such relief as may be necessary to restore to them the money and property which
19 DEFENDANT has acquired, or of which PLAINTIFF and the other members of the
20 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and
21 unfair business practices, including earned but unpaid wages for all time worked.

22 55. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
23 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair
24 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
25 engaging in any unlawful and unfair business practices in the future.

26 56. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,
27 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices
28 of DEFENDANT. Further, the practices herein alleged presently continue to occur unabated.

1 As a result of the unlawful and unfair business practices described herein, PLAINTIFF and the
2 other members of the CALIFORNIA CLASS have suffered and will continue to suffer
3 irreparable legal and economic harm unless DEFENDANT is restrained from continuing to
4 engage in these unlawful and unfair business practices.

5
6 **SECOND CAUSE OF ACTION**

7 **For Failure To Pay Minimum Wages**

8 **[Cal. Lab. Code §§ 1194, 1197 and 1197.1]**

9 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**

10 **and Against All Defendants)**

11 57. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
12 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
13 paragraphs of this Complaint.

14 58. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
15 bring a claim for DEFENDANT's willful and intentional violations of the California Labor
16 Code and the Industrial Welfare Commission requirements for DEFENDANT's failure to
17 accurately calculate and pay reporting time and minimum wages to PLAINTIFF and
18 CALIFORNIA CLASS Members.

19 59. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and
20 public policy, an employer must timely pay its employees for all hours worked.

21 60. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
22 commission is the minimum wage to be paid to employees, and the payment of a less wage than
23 the minimum so fixed is unlawful.

24 61. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
25 including reporting time pay and minimum wage compensation and interest thereon, together
26 with the costs of suit.

27 62. DEFENDANT maintains a uniform wage practice of paying PLAINTIFF and the
28 other members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct

1 amount of time they work. As set forth herein, DEFENDANT's uniform policy and practice
2 is to unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the
3 other members of the CALIFORNIA LABOR SUB-CLASS.

4 63. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,
5 without limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a
6 result of implementing a uniform policy and practice that denies accurate compensation to
7 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS in regards to
8 minimum wage pay.

9 64. In committing these violations of the California Labor Code, DEFENDANT
10 inaccurately calculates the correct time worked and consequently underpays the actual time
11 worked by PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS.
12 DEFENDANT acted in an illegal attempt to avoid the payment of all earned wages, and other
13 benefits in violation of the California Labor Code, the Industrial Welfare Commission
14 requirements and other applicable laws and regulations.

15 65. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
16 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS do not receive
17 the correct reporting time pay and minimum wage compensation for their time worked for
18 DEFENDANT.

19 66. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the
20 other members of the CALIFORNIA LABOR SUB-CLASS are paid less for time worked that
21 they are entitled to, constituting a failure to pay all earned wages. DEFENDANT fails to
22 accurately pay the PLAINTIFF and members of the CALIFORNIA LABOR SUB-CLASS the
23 wages for the time they work in accordance with 1197 & 1197.1, even though the PLAINTIFF
24 and the other members of the CALIFORNIA LABOR SUB-CLASS are regularly required,
25 permitted or suffered to work, and do in fact work, off the clock time as to which
26 DEFENDANT fails to accurately record and pay as evidenced by DEFENDANT's business
27 records and witnessed by employees.

28 67. By virtue of DEFENDANT's unlawful failure to accurately pay all earned

1 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
2 CLASS for the true time they work, PLAINTIFF and the other members of the CALIFORNIA
3 LABOR SUB-CLASS have suffered and will continue to suffer an economic injury in amounts
4 which are presently unknown to them and which will be ascertained according to proof at trial.

5 68. DEFENDANT knew or should have known that PLAINTIFF and the other
6 members of the CALIFORNIA LABOR SUB-CLASS are under compensated for their time
7 worked. DEFENDANT elected, either through intentional malfeasance or gross nonfeasance,
8 to not pay employees for their labor as a matter of uniform company policy, practice and
9 procedure, and DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFF and the
10 other members of the CALIFORNIA LABOR SUB-CLASS the correct reporting time pay and
11 minimum wages for their time worked.

12 69. In performing the acts and practices herein alleged in violation of California labor
13 laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for
14 all time worked and provide them with the requisite compensation, DEFENDANT acted and
15 continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and the other
16 members of the CALIFORNIA LABOR SUB-CLASS with a conscious and utter disregard for
17 their legal rights, or the consequences to them, and with the despicable intent of depriving them
18 of their property and legal rights, and otherwise causing them injury in order to increase
19 company profits at the expense of these employees.

20 70. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
21 therefore request recovery of all unpaid wages, according to proof, interest, statutory costs, as
22 well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided
23 by the California Labor Code and/or other applicable statutes. DEFENDANT's conduct as
24 alleged herein was willful, intentional and not in good faith. Further, PLAINTIFF and other
25 CALIFORNIA LABOR SUB-CLASS Members are entitled to seek and recover statutory costs.

26 ///

27 ///

28 ///

1 **THIRD CAUSE OF ACTION**

2 **For Failure To Pay Overtime Compensation**

3 **[Cal. Lab. Code §§ 510, *et seq.*]**

4 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
5 **Defendants)**

6 71. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
7 reallege and incorporate by this reference, as though full set forth herein, the prior paragraphs
8 of this Complaint.

9 72. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
10 bring a claim for DEFENDANT's willful and intentional violations of the California Labor
11 Code and the Industrial Welfare Commission requirements for DEFENDANT's failure to pay
12 these employees for all overtime worked, including, work performed in excess of eight (8)
13 hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any
14 workweek.

15 73. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and
16 public policy, an employer must timely pay its employees for all hours worked.

17 74. Cal. Lab. Code § 510 further provides that employees in California shall not be
18 employed more than eight (8) hours per workday and more than forty (40) hours per workweek
19 unless they receive additional compensation beyond their regular wages in amounts specified
20 by law.

21 75. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
22 including reporting time pay and minimum wage and overtime compensation and interest
23 thereon, together with the costs of suit. Cal. Lab. Code § 1198 further states that the
24 employment of an employee for longer hours than those fixed by the Industrial Welfare
25 Commission is unlawful.

26 76. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and
27 CALIFORNIA LABOR SUB-CLASS Members are required, permitted or suffered by
28 DEFENDANT to work for DEFENDANT and are not paid for all the time they work, including

1 overtime work.

2 77. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,
3 without limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a
4 result of implementing a uniform policy and practice that failed to accurately record overtime
5 work by PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members and denied
6 accurate compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR
7 SUB-CLASS for overtime work, including, the overtime work performed in excess of eight (8)
8 hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any
9 workweek.

10 78. In committing these violations of the California Labor Code, DEFENDANT
11 inaccurately records overtime worked and consequently underpays the overtime worked by
12 PLAINTIFF and other CALIFORNIA LABOR-SUB CLASS Members. DEFENDANT acted
13 in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation
14 of the California Labor Code, the Industrial Welfare Commission requirements and other
15 applicable laws and regulations.

16 84. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and
17 CALIFORNIA LABOR SUB-CLASS Members were required, permitted or suffered by
18 DEFENDANT to work for DEFENDANT and were not paid for all the time they worked
19 including overtime work.

20 85. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
21 the PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS are not
22 receiving full compensation for overtime worked.

23 86. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
24 from the overtime requirements of the law. None of these exemptions are applicable to the
25 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS. Further,
26 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS are not subject
27 to a valid collective bargaining agreement that would preclude the causes of action contained
28 herein this Complaint. Rather, PLAINTIFF brings this Action on behalf of herself and the

1 CALIFORNIA LABOR SUB-CLASS based on DEFENDANT's violations of non-negotiable,
2 non-waiveable rights provided by the State of California.

3 87. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the
4 other members of the CALIFORNIA LABOR SUB-CLASS are paid less for overtime worked
5 that they are entitled to, constituting a failure to pay all earned wages.

6 88. DEFENDANT fails to accurately pay the PLAINTIFF and the other members of
7 the CALIFORNIA LABOR SUB-CLASS overtime wages for the time they worked which was
8 in excess of the maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194
9 & 1198, even though PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
10 CLASS are required to work, and did in fact work, overtime as to which DEFENDANT fails
11 to accurately record and pay as evidenced by DEFENDANT's business records and witnessed
12 by employees.

13 89. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
14 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
15 CLASS for the true amount of time they worked, PLAINTIFF and the other members of the
16 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
17 injury in amounts which are presently unknown to them and which will be ascertained
18 according to proof at trial.

19 90. DEFENDANT knew or should have known that PLAINTIFF and the other
20 members of the CALIFORNIA LABOR SUB-CLASS are under compensated for all overtime
21 worked. DEFENDANT elected, either through intentional malfeasance or gross nonfeasance,
22 to not pay employees for their labor as a matter of uniform company policy, practice and
23 procedure, and DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFF and the
24 other members of the CALIFORNIA LABOR SUB-CLASS for overtime worked.

25 91. In performing the acts and practices herein alleged in violation of California labor
26 laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for
27 all overtime worked and provide them with the requisite overtime compensation, DEFENDANT
28 acted and continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and

1 the other members of the CALIFORNIA LABOR SUB-CLASS with a conscious of and utter
2 disregard for their legal rights, or the consequences to them, and with the despicable intent of
3 depriving them of their property and legal rights, and otherwise causing them injury in order
4 to increase company profits at the expense of these employees.

5 92. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
6 therefore request recovery of all overtime wages, according to proof, interest, statutory costs,
7 as well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided
8 by the California Labor Code and/or other applicable statutes. DEFENDANT's conduct as
9 alleged herein was willful, intentional and not in good faith. Further, PLAINTIFF and other
10 CALIFORNIA LABOR SUB-CLASS Members are entitled to seek and recover statutory costs.

11
12 **FOURTH CAUSE OF ACTION**

13 **For Failure to Provide Required Meal Periods**

14 **[Cal. Lab. Code §§ 226.7 & 512]**

15 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)**

16 93. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
17 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs
18 of this Complaint.

19 94. During the CALIFORNIA CLASS PERIOD, DEFENDANT fails to provide all
20 the legally required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA LABOR
21 SUB-CLASS Members as required by the applicable Wage Order and Labor Code. The nature
22 of the work performed by PLAINTIFF and CALIFORNIA LABOR SUB-CLASS MEMBERS
23 does not prevent these employees from being relieved of all of their duties for the legally
24 required off-duty meal periods. As a result of their rigorous work schedules, PLAINTIFF and
25 other CALIFORNIA LABOR SUB-CLASS Members are from time to time not fully relieved
26 of duty by DEFENDANT for their meal periods. Additionally, DEFENDANT's failure to
27 provide PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS Members with legally
28 required meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANT's

1 business records. Further, DEFENDANT fails to provide PLAINTIFF and CALIFORNIA
2 CLASS Members with a second off-duty meal period in some workdays in which these
3 employees were required by DEFENDANT to work ten (10) hours of work. As a result,
4 PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS therefore forfeit
5 meal breaks without additional compensation and in accordance with DEFENDANT's strict
6 corporate policy and practice.

7 95. DEFENDANT further violates California Labor Code §§ 226.7 and the applicable
8 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR SUB-
9 CLASS Members who are not provided a meal period, in accordance with the applicable Wage
10 Order, one additional hour of compensation at each employee's regular rate of pay for each
11 workday that a meal period was not provided.

12 96. As a proximate result of the aforementioned violations, PLAINTIFF and
13 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
14 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
15 suit.

17 **FIFTH CAUSE OF ACTION**

18 **For Failure to Provide Required Rest Periods**

19 **[Cal. Lab. Code §§ 226.7 & 512]**

20 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
21 **Defendants)**

22 97. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
23 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs
24 of this Complaint.

25 98. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members are
26 required to work in excess of four (4) hours without being provided ten (10) minute rest periods.
27 Further, these employees were denied their first rest periods of at least ten (10) minutes for
28 some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least

1 ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first,
2 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours
3 or more. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members are also not
4 provided with one hour wages in lieu thereof. As a result of their rigorous work schedules,
5 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members are periodically denied
6 their proper rest periods by DEFENDANT and DEFENDANT's managers.

7 99. DEFENDANT further violates California Labor Code §§ 226.7 and the applicable
8 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR SUB-
9 CLASS Members who are not provided a rest period, in accordance with the applicable Wage
10 Order, one additional hour of compensation at each employee's regular rate of pay for each
11 workday that rest period was not provided.

12 100. As a proximate result of the aforementioned violations, PLAINTIFF and
13 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
14 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
15 suit.

16 **SIXTH CAUSE OF ACTION**

17 **For Failure to Provide Accurate Itemized Statements**

18 **[Cal. Lab. Code § 226]**

19 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
20 **Defendants)**

21 101. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
22 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs
23 of this Complaint.

24 102. Cal. Labor Code § 226 provides that an employer must furnish employees with
25 an "accurate itemized" statement in writing showing:

26 (1) gross wages earned,

27 (2) total hours worked by the employee, except for any employee whose compensation
28

1 is solely based on a salary and who is exempt from payment of overtime under
2 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
3 Commission,

4 (3) the number of piecerate units earned and any applicable piece rate if the employee
5 is paid on a piece-rate basis,

6 (4) all deductions, provided that all deductions made on written orders of the employee
7 may be aggregated and shown as one item,

8 (5) net wages earned,

9 (6) the inclusive dates of the period for which the employee is paid,

10 (7) the name of the employee and his or her social security number, except that by
11 January 1, 2008, only the last four digits of his or her social security number or an
12 employee identification number other than a social security number may be shown on
13 the itemized statement,

14 (8) the name and address of the legal entity that is the employer, and

15 (9) all applicable hourly rates in effect during the pay period and the corresponding
16 number of hours worked at each hourly rate by the employee.

17 103. DEFENDANT also fails to provide PLAINTIFF and the other members of the
18 CALIFORNIA LABOR SUB-CLASS with complete and accurate wage statements which failed
19 to show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
20 provides that every employer shall furnish each of his or her employees with an accurate
21 itemized wage statement in writing showing, among other things, gross wages earned and all
22 applicable hourly rates in effect during the pay period and the corresponding amount of time
23 worked at each hourly rate. Aside, from the violations listed above, DEFENDANT failed to
24 issue to PLAINTIFF an itemized wage statement that lists all the requirements under California
25 Labor Code 226 *et seq.* As a result, DEFENDANT from time to time provided PLAINTIFF and
26 the other members of the CALIFORNIA LABOR SUB-CLASS with wage statements which
27 violated Cal. Lab. Code § 226.

28 104. DEFENDANT knowingly and intentionally fails to comply with Cal. Lab. Code

§ 226, causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS. These damages include, but are not limited to, costs expended calculating the correct wages for all missed meal and rest breaks and the amount of employment taxes which were not properly paid to state and federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS may elect to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code § 226, in an amount according to proof at the time of trial (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the CALIFORNIA LABOR SUB-CLASS herein).

SEVENTH CAUSE OF ACTION

For Failure to Reimburse Employees for Required Expenses

[Cal. Lab. Code § 2802]

(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)

105. PLAINTIFF and the other CALIFORNIA LABOR SUB-CLASS members reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

106. Cal. Lab. Code § 2802 provides, in relevant part, that:

An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

107. At all relevant times herein, DEFENDANT violated Cal. Lab. Code § 2802, by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for required expenses incurred in the discharge of their job duties for DEFENDANT's benefit. DEFENDANT fails to reimburse PLAINTIFF and the

1 CALIFORNIA LABOR SUB-CLASS members for expenses which include, but are not
2 limited to, costs related to using their personal cellular phones and personal vehicles all on
3 behalf of and for the benefit of DEFENDANT. Specifically, PLAINTIFF and other
4 CALIFORNIA LABOR SUB-CLASS Members are required by DEFENDANT to use their
5 personal cell phones to respond to work related issues. DEFENDANT's policy, practice and
6 procedure is to not reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS
7 members for expenses resulting from using their personal cellular phones for DEFENDANT
8 within the course and scope of their employment for DEFENDANT. These expenses are
9 necessary to complete their principal job duties. DEFENDANT is estopped by
10 DEFENDANT's conduct to assert any waiver of this expectation. Although these expenses
11 are necessary expenses incurred by PLAINTIFF and the CALIFORNIA LABOR SUB-
12 CLASS members, DEFENDANT fails to indemnify and reimburse PLAINTIFF and the
13 CALIFORNIA LABOR SUB-CLASS members for these expenses as an employer is
14 required to do under the laws and regulations of California.

15 108. PLAINTIFF therefore demands reimbursement for expenditures or losses
16 incurred by them and the CALIFORNIA LABOR SUB-CLASS members in the discharge of
17 their job duties for DEFENDANT, or their obedience to the directions of DEFENDANT,
18 with interest at the statutory rate and costs under Cal. Lab. Code § 2802.

19 **EIGHTH CAUSE OF ACTION**

20 **For Failure to Pay Wages When Due**

21 **[Cal. Lab. Code §§ 201, 202, 203]**

22 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**
23 **and Against All Defendants)**

24 109. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
25 CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior
26 paragraphs of this Complaint.

27 110. Cal. Lab. Code § 200 provides, in relevant part, that:
28

As used in this article:

(a) "Wages" includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, Commission basis, or other method of calculation.

(b) "Labor" includes labor, work, or service whether rendered or performed under contract, subcontract, partnership, station plan, or other agreement if the labor to be paid for is performed personally by the person demanding payment.

111. Cal. Lab. Code § 201 provides, in relevant part, "that If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

112. Cal. Lab. Code § 202 provides, in relevant part, that:

If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting.

113. There was no definite term in PLAINTIFF's or any CALIFORNIA LABOR SUB-CLASS Members' employment contract.

114. Cal. Lab. Code § 203 provides, in relevant part, that:

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

115. The employment of PLAINTIFF and many CALIFORNIA LABOR SUB-CLASS Members has terminated and DEFENDANT has not tendered payment of all wages owed as required by law. Additionally, PLAINTIFF was terminated by DEFENDANT on January 14, 2021 and DEFENDANT did not send PLAINTIFF his final wages until January 19, 2021 in violation of Cal. Lab. Code Section 203.

116. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself and the members of the CALIFORNIA LABOR SUB-CLASS whose employment has terminated

1 and who have not been fully paid their wages due to them, PLAINTIFF demands thirty days
2 of pay as penalty for not paying all wages due at time of termination for all employees who
3 terminated employment during the CALIFORNIA LABOR SUB-CLASS PERIOD and
4 demands an accounting and payment of all wages due, plus interest and statutory costs as
5 allowed by law.

6
7
8 **PRAYER FOR RELIEF**

9 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
10 severally, as follows:

11 1. On behalf of the CALIFORNIA CLASS:

- 12 A) That the Court certify the First Cause of Action asserted by the CALIFORNIA
13 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
14 B) An order temporarily, preliminarily and permanently enjoining and restraining
15 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
16 C) An order requiring DEFENDANT to pay all wages and all sums unlawfully
17 withheld from compensation due to PLAINTIFF and the other members of the
18 CALIFORNIA CLASS; and,
19 D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund
20 for restitution of the sums incidental to DEFENDANT's violations due to
21 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

22 2. On behalf of the CALIFORNIA LABOR SUB-CLASS:

- 23 A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth
24 Causes of Action asserted by the CALIFORNIA LABOR SUB-CLASS as a class
25 action pursuant to Cal. Code of Civ. Proc. § 382;
26 B) Compensatory damages, according to proof at trial, including compensatory
27 damages for minimum and overtime compensation due PLAINTIFF and the other
28 members of the CALIFORNIA LABOR SUB-CLASS, during the applicable

CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon at the statutory rate;

- C) Meal and rest period compensation pursuant to California Labor Code Section 226.7 and the applicable IWC Wage Order;
- D) Liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- E) The greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per each member of the CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation of Cal. Lab. Code § 226;
- F) The amount of the expenses PLAINTIFF and each member of the CALIFORNIA LABOR SUBCLASS incurred in the course of their job duties, plus interest, and costs of suit; and,
- G) The wages of all terminated employees in the CALIFORNIA LABOR SUB-CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.

3. On all claims:

- A) An award of interest, including prejudgment interest at the legal rate;
- B) Such other and further relief as the Court deems just and equitable; and,
- C) An award of penalties, attorneys' fees and cost of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code §226, §1194 and/or §2802.

Dated: May 6, 2021 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: _____
Norman B. Blumenthal
Attorneys for Plaintiff

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

Dated: May 6, 2021 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: _____
Norman B. Blumenthal
Attorneys for Plaintiff

EXHIBIT 3

EXHIBIT 4

JCL Law Firm
Unbilled Time
Tabarez v. Alta (002-261)

Activity Date	Employee	Memo/Description	Rate	Duration	Amount	Balance
10/29/2021	Jean Claude Lapuyade	Drafted Association of Counsel	700.00	1	700.00	700.00
01/25/2022	Jean Claude Lapuyade	Discovery - Meet and Confer emails to/from OC	700.00	0.5	350.00	1,050.00
02/02/2022	Jean Claude Lapuyade	Pleadings - Reviewed Defendant's Answer	700.00	1.3	910.00	1,960.00
02/03/2022	Jean Claude Lapuyade	Legal Research - Motion to Strike and Demurrer Answer	700.00	3.3	2,310.00	4,270.00
04/14/2022	Jean Claude Lapuyade	Reviewed Stip. to Continue	700.00	0.5	350.00	4,620.00
04/29/2022	Jean Claude Lapuyade	Case Management - TC Court Clerk Re CMC	700.00	0.3	210.00	4,830.00
05/05/2022	Jean Claude Lapuyade	Drafted Joint Post Mediation Status Report	700.00	0.9	630.00	5,460.00
05/22/2022	Jean Claude Lapuyade	Case Management - emails to/from OC Re Stay	700.00	0.5	350.00	5,810.00
07/27/2022	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Viking and Arb.	700.00	1.5	1,050.00	6,860.00
08/16/2022	Sydney Castillo-Johnson	Call w/ client re: claims and additional fact investigation	450.00	0.5	225.00	7,085.00
08/18/2022	Sydney Castillo-Johnson	Draft arb demand	450.00	3.5	1,575.00	8,660.00
09/15/2022	Jean Claude Lapuyade	Case Management - Reviewed, Revised and Edited Arb. Demand	700.00	1.6	1,120.00	9,780.00
10/03/2022	Jean Claude Lapuyade	Case Management - R&R Defendant's Answer in Arbitration (INDV)	700.00	2.5	1,750.00	11,530.00
10/13/2022	Sydney Castillo-Johnson	Call with client re: case update	450.00	0.5	225.00	11,755.00
10/24/2022	Monnett DeLaTorre	Review relevant pleadings including Complaint, stipulation, and Arbitration Agreement in furtherance of preparing analysis of relevant information for handling case.	625.00	2.5	1,562.50	13,317.50
11/17/2022	Sydney Castillo-Johnson	Call with client re: case update	450.00	0.5	225.00	13,542.50
11/23/2022	Monnett DeLaTorre	Review relevant emails exchanged with opposing counsel regarding settlement of claims and discussions about overall potential resolution.	625.00	0.4	250.00	13,792.50
12/19/2022	Sydney Castillo-Johnson	Emails with client re: updated contact info	450.00	0.1	45.00	13,837.50
01/24/2023	Monnett DeLaTorre	Review edits made by opposing counsel to joint status report and prepare additional edits to joint report.	625.00	0.3	187.50	14,025.00
01/25/2023	Monnett DeLaTorre	Internal litigation strategy meeting to discuss overall strategy for handling case in light of Adolph decision expected.	625.00	0.4	250.00	14,275.00
01/27/2023	Monnett DeLaTorre	Review edits made by defense to joint status conference statement and approve for filing.	625.00	0.4	250.00	14,525.00
04/13/2023	Monnett DeLaTorre	Prepare for initial Arbitration Conference with the Arbitrator, attend Arbitration Conference and prepare summary of points confirmed by the Arbitrator and dates set.	625.00	1.5	937.50	15,462.50
06/05/2023	Monnett DeLaTorre	Teleconference with client in order to get additional information needed for purposes of initial disclosures and further detailed intake.	625.00	1	625.00	16,087.50
06/05/2023	Monnett DeLaTorre	Email to client regarding follow up of prior call regarding additional information and records needed for initial disclosures.	625.00	0.1	62.50	16,150.00
07/17/2023	Monnett DeLaTorre	Appear for status conference with the court and provide summary of court's orders to the litigation team.	625.00	0.9	562.50	16,712.50
07/17/2023	Monnett DeLaTorre	Review joint report and prepare for hearing and attend hearing telephonically.	625.00	0.8	500.00	17,212.50
07/25/2023	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	700.00	0.5	350.00	17,562.50
08/09/2023	Monnett DeLaTorre	Review and revise status update to the client.	625.00	0.2	125.00	17,687.50
09/28/2023	Jean Claude Lapuyade	Pleadings - Drafted, Revised and Edited Stip to Stay and Data Demand	700.00	1.4	980.00	18,667.50
09/28/2023	Monnett DeLaTorre	Review stipulation to stay and data demand and update prior to sending to defense in preparation for mediation.	625.00	1	625.00	19,292.50
10/12/2023	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	700.00	0.2	140.00	19,432.50
10/12/2023	Monnett DeLaTorre	Review and respond to several emails from defense counsel regarding proposed edits to stipulation to stay and data demand.	625.00	0.5	312.50	19,745.00

10/27/2023	Monnett DeLaTorre	Communications with client regarding status of case and new contact information.	625.00	0.2	125.00	19,870.00
11/02/2023	Monnett DeLaTorre	Email communications with defense counsel regarding sample data to be produced for mediation and her intent to send a redacted roster.	625.00	0.2	125.00	19,995.00
11/07/2023	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	700.00	0.4	280.00	20,275.00
11/07/2023	Jean Claude Lapuyade	Discovery - R&R Mediation Time and Payroll Data	700.00	3.5	2,450.00	22,725.00
11/07/2023	Monnett DeLaTorre	Additional emails with defense counsel regarding identifying employees to be selected for additional sampling purposes for mediation.	625.00	0.3	187.50	22,912.50
12/06/2023	Monnett DeLaTorre	Discovery - Emails to/from OC Re Mediation Data	625.00	0.3	187.50	23,100.00
12/07/2023	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Data and Mediation	700.00	0.6	420.00	23,520.00
12/07/2023	Monnett DeLaTorre	Teleconference with defense counsel to discuss issues with data and funding and request to continue mediation; discussion with litigation team about the same and confirm continuance with defense counsel.	625.00	2	1,250.00	24,770.00
12/18/2023	Monnett DeLaTorre	Review and revise status update to the client.	625.00	0.2	125.00	24,895.00
12/20/2023	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	700.00	0.4	280.00	25,175.00
01/08/2024	Monnett DeLaTorre	Review and revise proposed statement to Arbitrator to continue or vacate relevant dates pending mediation.	625.00	0.2	125.00	25,300.00
01/08/2024	Monnett DeLaTorre	Review email from defense counsel confirming joint message to Arbitrator regarding continuing dates.	625.00	0.1	62.50	25,362.50
01/09/2024	Monnett DeLaTorre	Review and revise draft stip to vacate all dates.	625.00	0.5	312.50	25,675.00
01/12/2024	Monnett DeLaTorre	Review confidentiality agreement from mediator.	625.00	0.3	187.50	25,862.50
02/02/2024	Monnett DeLaTorre	Review and respond to email from defense counsel regarding status of the mediation data.	625.00	0.1	62.50	25,925.00
02/02/2024	Monnett DeLaTorre	Email to defense counsel to follow up on settlement data.	625.00	0.1	62.50	25,987.50
03/18/2024	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	700.00	0.2	140.00	26,127.50
03/20/2024	Monnett DeLaTorre	Emails to and from defense counsel regarding mediation data to be produced.	625.00	0.2	125.00	26,252.50
03/22/2024	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	700.00	0.3	210.00	26,462.50
03/25/2024	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation	700.00	0.3	210.00	26,672.50
03/25/2024	Monnett DeLaTorre	Initial review of data sent by opposing counsel and email communications with expert about data and potential AWS.	625.00	1.2	750.00	27,422.50
03/26/2024	Monnett DeLaTorre	Emails with defense counsel regarding potential AWS and discussion about wage order no. 5.	625.00	0.3	187.50	27,610.00
04/02/2024	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation	700.00	0.4	280.00	27,890.00
04/04/2024	Monnett DeLaTorre	Emails with expert and defense counsel regarding missing data needed for mediation.	625.00	0.5	312.50	28,202.50
04/10/2024	Jean Claude Lapuyade	Discovery - Review Mediation Time and Payroll Data for meal period violations to extract for mediation brief	700.00	4.4	3,080.00	31,282.50
04/19/2024	Jean Claude Lapuyade	Discovery - R&R Expert Damage Analysis and TCW Expert Re Same	700.00	1.4	980.00	32,262.50
04/30/2024	Jean Claude Lapuyade	Discovery - R&R Mediation Data, Policies, time and payroll in preparation for mediation brief	700.00	3.4	2,380.00	34,642.50
04/30/2024	Monnett DeLaTorre	Email to defense counsel regarding attestation data and 14-day workweek agreements.	625.00	0.1	62.50	34,705.00
04/30/2024	Monnett DeLaTorre	Follow up emails with defense counsel and expert regarding attestation data and 14 day period AWS.	625.00	0.3	187.50	34,892.50
04/30/2024	Monnett DeLaTorre	Emails with expert regarding AWS and experts finding for purposes of preparing mediation brief.	625.00	0.3	187.50	35,080.00
05/01/2024	Monnett DeLaTorre	Evaluation of additional claims to be included in mediation brief and notes that may have been provided by referral.	625.00	0.5	312.50	35,392.50
05/01/2024	Monnett DeLaTorre	Confirmation of discussion with client about expectations and settlement value in addition to confirmation as to scope of CFA.	625.00	0.2	125.00	35,517.50
05/03/2024	Monnett DeLaTorre	Review pleadings, CFA, Plaintiffs records, mediation sampling records, prepare analysis of relevant information to be used for mediation brief and start preparing mediation brief.	625.00	2.5	1,562.50	37,080.00
05/06/2024	Monnett DeLaTorre	Continue preparing fifteen page mediation brief and review expert's report in order to include relevant information into mediation brief.	625.00	4.5	2,812.50	39,892.50
05/08/2024	Andrea Amaya	Attended mediation.	425.00	8	3,400.00	43,292.50
05/08/2024	Jean Claude Lapuyade	Mediation - Attended Mediation	700.00	8	5,600.00	48,892.50
05/17/2024	Jean Claude Lapuyade	Meditation - Emails to/from Mediator Re Proposal	700.00	0.5	350.00	49,242.50
05/20/2024	Andrea Amaya	Case Management. Review and edit MOU	400.00	2	800.00	50,042.50
05/21/2024	Monnett DeLaTorre	Review and revise MOU to be issued to defense.	625.00	0.5	312.50	50,355.00

05/28/2024	Jean Claude Lapuyade	Settlement - Revised and Edited PAGA SAR	700.00	2.8	1,960.00	52,315.00
05/28/2024	Monnett DeLaTorre	Prepare PAGA only and Individual SAR to be sent to defense.	625.00	3.2	2,000.00	54,315.00
06/03/2024	Monnett DeLaTorre	Review and respond to email from JAMS regarding status of the matter and requesting that the matter remain open until after approval.	625.00	0.2	125.00	54,440.00
06/10/2024	Monnett DeLaTorre	Follow up email to defense regarding MOU.	625.00	0.1	62.50	54,502.50
06/12/2024	Andrea Amaya	Case management. Review OC's edits re: MOU.	400.00	0.3	120.00	54,622.50
06/12/2024	Monnett DeLaTorre	Review edits made by defense to MOU and email counsel in addition to conducting teleconference to discuss.	625.00	0.5	312.50	54,935.00
07/01/2024	Andrea Amaya	Pleadings. Draft amended PAGA notice. Draft amended PAGA complaint.	425.00	1	425.00	55,360.00
07/02/2024	Andrea Amaya	Pleadings. Draft amended PAGA notice. Draft amended PAGA complaint.	425.00	2	850.00	56,210.00
07/02/2024	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU and R&R MOU with Defense Edits	700.00	0.8	560.00	56,770.00
07/02/2024	Monnett DeLaTorre	Email to defense counsel regarding need to change PAGA period end date given terms agreed to in MOU.	625.00	0.1	62.50	56,832.50
07/02/2024	Monnett DeLaTorre	Review mediator's proposal and compare to MOU language and email defense counsel to ensure both sides are on the same page.	625.00	0.4	250.00	57,082.50
07/04/2024	Monnett DeLaTorre	Review and revise amended PAGA notice.	625.00	0.4	250.00	57,332.50
07/09/2024	Monnett DeLaTorre	Review and revise status update to client as to settlement reached.	625.00	0.2	125.00	57,457.50
07/11/2024	Monnett DeLaTorre	Review and respond to emails from claims administrator regarding bid and scope of settlement.	625.00	0.2	125.00	57,582.50
07/15/2024	Monnett DeLaTorre	Review and respond to claims administrator CPT regarding additional relevant information needed to provide bid.	625.00	0.2	125.00	57,707.50
07/16/2024	Monnett DeLaTorre	prepare outline of relevant information needed in order to prepare SAR regarding administration, LA superior requirements and JPA.	625.00	0.4	250.00	57,957.50
07/30/2024	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	700.00	0.3	210.00	58,167.50
07/30/2024	Monnett DeLaTorre	Review draft long form SAR and provide edits.	625.00	1	625.00	58,792.50
08/12/2024	Jean Claude Lapuyade	settlement - Emails to/from OC Re SAR	700.00	0.2	140.00	58,932.50
09/09/2024	Monnett DeLaTorre	Review joint report to be filed with the court and sent to defense prior to hearing.	625.00	0.4	250.00	59,182.50
09/10/2024	Monnett DeLaTorre	Review defendant's joint request and proposed order to continue status conference re arbitration and approve.	625.00	0.4	250.00	59,432.50
09/16/2024	Monnett DeLaTorre	Review FAC and stipulation to be filed as part of settlement agreed upon terms.	625.00	1.2	750.00	60,182.50
09/16/2024	Monnett DeLaTorre	Review individual settlement agreement provided by Defense.	625.00	0.8	500.00	60,682.50
09/18/2024	Jean Claude Lapuyade	SETTLEMENT - Emails to/from OC Re SAR	700.00	0.3	210.00	60,892.50
09/23/2024	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	700.00	0.3	210.00	61,102.50
09/25/2024	Jean Claude Lapuyade	Pleadings - Emails to/from OC Re Stip to File FAC	700.00	0.2	140.00	61,242.50
09/25/2024	Monnett DeLaTorre	Review and approve defense edits to stip to amend as agreed upon in settlement agreement.	625.00	0.4	250.00	61,492.50
09/30/2024	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	700.00	0.3	210.00	61,702.50
10/04/2024	Monnett DeLaTorre	Review follow up emails to defense counsel regarding status of agreements needed to proceed with approval.	625.00	0.4	250.00	61,952.50
10/08/2024	Jean Claude Lapuyade	Law and Motion - Drafted, Revised and Edited PAGA Approval Motion P&As and Dec.s ISO Approval	700.00	6.7	4,690.00	66,642.50
10/09/2024	Jean Claude Lapuyade	Law and Motion - Drafted Order and Judgement ISO PAGA Approval and Edited P&As	700.00	1.8	1,260.00	67,902.50
10/15/2024	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	700.00	0.2	140.00	68,042.50
10/23/2024	Jean Claude Lapuyade	Pleadings - R&R Defendant's Answer	700.00	1	700.00	68,742.50
10/30/2024	Jean Claude Lapuyade	Law and motion - Emails to/from OC Re Motion filing deadline	700.00	0.3	210.00	68,952.50
11/04/2024	Jean Claude Lapuyade	Law and motion - Revised and edited PAGA approval motion	700.00	3.9	2,730.00	71,682.50
11/07/2024	Andrea Amaya	Pleadings. Finalize PAGA approval motion. Prepare supporting documents.	425.00	6	2,550.00	74,232.50
11/07/2024	Monnett DeLaTorre	Review firm cost tracking, review attorney declarations, review administrator declaration, review notice and points and authorities and provide edits, review order and judgment and provide edits, conduct detailed discussions with litigation team regarding relevant information needed for approval.	625.00	3.2	2,000.00	76,232.50
			122.6 \$ 76,232.50			

EXHIBIT 5

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
Tabarez v. Alta (002-261)						
10/29/2021	Expense		One Legal LLC	One Legal Order Number: 17150535 - Filing Fee Re: Proof of Service, Association of Attorney	16.68	16.68
10/31/2021	Journal Entry	Oct 2021 Postage		Copies for Oct 2021	0.20	16.88
11/01/2021	Expense		One Legal LLC	One Legal Order Number: 17150709 - Filing Fee Re: Association of Attorney, Proof of Service	16.68	33.56
11/30/2021	Journal Entry	Nov 2021 Postage		Copies for Nov 2021	0.80	34.36
11/30/2021	Journal Entry	Nov 2021 Postage		Postage for Nov 2021	7.33	41.69
01/05/2022	Check	2699	Lisa Klerman	Mediation Fee	4,000.00	4,041.69
01/31/2022	Journal Entry	Jan 2022 Postage		Copies for Jan 2022	0.40	4,042.09
03/08/2022	Expense		Case Anywhere	Inv. 248187	94.80	4,136.89
03/31/2022	Journal Entry	Mar 2022 Postage		Copies for Mar 2022	0.40	4,137.29
06/09/2022	Expense		Case Anywhere	Inv. 256664	120.00	4,257.29
06/30/2022	Journal Entry	June 2022 Postage		Copies for June 2022	0.20	4,257.49
09/07/2022	Deposit		Tabarez v. Alta (002-261)	Refund of Mediation Fee	-4,000.00	257.49
09/12/2022	Expense		Case Anywhere	Inv. 265187	120.00	377.49
10/20/2022	Check	2994	JAMS	Invoice - 6361468 - Mediation	200.00	577.49
10/31/2022	Journal Entry	Oct. 2022 Postage		Copies for October 2022	0.30	577.79
10/31/2022	Journal Entry	Oct. 2022 Postage		Postage for October 2022	0.57	578.36
11/08/2022	Check	3010	JAMS	Invoice - 6361468 - Mediation	200.00	778.36
11/30/2022	Journal Entry	Nov. 2022 Postage		Copies for November 2022	0.30	778.66
11/30/2022	Journal Entry	Nov. 2022 Postage		Postage for November 2022	0.57	779.23
12/31/2022	Journal Entry	Dec 2022		Copies for December 2022	0.20	779.43

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
		Postage				
01/31/2023	Journal Entry	Jan 2023 Postage		Postage for January 2023	0.60	780.03
01/31/2023	Journal Entry	Jan 2023 Postage		Copies for January 2023	0.90	780.93
01/31/2023	Expense		One Legal LLC	One Legal Order no. 19731005 - Filing Fee Re: Status Conference Statement, Proof of Service	17.66	798.59
02/28/2023	Journal Entry	Feb 2023 Postage		Copies for February 2023	11.10	809.69
03/31/2023	Journal Entry	Mar 2023 Postage		Copies for March 2023	0.10	809.79
06/15/2023	Expense		LA Superior Court	Documents and Records	1.00	810.79
06/15/2023	Expense		LA Superior Court	Documents and Records	1.00	811.79
06/30/2023	Journal Entry	June 2023 Postage		Copies for June 2023	0.20	811.99
07/31/2023	Check	3354	Lisa Klerman	Mediation Fee	5,500.00	6,311.99
07/31/2023	Journal Entry	July 2023 Postage		Copies for July 2023	0.50	6,312.49
07/31/2023	Journal Entry	July 2023 Postage		Postage for July 2023	0.63	6,313.12
08/31/2023	Journal Entry	August 2023 Postage		Copies for August 2023	0.20	6,313.32
08/31/2023	Journal Entry	August 2023 Postage		Postage for August 2023	0.63	6,313.95
03/31/2024	Journal Entry	Mar 2024 Postage		Postage for March 2024	17.38	6,331.33
05/28/2024	Check	3827	Berger Consulting Group	Inv. 8114	2,720.00	9,051.33
06/30/2024	Journal Entry	June 2024 Copies		June 2024 Copies	0.70	9,052.03
Total for Tabarez v. Alta (002-261)					\$9,052.03	
TOTAL					\$9,052.03	

EXHIBIT 6

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291

FIRM RESUME

Areas of Practice: Employee Class Actions, Wage and Hour Class Actions, Civil Litigation, and Unlawful Housing Practices.

ATTORNEY BIOGRAPHIES

Jean-Claude Lapuyade, Esq.
California Bar Number 248676
Founding Partner

Biography:

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of \$200 million in monetary awards for his clients.

Mr. Lapuyade served as co-editor of the Insurance Column for Consumer Attorneys of San Diego from 2011 to 2014. As editor, Mr. Lapuyade was responsible for publishing monthly articles in the Trial Bar News periodical analyzing complex insurance coverage issues. Mr. Lapuyade is a four-time recipient of the Super Lawyers Rising Star by Thomson Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to 5 percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California
- U.S. District Court Central District of California
- U.S. District Court Eastern District of California
- U.S. District Court Northern District of California

Professional Associations:

- California Employment Lawyers Association, 2007 to Present
- Consumer Attorneys of San Diego, 2007 to 2020
- American Bar Association, Section of Litigation, Member, 2007 to 2020
- American Bar Association, Labor & Employment Section, Member, 2007 to 2020
- American Bar Association, Tort, Trial & Insurance Section, Member, 2007 to 2020
- California Bar Association, Labor & Employment Section, Member, 2007 to Present
- California Bar Association, Litigation Section, Member, 2007 to Present

Education:

- **California Western School of Law**
 - J.D. - 2006
 - Honors: Deans Merit Scholarship, California Western School of Law 2005 - 2006
- **University of Arizona**
 - B.A. - 2001
 - Major: History

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2015 - 2018
- Distinguished Advocate Award for Outstanding Oral Advocacy, 2005 - 2006

Monnett De La Torre, Esq.
California Bar Number 272884
Senior Associate

Biography:

Ms. De La Torre is a San Diego and Ventura County based labor and employment attorney representing aggrieved California employees throughout the State of California. Ms. De La Torre's litigation practice focuses on representing California employees in wage and hour class and representative actions for unpaid wages, missed meal and rest breaks, misclassification, penalties, and wrongful termination cases. Ms. De La Torre has extensive experience handling internal workplace investigations. Ms. De La Torre has handled matters before the Department of Fair Employment and Housing, Equal Employment Opportunity Commission and Department of Labor.

Ms. De La Torre is a two-time recipient of the Super Lawyers Rising Star by Thomas Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to five percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California

Professional Associations:

- California Employment Lawyers Association, 2022 to Present
- Consumer Attorneys of San Diego, 2010-2015
- American Bar Association, Labor & Employment Section, Member, 2015 to Present
- California Bar Association, Labor & Employment Section, Member, 2015 to Present
- San Diego La Raza Lawyers Association, 2010-2015
- Ventura County Bar Association, 2015-Present
- Women Lawyers of Ventura County, 2015-Present

Education:

- **New England School of Law**
 - J.D.- 2010
 - Honors:
 - Dean's List Consecutive years
- **University of California, San Diego**
 - B.A.- 2006
 - Major: Economics
 - Minor: Latin American Studies

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2021 and 2022
- Pacific Cost Business Times, "Top 40 under 40" Award
- Daily Transcripts "Top Young Attorney: nominee, consecutive years"

Perssia Razma, Esq.

California Bar Number 351398
Associate Attorney

Biography:

Ms. Razma is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Razma's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Perssia was born and raised in Los Angeles, California. She earned a Bachelor of Arts in 2020 at San Diego State University in Psychology. In 2023, Perssia earned her Juris Doctor from the University of San Diego School of Law.

Education:

- **University of San Diego School of Law**
 - J.D. - 2023
- **San Diego State University**
 - B.A. – 2020
 - Major: Psychology

Sydney Castillo-Johnson, Esq.

California Bar Number 343881

Associate Attorney

Biography:

Ms. Castillo-Johnson is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Castillo-Johnson's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Castillo-Johnson volunteered her time at California Western School of Law first as a student intern and later as a student manager with the Community Law Project which offers legal services to the low-income community of San Diego.

Education:

- **California Western School of Law**
 - J.D.- 2022
 - Honors:
 - Dean's Honor List: Spring 2021, Fall 2021
 - Public Service Honor Society Fall 2021
 - 3L Academic Merit Scholarship
 - Dean's Diversity, Service, and Leadership Scholarship
 - Activities: Community Law Project Student Manager
- **Azusa Pacific University**
 - B.A. – 2018
 - Major: Criminal Justice

JCL Law Firm, APC - REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521 (2017).
- *Duran v. Employbridge Holding Co.*, 92 Cal.App.5th 59 (2023).

EXAMPLES OF THE JCL LAW FIRM'S REPRESENTATIVE CLASS ACTION & REPRESENTATIVE CASES

- *Ware v. Shake Shack Enterprises, LLC*, Alameda Superior Court Case No. 21CV002063 (October 19, 2023) Hon. Brad Seligman approved a \$1,330,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Trinh v. Precision Metal Products, Inc., et al.*, San Diego Superior Court Case No. 37-2022-00000965-CU-OE-CTL (October 16, 2023) Hon. Matthew C. Braner approved a \$450,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off the clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Anderson v. Barton Myers Associates, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV43314 (October 12, 2023) Hon. Elihu M. Berl approved a \$900,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *DeSanctis v. Douglas Products and Packaging Company, LLC*, Contra Costa Superior Court Case No. C21-01874 (October 11, 2023) Hon. Charles S. Treat approved a \$372,500.00 class action and PAGA action settlement for, *inter alia*, failure to pay for all hours worked. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Jackson v. White Fir, LLC, et al.*, Sacramento Superior Court Case No. 34-2021-00301656 (October 6, 2023) Hon. Lauri A. Damrell approved a \$750,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Kneisly v. SR Machining, Inc., et al.*, Riverside Superior Court Case No. CVRI2201491 (October 5, 2023) Hon. Harold W. Hopp approved a \$220,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Mendez v. Bondz, Inc., et al.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0007486 (September 14, 2023) Hon. George J. Abdallah, Jr. approved a \$180,000.00 class action and PAGA action settlement for, *inter alia*, failure to comply with piece-rate laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Baray v. Curation Foods, Inc., et al.*, Santa Barbara Superior Court Case No. 21CV02834 (August 29, 2023) Hon. James F. Rigali approved a \$495,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez, et al. v. Ferma Greenbox, Inc., et al.*, Alameda Superior Court Case No. RG21101104 (August 23, 2023) Hon. Evelio Grillo approved a \$200,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *O'Quinn v. Laugh Factory, Inc.*, Los Angeles Superior Court Case No. 19STCV28155 (August 1, 2023) Hon. Carolyn B. Kuhl approved a \$144,000.00 class action and PAGA action settlement for, *inter alia*, unlawful tip pooling. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Toler v. Total Testing Solutions, LLC*, Los Angeles Superior Court Case No. 21STCV38452 (July 27, 2023) Hon. Elihu M. Berle approved a \$160,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez v. EAH, Inc.*, Santa Cruz Superior Court Case No. 21CV00884 (July 25, 2023) Hon. Marjorie Carter approved a \$1,450,000.00 class action and PAGA action settlement for, *inter alia*, failure to compensate overtime and redeemed sick pay at the regular rate of pay. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Neutall v. Urban Alchemy*, San Francisco Superior Court Case No. CGC-20-588622 (July 13, 2023) Hon. Richard B. Ulmer approved a \$980,000.00 class action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel.
- *Rodriguez v. RM Parks Place, Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2021-6050 (June 7, 2023) Hon. Erin Guy Castillo approved a \$175,000.00 class action and PAGA action settlement for, *inter alia*, wage statement violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.

- *Chrestensen v. Northeastern Rural Health Clinics Lassen*, Superior Court Case No. 63703 (April 13, 2023) Hon. Leonard J. La Casse approved a \$270,000.00 class action and PAGA action settlement for, *inter alia*, unpaid overtime wages. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Hernandez, et al. v. Parenting Network, Inc.*, Tulare Superior Court Case No. VCU287027 (March 14, 2023) Hon. Bret Hilman approved a \$225,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Sarmiento v. Caduceus Healthcare Inc.*, San Diego Superior Court Case No. 37-2021-00002597 (March 10, 2023) Hon. Richard S. Whitney approved a \$315,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a \$300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.*, Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a \$585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.*, Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a \$250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC*, San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a \$160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.
- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)

- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.
- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)

- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);
- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);