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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

CHANDRIKA LORTSCHER, on behalf of
the State of California, as a private attorney
general,

Plaintiff,

v.

D.R. HORTON, INC., a Corporation; D.R.
HORTON LOS ANGELES HOLDING
COMPANY, INC., a Corporation; D.R.
HORTON BAY, INC., a Corporation;
D.R. HORTON LA NORTH, INC., a
Corporation; D.R. HORTON, INC. –
MIDWEST, a Corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: **22VECV00165**

**DECLARATION OF SERGIO J. PUCHE IN
SUPPORT OF MOTION TO APPROVE
PAGA SETTLEMENT**

Hearing Date: September 30, 2025

Hearing Time: 9:00 am

Judge: Hon. Eric Harmon

Dept.: 107

Action Filed: February 3, 2022

Trial Date: Not Set

Reservation Number is **813548512346**

1 I, Sergio J. Puche, declare as follows:

2 1. I am an attorney at the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP
3 (“BNBD”), attorneys for Plaintiff Chandrika Lortscher (“Plaintiff”). As such, I am fully familiar with
4 the facts, pleadings and history of this matter. I am submitting this declaration in support of the
5 Plaintiff’s Motion to Approve PAGA Settlement in this matter. The following facts are within my
6 own personal knowledge, and if called as a witness, I could and would testify competently to the
7 matters stated herein.

8 2. A true and correct copy of the fully executed PAGA Settlement Agreement
9 (“Agreement”) with DR Horton, Inc., D.R. Horton Los Angeles Holding Company, Inc., D.R. Horton
10 Bay, Inc., D.R. Horton LA North, Inc., D.R. Horton, Inc. - Midwest, (“Defendants”) is attached as
11 Exhibit #1. On April 25, 2025, the Parties engaged in a mediation session before mediator Thon. Brian
12 Walsh (Ret.). Through arms-length negotiations with the assistance of the mediator, the Parties
13 reached an agreement to settle the PAGA claims in this Action which led to the signing of a
14 Memorandum of Understanding.

15 3. The Litigation –

16 (a) PAGA Counsel sent the necessary correspondence to the California Labor and
17 Workforce Development Agency (“LWDA”) on July 29, 2021, on behalf of Plaintiff Chandrika
18 Lortscher, requesting authorization from the LWDA to seek civil penalties as provided by the Private
19 Attorney General Act of 2004 (“PAGA”) for the wage and hour violations alleged in the PAGA
20 Notice. A true and correct copy of this PAGA Notice is attached hereto as Exhibit #5. The 65-day
21 notice period for the LWDA to notify of its intent to investigate expired on September 22, 2021. On
22 February 3, 2023, Plaintiff Lortscher filed a Representative Action Complaint in this Court against
23 Defendant DR Horton, Inc., D.R. Horton Los Angeles Holding Company, Inc., D.R. Horton Bay, Inc.,
24 D.R. Horton LA North, Inc., D.R. Horton, Inc. - Midwest, alleging a cause of action for recovery of
25 civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*].

26 Plaintiff and Defendant agreed to mediate with Hon. Brian Walsh, (Ret.) Prior to the mediation,
27 the Parties conducted significant investigation and discovery of the facts and law. Defendant produced
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1 documents and data relating to its policies, practices, and procedures regarding paying non-exempt
2 employees for all hours worked, overtime, meal and rest period policies, payroll and operations
3 policies, and more. Plaintiff was provided with sufficient records and data to determine the number of
4 Aggrieved Employees and the number of pay periods in the PAGA Period. The Parties agree that the
5 above-described investigation and evaluation, as well as the information exchanged during the
6 settlement negotiations, are more than sufficient to assess the merits of the Parties' positions and to
7 compromise the issues on a fair and equitable basis.

8 (b) Plaintiff's theory of PAGA liability as argued at mediation alleged that
9 Defendant is liable for instituting an unlawful policy regarding the approval for off the clock work,
10 despite knowing that employees were required to carry out both pre shift and post shift duties. A
11 review of the time and pay data provided indicated that 11.9% of pay periods had Meal break
12 violations. Moreover, 67% of shifts indicated exact 30-Minute meals in the sample data which Plaintiff
13 argued indicated rounding. Plaintiff argued she suffered 13 meal period violations in the PAGA period
14 which is equivalent to 61.9% of all meals. Additionally, Plaintiff's data demonstrates 32 late meals
15 and 1 missing meal period without payment for corresponding period premium payments. Further,
16 Plaintiff argued Defendant implemented an illegal policy mandating that meal periods less than 20
17 minutes need not be recorded. And Plaintiff argued Defendants knew that employees worked on-duty
18 meal periods. (Puche Decl., at ¶3(b).) Finally, Plaintiff argued that Employees are owed wage
19 statement penalties for Defendants' violation of Labor Code section 226(a)(9) by failing to list the
20 correct rate for "OVERTIME" payments to Claimant, instead showing 8 hours of overtime was to be
21 paid at the base rate, with multiple other rates on additional dates during the pay period and adding up
22 to a lump sum paid at 1.5 the base rate. (*Id.*). Defendants vehemently disputed Plaintiff's arguments
23 and asserted counter-arguments at mediation.

24 (c) On April 25, 2025, the Parties engaged in an all-day mediation session before Judge
25 Walsh (Ret.), a retired Judge and a respected and experienced mediator knowledgeable of both the
26 wage and hour laws and representative claims at issue in this action. Through arms-length negotiations
27 with the assistance of the mediator, the Parties reached an agreement to settle the PAGA claims in this
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1 action which led to the signing of a Memorandum of Understanding memorializing the settlement.
2 The settlement was negotiated in light of all known facts and circumstances and the uncertainty
3 associated with litigation – including the risk of Plaintiff not being able to maintain representative
4 claims, the difficulty of proving Plaintiff’s claims in a manageable trial, the merits of Defendant’s
5 potential defenses, and the significant delay and potential appellate issues inherent to litigation – and
6 was reached after extensive arm’s length negotiations, with the assistance of Judge Walsh as Mediator.

7 (d) In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately
8 settle Plaintiff’s individual non-PAGA claims arising out of her employment pursuant to separate
9 confidential Individual Settlement Agreement (“Individual Settlement”) (“Individual Settlement”)
10 (Agreement at ¶ 5.1). The individual claims are not at issue in this action and exist independent and
11 apart from the PAGA claims at issue before the Court. *See Kim v. Reins Int’l Cal., Inc.*, 9 Cal. 5th 73,
12 80 (2020) (the “[s]ettlement of individual claims does not strip an Aggrieved Employee of standing,
13 as the state’s authorized representative, to pursue PAGA remedies” nor resolve the PAGA claims.)
14 The Gross PAGA Settlement Amount does not include the Plaintiff additionally agreement to dismiss,
15 without prejudice, the class claims set forth in the Class Action Complaint. (Agreement at ¶1.12).

16 4. The claim before this Court on this motion is solely the representative claim
17 under PAGA on behalf of the State of California for civil penalties pursuant to the PAGA. The PAGA
18 settlement is subject to Court approval consistent with Labor Code §2699(1)(2) (2016). (Agreement
19 at ¶ 6.1). The Agreement negotiated by the Parties provides for a “Gross PAGA Settlement Amount”
20 payment in the amount of \$355,000 to resolve the Released PAGA Claims (hereinafter referred to as
21 the “PAGA Settlement”). From this PAGA Gross PAGA Settlement Amount of \$355,000, there is a
22 deduction of attorneys’ fees (“PAGA Counsel Expenses Payment”) up to \$118,333 (which is one-third
23 of the PAGA Settlement), reimbursement of incurred costs (“PAGA Counsel Litigation Expenses
24 Payment”) in an amount not more than \$25,000, a service award payment of \$10,000 (“Service
25 Award”) and Settlement Administration Costs (“Administration Expenses Payment”) not to exceed
26 \$9,075. (Agreement at ¶¶3.2.1-3.2.4). If the Court approves a PAGA Counsel Fees Payment and/or a
27 PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will
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1 allocate the remainder of these amounts to the PAGA Payment. (Agreement at ¶ 3.2.1). To the extent
2 the Administration Expenses are less, or the Court approves payment less than \$3,500, the
3 Administrator will allocate the remainder of this amount to the PAGA Payment (Agreement at ¶ 3.2.2).
4 In the event the Service Award is approved for less than \$10,000.00 to Plaintiff, the unawarded
5 difference will be added to the PAGA Payment for distribution and not paid to Plaintiff, PAGA
6 Counsel, or Defendant. (Agreement at ¶3.2.4). After these deductions, the amount remaining is the
7 “PAGA Payment”, which is estimated to be no less than \$192,592.

8 Of the PAGA Payment amount, seventy-five percent (75%) (no less than \$144,444) will be
9 paid to the LWDA and the remaining twenty-five percent (25%) (no less than \$48,148) will be paid
10 to the Aggrieved Employees (Agreement at ¶ 3.2.3). This 75/25 allocation is required by Labor Code
11 §2699 as explained by *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019), and the prior 75/25 split still
12 applies because this Action was filed before June 2024. *See* Cal. Lab Code § 2699 (v) (2024).
13 “Aggrieved Employee” means any and all non-exempt employees who are or previously were
14 employed by Defendants and/or any of its/their subsidiaries and/or affiliates, including D.R. Horton;
15 Inc. - Fresno and D.R. Horton Inc. Sacramento, in the State of California at any time during the PAGA
16 Period. (Agreement at ¶¶ 1.4, 1.23).

17 Additionally, a Service Award in the amount of \$10,000 has been allocated for payment to
18 Plaintiff. After these deductions, the amount remaining is the “PAGA Payment”, which is estimated to
19 be no less than \$158,167. Of the PAGA Payment amount, seventy-five percent (75%) (no less than
20 \$118,625.25) will be paid to the LWDA and the remaining twenty-five percent (25%) (no less than
21 \$39,541.75) will be paid to the Aggrieved Employees (Agreement at ¶ 3.2.3). This 75/25 allocation is
22 required by Labor Code §2699 as explained by *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019), and
23 the prior 75/25 split still applies because this Action was filed before June 2024.

24 The Individual PAGA Payment for each Aggrieved Employee shall be based on the number of
25 pay periods each Aggrieved Employee worked during the PAGA Period as an Aggrieved Employee,
26 as a percentage of the total pay periods worked by all Aggrieved Employees during the PAGA Period.
27 The PAGA Period is the time period from July 29, 2020 to the earlier date of the order approving this
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1 Settlement or August 25, 2025. (Agreement at ¶ 1.23). As of approximately March 31, 2025, Defendant
2 has represented that the Aggrieved Employees consist of approximately 704 Aggrieved Employees
3 who collectively worked approximately 36,503 PAGA Pay Periods during the PAGA Period.
4 (Agreement at ¶ 4.1).

5 Upon entry of final judgment, the Released Parties shall be entitled to a release from the
6 Aggrieved Employees for any “Released PAGA Claims”, which means any and all claims for civil
7 penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the
8 Operative Complaint, and the July 29, 2021 PAGA Notice submitted by Plaintiff to the LWDA, which
9 occurred during the PAGA Period. (collectively the “Released PAGA Claims”). (Agreement at ¶ 1.25).
10 The Released PAGA Claims expressly exclude all other claims, including claims for vested benefits,
11 wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance,
12 disability, social security, workers’ compensation, California class claims, Plaintiff’s individual claims
13 which are subject to a separate release, PAGA claims outside of the PAGA Period, and the PAGA
14 claims released in the *Luper v. DR Horton, Inc.* PAGA-only settlement that occurred during the period
15 May 22, 2020 to January 9, 2025. (*Id.*)

16 Upon full funding of the Gross Settlement Amount, the State of California, LWDA and all
17 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and
18 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the “Released
19 Parties” which means Defendants and all subsidiary(ies), parent(s), and/or affiliated entities, including
20 D.R. Horton, Inc. - Fresno, and D.R. Horton Inc. Sacramento, and its/their past and present owners,
21 officers, directors, agents, representatives, and employee, heirs, assigns, representatives, parent
22 companies and predecessors, administrators and successors, franchisors, divisions, affiliates, insurers
23 and re-insurers, members, principals, joint venturers, partners, and shareholders, managers, members,
24 attorneys, accountants and each of them or any of them, the “Released PAGA Claims.” (Agreement
25 at ¶¶ 1.26, 5.2)

26 PAGA Counsel Fees Payment equal to one-third of the Gross PAGA Settlement amount
27 (\$118,333), and PAGA Counsel Litigation Expenses Payment in an amount not to exceed \$25,000 will
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1 also be paid to PAGA Counsel as part of the settlement in accordance with California Labor Code §
2 2699(g)(1), as set forth in the Agreement. Lastly, payment to the Administrator in an amount not to
3 exceed \$9,075 to perform the administrative duties to distribute the settlement money shall also be paid.

4 5. As experienced counsel, we believe that the PAGA Settlement is fair and reasonable
5 and therefore should be approved in light of Defendant's potential defenses to the violations at issue,
6 the risks and costs of continued litigation. Here, the Gross PAGA Settlement Amount of \$355,000
7 constitutes \$9.72 per pay period. This PAGA Settlement amount compares favorably to the estimated
8 amount of PAGA penalties. With the assistance of an expert, Plaintiff calculated that the maximum
9 amount of statutory PAGA civil penalties was potentially \$3,650,300 based on 36,503 pay periods
10 applicable to the Aggrieved Employees during the PAGA Period.¹ Importantly, however, these
11 calculations were performed at the maximum statutory rate for the penalties, when in fact, it is likely
12 that any penalties awarded would be at a lower rate. California Labor Code Section 2699(e)(1) permits
13 a Court to award a lesser amount than the maximum civil penalty if based on the facts and
14 circumstances to do otherwise would result in an award that is "unjust, arbitrary and oppressive or
15 confiscatory." In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal
16 affirmed a judgment after trial which only provided for a PAGA penalty of \$5 per pay period.
17 Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiff's calculation
18 even where Plaintiff prevailed on the PAGA claim. If the amount of \$5 per pay period from *Carrington*
19 *v. Starbucks* is used, the potential recovery of civil penalties would be only \$182,515, which is far less
20 than this settlement provides.

21 6. Here, Plaintiff would need to prove that each Aggrieved Employee suffered a violation
22 for each period the employee worked in relation to meal or rest period violations, failure to pay
23 minimum wages, failure to pay overtime and sick pay wages, failure to provide accurate itemized
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25 ¹ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The
26 valuation of \$3,650,300,000 is the civil penalty amount without stacking. If stacking is permitted, then
27 the valuation increases with each additional penalty added to each pay period. Plaintiff, however, is
28 not aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty
per pay period was assessed. In addition, the recent amendment of PAGA casts further doubt on the
availability of stacking penalties.

1 wage statements, failure to reimburse employees for required expenses, and failure to pay wages when
2 due.

3 Defendant maintains that Plaintiff and the Aggrieved Employees were properly compensated,
4 and that it did not violate the Labor Code. Accordingly, Defendant disputes and denies Plaintiff's
5 allegations and claims asserted in both the PAGA Notice and the Operative Complaint, which are
6 resolved by the Agreement. Defendant asserted additional defenses to the PAGA claim, not only as
7 to liability but also as to the amount of the penalties. Defendant could argue that no penalties prior to
8 the PAGA notification should be awarded because the violations were not intentional, and at least one
9 Court has so ruled. These defenses present a risk to the PAGA claims and the potential that some or
10 all of the PAGA penalties sought may not be awarded.

11 Given Defendant's potential defenses to the violations at issue, the risks and costs of continued
12 litigation, Plaintiff and her attorneys believe that the PAGA Settlement is fair and reasonable.
13 Defendant has similarly concluded that it is desirable that the action is settled in the manner and upon
14 the terms and conditions set forth in the Agreement in order to avoid further expense, inconvenience
15 and distraction of further legal proceedings, as well as the uncertainty of litigation. Defendant has
16 determined that it is desirable and beneficial to put to rest the claims in this action and Defendant
17 agrees that the PAGA Settlement is fair, reasonable, and adequate.

18 PAGA Counsel have significant experience litigating wage and hour claims including claims
19 for PAGA penalties, and the PAGA Settlement here is similar to or greater than similar settlements
20 that courts have approved. The PAGA Settlement, along with the other terms of the proposed
21 settlement, were negotiated by experienced counsel at arm's length with the assistance of a private
22 mediator, Hon. Brian Walsh, (Ret.)

23 As set forth in the accompanying proof of service, the LWDA has been provided notice of this
24 motion and the PAGA settlement. The decision of the LWDA to accept the PAGA Settlement and
25 not oppose the motion should be given considerable weight. This is not a situation where the Court
26 needs to be concerned about the rights of absent employees as in a class settlement, as this PAGA-
27 only settlement does not release the individual claims of absent employees other than PAGA claims,
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1 and the LWDA is a sophisticated government entity that is more than able to look out for its own
2 rights.

3 7. PAGA Counsel seek approval of attorneys' fees from the PAGA settlement in the
4 amount of \$118,333 representing one-third of the \$355,000 Gross PAGA Settlement Amount. The
5 attorneys' fees will be paid fully to Blumenthal Nordrehaug Bhowmik De Blouw LLP. The payment
6 of attorneys' fees and costs to PAGA Counsel under the Agreement is supported by several factors.
7 First, the requested fees are justified by the result achieved. PAGA Counsel negotiated a recovery of
8 \$355,000, and this result justifies the requested fees equal to one third of this recovery. This percentage
9 is within the standard contingent recovery percentage of one-third, and this percentage is what was
10 expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504,
11 (2016). Second, the fee award is justified by the work performed and contributions to the case. The
12 fee award is less than PAGA Counsel's current lodestar of \$170,820.00 representing a "negative
13 multiplier", with significant additional work to be performed. As detailed in the accompanying billing
14 statement from BNBD, true and correct copies of which are attached hereto as Exhibit #2, the current
15 lodestar for the firm in this matter as of August 22, 2025, is \$170,820.00 for more than 248 hours of
16 work prosecuting the claims being resolved by this Settlement. This time does not include time
17 incurred after the billing was finalized and the time spent managing the completion of the settlement,
18 which I estimate will add another \$20,000 in additional lodestar. Third, the consideration of the
19 enhancement factors would justify the enhancement of the lodestar. Courts multiply the lodestar by a
20 factor to account for the risk of non-payment, delay in payment, the quality of work, and the novelty
21 and difficulty of the issues involved. Here, where an enhancement would be warranted, but the fee
22 award is less than the lodestar, there can be no question of the reasonableness of the award.

23 8. The award of litigation expenses is based upon the actual expenses incurred by PAGA
24 Counsel, which currently are \$19,785.95 which is less than the \$25,000 allocation for costs in the
25 Agreement, so the difference of \$5,214.05 will be added to the PAGA Payment amount. The litigation
26 expenses incurred by BNBD total \$19,785.95 and were all reasonably necessary to the litigation. The
27 specific itemization of costs incurred by this firm are detailed in Exhibit #2 attached hereto.
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2 Experience and Qualifications

3 9. Our firm has represented hundreds of thousands of employees in hundreds of legal
4 matters, including PAGA lawsuits and hundreds of employment class actions. Blumenthal Nordrehaug
5 Bhowmik De Blouw LLP's practice is devoted almost entirely to the prosecution of wage and hour
6 class action and PAGA action matters. The attorneys at Blumenthal Nordrehaug Bhowmik De Blouw
7 LLP have been appointed lead counsel in hundreds of contested motions for class certification
8 including many consolidated wage and hour matters.

9 (a) Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for handling
10 the briefing and argument that resulted in the landmark ruling of *Sakkab v. Luxottica Retail N. Am.,*
11 *Inc.*, 803 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug Bhowmik De Blouw LLP overcame
12 opposition by Littler Mendelson and amici Curiae briefs submitted by Mayer Brown LLP to persuade
13 the Ninth Circuit of the importance of the substantive rights of the State of California under the
14 California Private Attorney General Act of 2004 ("PAGA"). Blumenthal Nordrehaug Bhowmik De
15 Blouw LLP took the lead on this case where the ruling was the reaffirmation of the PAGA statute and
16 the *Iskanian* rule. Blumenthal Nordrehaug Bhowmik De Blouw LLP also has recently engaged in
17 noted appellate work on the subject of class actions in the California Court of Appeals resulting in the
18 opinions handed down in *Securitas Sec. Services USA, Inc. v. Superior Court*, 234 Cal. App. 4th 1109,
19 184 Cal. Rptr. 3d 568 (2015) (class or representative action waiver in an employment-related
20 arbitration agreement was unenforceable); *Altman v. Solarcity Corp.*, No. D067582, 2016 Cal. App.
21 Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In 2015, Blumenthal Nordrehaug Bhowmik De
22 Blouw LLP received an award from the Daily Journal for Top Appellate Reversal, and Partner Kyle
23 Nordrehaug received an award from the Daily Journal as Top Labor & Employment Attorney 2016.

24 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated hundreds of
25 PAGA claims. In particular, in the last several years Blumenthal Nordrehaug Bhowmik De Blouw
26 LLP negotiated court-approved PAGA settlements with: (i) Mattress Firm in the amount of \$3,750,000
27 (*Miller v. Mattress Firm*, Santa Clara County Superior Court Case No. 17CV313148); (ii) CH
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1 Robinson in the amount of \$630,000 (*Poublon v. C.H. Robinson*, U.S.D.C. Central District of
2 California Case No. 12-06654); (iii) Accentcare in the amount of \$500,000 (*Lanuza v. Accentcare*,
3 San Francisco Superior Court Case No. CGC-18-565521); (iv) Prime Healthcare in the amount of
4 \$700,000 (*Ortega v. Prime Healthcare Paradise Valley, LLC*, Superior Court of California for the
5 County of San Diego, Case No. 37-2014-00011240); (v) Planet Beauty in the amount of \$200,000
6 (*Sanchez v. Beena Beauty Holding, Inc.*, Superior Court of California for the County of Los Angeles,
7 Case No. BC566065); (vi) Holman Automotive Group in the amount of \$580,000 (*Gabriel v. KUNI*
8 *SDI, LLC, et al.*, Superior Court of California for the County of San Diego, Case No. 37-2017-
9 00025191); (vii) Aircraft Service International in the amount of \$1,100,000 (*Martin v. Aircraft Service*
10 *International, Inc., et al.*, Superior Court of California, County of San Francisco Case No. CGC-18-
11 566072); (viii) Easy Driving School in the amount of \$896,000 (*Thomas v. Easy Driving School*,
12 Superior Court for the County of San Diego, Case No. 37-2018-00047639); (ix) Café Rio in the
13 amount of \$835,000 (*Quincho v. Café Rio*, Superior Court for the County of San Bernardino, Case
14 No. CIVDS2011822); (x) Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*,
15 Superior Court for the County of Los Angeles, Case No. 20STCV47464); (xi) Lululemon in the
16 amount of \$1,200,000 (*O'Donnell v. Lululemon USA, Inc.*, Superior Court for the County of Ventura,
17 Case No. 56-2020-00542441); (xii) Yourmechanic in the amount of \$1,285,000 (*Provost v.*
18 *Yourmechanic, Inc.*, Superior Court for the County of San Diego, Case No. 37-2017-00024056); (xiii)
19 Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County
20 of Los Angeles, Case No. 20STCV47464); (ix) Oakhurst in the amount of \$380,000 (*Neff v. Oakhurst*
21 *Industries*, Superior Court for the County of Los Angeles, Case No. 21STCV21110); (x) and, Gurnick
22 Academy of Medical Arts in the amount of \$545,000 (*Serna v. Gurnick Academy of Medical Arts*,
23 Superior Court for the County of San Mateo, Case No. 22-CIV-01185); and, (xi) Lancaster Hospital
24 in the amount of \$815,000 (*Gonzalez v. Lancaster Hospital Corporation* (Los Angeles Superior Court
25 Case No. 22AVCV00254). Based upon our significant experience litigating claims for PAGA
26 penalties, the opinion of experience counsel is that this is an excellent settlement and the PAGA
27 Payment here is greater on a per pay period basis than similar settlements that my firm has previously
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1 negotiated, and which courts have approved.

2 (c) Then Chief Judge Irma Gonzales in a consolidated class action representing
3 hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik De Blouw LLP was
4 "qualified counsel with extensive experience in class action litigation." *McPhail v. First Command*
5 *Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007). Examples of other contested actions where
6 class certification was granted Blumenthal Nordrehaug Bhowmik De Blouw LLP was appointed lead
7 class counsel in wage and hour class actions in Federal Court include *Schulz v. Qualxserv, LLC*, 2012
8 U.S. Dist. LEXIS 58561 (S.D. Cal. 2012); *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No. EDCV
9 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); *Culley v. Lincare Inc.*,
10 No. 2:15-cv-00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal. Aug. 10, 2016); *Nelson v.*
11 *Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); *Orozco*
12 *v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-02113-MCE, 2016 U.S. Dist. LEXIS 158115 (E.D.
13 Cal. February 17, 2017); *Metrow v. Liberty Mutual*, U.S.D.C. Case No. EDCV 16-1133 JGB (C.D.
14 Cal. May 1, 2017). Some examples of heavily contested State Court wage and hour class actions
15 where class certification was obtained and BNBD was appointed lead class counsel include *Vakili v.*
16 *Dignity Health, et al.*, San Francisco Superior Court, Case No. CGC-18-569456 (December 16, 2021);
17 *Armstrong v. Ruan Transport*, San Bernardino Superior Court, Case No. CIVDS1605897 (August 11,
18 2020); *Spears v. Health Net of California*, Sacramento County Superior Court, Case No. 34-2017-
19 00210560 (Oct. 8, 2019); *El Pollo Loco Wage and Hour Cases*, Orange County Superior Court, JCCP
20 Case No. 4957 (July 30, 3018); *Torrento v. Lucile Packard Children's Hospital*, Santa Clara County
21 Superior Court Case No. 2016-1-CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernadino
22 Superior Court, Case No. CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County Superior
23 Court Case No. SCV 255350 (March 9, 2016); *Mathies v. Union Bank*, San Francisco Superior Court
24 Case No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v. Bottling Co, LLC*, Orange County Superior
25 Court Case No. 30-2009-00180102-CU-OE-CXC (Sept. 7, 2010); *Rangel v. Balboa Ambulance Co.*,
26 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010); *Tan v. CSAA*, Orange County Superior Court, Case
27 No. 30-2008-00231219 (Nov. 23, 2009).

1 (d) Over the course of the litigation, a number of attorneys in the firm have worked
2 on this matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik De Blouw LLP
3 firm resume, a true and correct copy of which is attached hereto as Exhibit #3. Some of the major
4 cases our firm has undertaken are also set forth in Exhibit #3. The attorneys involved in this matter at
5 Blumenthal Nordrehaug Bhowmik De Blouw LLP have had extensive representative and class
6 litigation experience, much of it in the area of consumer class actions, employment class actions,
7 securities litigation, unfair business practices and other complex litigation. The attorneys at this firm
8 have extensive experience in cases involving labor code violations and overtime claims. Class
9 Counsel has litigated similar wage and hour cases against other employers on behalf of employees,
10 including cases against Sharp Healthcare, Cigna, Walmart, Legoland, See's Candies, Securitas, Okta,
11 El Pollo Loco, Automobile Association, Marriott, Total Renal, Solarcity, Penske, Universal Protection
12 Services, Panda Express, Redfin, Instacart, Verizon, Apple, Wells Fargo, Kaiser, Culinart, Space
13 Exploration, Time Warner, and California State Automobile Association. It is this level of experience
14 which enabled the firm to undertake the instant matter and to successfully combat the resources of the
15 defendants and their capable and experienced counsel. On account of the concerted and dedicated
16 effort this case required in order to properly handle and prosecute, Class Counsel were precluded from
17 taking other cases, and in fact, had to turn away other potential fee generating cases.

18 10. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP are as
19 follows: Partner Attorneys from \$850 to \$995, Associate Attorneys from \$450 to \$750, Paralegals
20 from \$250 to \$275. This firm's hourly rates are based upon the Laffey Matrix with the appropriate 2%
21 increase adjustment for Southern California. A true and correct copy of the current Laffey Matrix is
22 attached hereto as Exhibit #4. These hourly rates have been approved by Court's throughout
23 California, including the Courts in the Superior Court of California. In fact, on August 1, 2018, District
24 Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and
25 'in line with those prevailing in the [relevant] community'—the Central District of California".
26 Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by comparing such
27 rates with the rates of comparable counsel practicing complex and class litigation as detailed in the
28

1 National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*,
2 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown's \$775 average billing
3 rate for partners” and “Mayer Brown's \$543 average associate billing rate” are reasonable rates when
4 compared within 21 other firms practicing in the Southern District of California.) This survey is useful
5 to show that Class Counsel’s rates are in line with the comparable rates of the defense counsel that
6 opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases
7 currently being prosecuted by Class Counsel. In another example from several years ago, Sheppard
8 Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by Class Counsel (one
9 of the most frequent opposing counsel), charged rates as high as \$875 for partners and \$535 for
10 associates. Similarly, Paul Hastings, another opposing counsel in these types of cases, in years past
11 historically charged between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the
12 rates charged by this firm for comparable work are less than these examples and are therefore
13 undoubtedly reasonable.

14
15 11. LWDA - The PAGA Notice sent to the LWDA is attached hereto as Exhibit #5. In
16 addition, the LWDA is being served with this motion which includes the Agreement, as verified in the
17 proof of service.

18
19 12. Settlement Administration – APEX Class Action Administration (“APEX”) was
20 selected as the Settlement Administrator based upon their estimate. We obtained estimates from
21 APEX, and ILYM Group, Inc. (“ILYM”), using the same criteria. The ILYM estimate provides for
22 Administration Expenses in the amount of \$8,950. The APEX estimate was \$8,250. As a result, the
23 lowest bid from APEX was selected by the Parties. A Declaration from APEX is submitted in support
24 of this motion which addresses their qualifications and their estimate as Exhibit #6.

25
26 13. Conflicts – Neither Plaintiff nor my firm have any relationship with the Administrator,
27 nor any actual or potential conflicts of interest with Aggrieved Employees or the LWDA.

1
2 14. PAGA Penalties Valuation

3 (a) Plaintiff's theory of PAGA liability as argued at mediation alleged that
4 Defendant is liable for instituting an unlawful policy regarding the approval for off the clock work,
5 despite knowing that employees were required to carry out both pre shift and post shift duties. A
6 review of the time and pay data provided indicated that 11.9% of pay periods had Meal break
7 violations. Moreover, 67% of shifts indicated exact 30-Minute meals in the sample data which Plaintiff
8 argued indicated rounding. Plaintiff argued she suffered 13 meal period violations in the PAGA period
9 which is equivalent to 61.9% of all meals. Additionally, Plaintiff's data demonstrates 32 late meals
10 and 1 missing meal period without payment for corresponding period premium payments. Further,
11 Plaintiff argued Defendant implemented an illegal policy mandating that meal periods less than 20
12 minutes need not be recorded. And Plaintiff argued Defendants knew that employees worked on-duty
13 meal periods. (Puche Decl., at ¶3(b).) Finally, Plaintiff argued that Employees are owed wage
14 statement penalties for Defendants' violation of Labor Code section 226(a)(9) by failing to list the
15 correct rate for "OVERTIME" payments to Claimant, instead showing 8 hours of overtime was to be
16 paid at the base rate, with multiple other rates on additional dates during the pay period and adding up
17 to a lump sum paid at 1.5 the base rate. (*Id.*).

18 On April 25, 2025, the Parties engaged in an all-day mediation

19 (b) For mediation, Defendant represented that as of approximately March 31, 2025, there
20 aggrieved employee count consisted of 704 Aggrieved Employees who collectively worked
21 approximately 36,503 PAGA Pay Periods, as such there were 36,503 potential violations.

22 (c) With the assistance of an expert, Plaintiff calculated that the maximum amount of
23 statutory PAGA civil penalties was potentially \$3,650,300 without stacking based on 36,503 pay
24 periods applicable to the 704 Aggrieved Employees during the PAGA Period at a rate of \$100 per pay
25 period.²

26 _____
27 ² Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The
28 valuation of \$3,650,300 is the civil penalty amount without stacking. If stacking is permitted, then the
valuation increases with each additional penalty added to each pay period. Plaintiff, however, is not

1 (d) In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal
2 affirmed a judgment after trial which only provided for a PAGA penalty of \$5 per pay period.
3 Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiff's calculation
4 even where Plaintiff prevailed on the PAGA claim. Plaintiff uses the guidance in *Carrington* of a
5 reasonable result at trial of \$5 per pay period, which means the potential recovery of civil penalties
6 would be only \$182,515 at trial, which is far less than this settlement provides.

7 (e) Plaintiff believes that under the new standard announced by the California Supreme
8 Court, a finding that the alleged violations were intentional or knowing could be unlikely. The recent
9 decision that good faith belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*,
10 15 Cal. 5th 1056, 1065 (2024), could completely negate any argument that some or all of the violations
11 were intentional or knowing as those terms are used in the Labor Code.

12 (f) The violations predicated on the alleged miscalculation of the regular rate are based on
13 the recent decision in *Ferra v. Loews Hollywood Hotel*, 11 Cal. 5th 858 (2021) and the subsequent
14 decisions thereafter applying this decision to sick pay and meal premiums. Thus, Defendant could
15 argue that the violations are because of a change in law, and not any intentional or knowing violation
16 of the Labor Code. Defendant could also argue that they have since remedied the alleged violations
17 and that no violations are occurring now, which means that the deterrence effect of PAGA would be
18 unnecessary.

19 (g) To prevail at trial, Plaintiff would need to prove that each Aggrieved Employee
20 suffered a violation for each period the employee worked in relation to meal or rest period violations,
21 failure to pay minimum wages, failure to pay overtime and sick pay wages, failure to provide accurate
22 itemized wage statements, failure to reimburse employees for required expenses, and failure to pay
23 wages when due. Defendant maintains that Plaintiff and the Aggrieved Employees were properly
24 compensated, and that it did not violate the Labor Code. Accordingly, Defendant disputes and denies
25 Plaintiff's allegations and claims asserted in both the PAGA Notice and the Operative Complaint,

26 _____
27 aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty
28 per pay period was assessed. In addition, the recent amendment of PAGA casts further doubt on the
availability of stacking penalties.

1 which are resolved by the Agreement. Defendant has maintained and offered information supporting
2 that it pays employees all wages, provides compliant meal and rest breaks, reimburses for all
3 reasonably incurred business expenses, and prohibits off-the-clock work. Defendant asserted
4 additional defenses to the PAGA claim, not only as to liability but also as to the amount of the
5 penalties. Defendant asserted that no penalties prior to the PAGA notification should be awarded
6 because the violations were not intentional. These defenses present a risk to the PAGA claims and the
7 potential that some or all of the PAGA penalties sought may not be awarded. Given Defendant's
8 potential defenses to the violations at issue, the risks and costs of continued litigation, Plaintiff and his
9 attorneys believe that the PAGA Settlement is fair and reasonable.

10 15. Service Award - In the Agreement at paragraph 1.27, "Service Award" means the
11 service payment made to the Plaintiff in order to compensate him for initiating the Action, performing
12 work in support of the Action, undertaking the risk of liability for Defendant's expenses, and for the
13 release individual PAGA claims by the Plaintiff. Plaintiff request the Service Award of \$10,000, as
14 recognition for Plaintiff's efforts in securing this Settlement for the benefit of the Aggrieved
15 Employees and the LWDA. Concurrently filed herewith for the Court's consideration is the
16 Declaration of Plaintiff, Chandrika Lortscher in Support of Motion to Approve the PAGA Settlement.
17 The Agreement provides for service awards as the named Plaintiff not only served as the representative
18 for these claims, but also is justified in light of the reputational risk that Plaintiff assumed by litigating
19 claims against a former employer. *See Billingham v. Tractor Supply Co.*, 306 F.R.D. 245, 267-68
20 (N.D. Cal. 2015) (finding "personal detriment" upon testimony that future employers can easily learn
21 that a prospective employee served as a plaintiff through the internet); *see also Guippone v. BH S&B*
22 *Holdings LLC*, No. 09 Civ. 1029, 2011 U.S. Dist. LEXIS 126026, at **4, 20 (S.D.N.Y. Oct. 28, 2011)
23 ("[T]he fact that a plaintiff has filed a federal lawsuit is searchable on the internet and may become
24 known to prospective employers when evaluating the person . . . Even where there is not a record of
25 actual retaliation, notoriety, or personal difficulties, [representative Plaintiffs] merit recognition for
26 assuming the risk of such for the sake of absent [parties].").

1 Employers commonly screen employee candidates to determine whether they have ever filed
2 suit, and employee candidates who might be branded “litigious” are likely to be screened out of the
3 process. In fact, an entire industry has developed for providing employers with background
4 information on employee candidates. By bringing this action against an employer, Plaintiff has
5 assumed considerable reputational risk that may impact his ability to find employment in the future.
6 *La Fleur v. Medical Management Intern, Inc.*, No. 13-00398-VAP, 2014 WL 2967475, *8 (C.D. Cal.
7 June 25, 2014) (awarding \$15,000 to each named plaintiff in part for attesting to their fear that the
8 lawsuit will harm their future job prospects in the industry).

9 Moreover, the separate settlement payment is reasonable because Plaintiff “remained fully
10 involved and expended considerable time and energy during the course of the litigation.” *See In re*
11 *Toys ‘R’ Us-Del FACTA Litig.*, 295 F.R.D. at 471 (citation omitted). Plaintiff devoted his time and
12 effort toward assisting his attorneys with the prosecution of the claims, and assisted counsel with
13 finalizing the settlement. Service awards are regularly awarded in this amount. *See e.g. Andrews v.*
14 *Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that the
15 requested service awards of \$15,000 each are appropriate).

16 Lastly, because PAGA is a “type of qui tam action,” it is appropriate for the Plaintiff to receive a modest
17 additional payment from the settlement as a “bounty” for their special effort in vindicating the State’s interests
18 by enforcing its labor laws. *See Iskanian*, 59 Cal. 4th at 382 (“A PAGA representative action is therefore a type
19 of qui tam action.”); *see also People ex rel. Strathmann v. Acacia Research Corp.*, 210 Cal. App. 4th 487, 500
20 (2012) (“The person who brings the qui tam action, called the ‘relator,’ stands in the shoes of the People of the
21 State of California, who are deemed to be the real party in interest . . . The relator in a qui tam action under
22 section 1871.7 does not personally recover damages but, if successful, receives [a portion] of the recovery as a
23 bounty.”) (internal citations omitted).

24 Such a payment incentivizes employees to step forward to enforce the Labor Code. *See MMM*
25 *Holdings, Inc. v. Reich*, 21 Cal. App. 5th 167, 180 (2018) (“The bounty advances the public purpose
26 and benefit by encouraging private qui tam actions; indeed, this prospect of reward may be the only
27 means of inducing such private parties to come forward with their information.”) (internal quotations
28

omitted). This is especially important in this context, as “the lack of government resources to enforce the Labor Code led to a legislative choice to deputize and incentivize employees uniquely positioned to detect and prosecute such violations through the PAGA.” *Iskanian*, 59 Cal. 4th at 390. Absent the incentive payment, fewer employees would be willing to step forward, and PAGA’s primary purpose—enforcement of the Labor Code—would be substantially undermined.

16. Dismissal of Representative Claims – In exchange for the Gross PAGA Settlement Amount of \$355,000, the Agreement provides for the accompanying Proposed Order and Judgment to be entered. The LWDA and the Aggrieved Employees will be compensated for the dismissal of this action pursuant to the Agreement and the Judgment. The Judgment makes clear that no individual claims of the Aggrieved Employees are being affected or released.

17. The release of claims for PAGA penalties appears in the Agreement at paragraph 5.2. The release makes clear that it binds only the named Plaintiff and the State of California. The “Released Parties” are limited to “Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries or affiliates”. (Agreement at ¶1.26). The release at paragraph 5.3 is appropriately limited to “claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notices submitted by Plaintiff to the LWDA, which occurred during the PAGA Period, including claims under California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and the applicable Wage Order(s).”

18. Uncashed Checks – Under the Agreement at paragraph 4.4.3, for any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the State Controller Unclaimed Property Fund in the name of the individual who failed to cash their check.

1 I declare under penalty of perjury under the laws of the State of California that the foregoing
2 is true and correct. Executed this 25th day of August 2025, at San Diego, California.

3 /s/ Sergio J. Puche
4 Sergio J. Puche
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EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Settlement Agreement”) is made and entered into between Plaintiff Chandrika Lortscher (“Plaintiff”) acting in her private attorneys general capacity, and Defendants DR Horton, Inc., D.R. Horton Los Angeles Holding Company, Inc., D.R. Horton Bay, Inc., D.R. Horton LA North, Inc., D.R. Horton, Inc. - Midwest (collectively, “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” collectively means: (1) PAGA Case: *Chandrika Lortscher v. DR Horton Inc., et. al.*, Los Angeles County Superior Court Case No.24VECV00165; PAGA Notice sent on July 29, 2021 and case filed on February 3, 2022; and (2) Arbitration: *Chandrika Lortscher v. DR Horton Inc., et. al.*, AAA Arbitration Case Number: 01-23-0000-7946; Demand for Arbitration submitted on February 25, 2023.
- 1.2. “Administrator” means Apex Class Action, LLC, 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 PAGA Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employees” means any and all non-exempt employees who are or previously were employed by Defendants and/or any of its/their subsidiaries and/or affiliates, including D.R. Horton; Inc. - Fresno and D.R. Horton Inc. Sacramento, in the State of California at any time during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods worked.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.8. “Court” means the Superior Court of California, County of Los Angeles.

- 1.9. “Defendants” means DR Horton, Inc., D.R. Horton Los Angeles Holding Company, Inc., D.R. Horton Bay, Inc., D.R. Horton LA North, Inc., D.R. Horton, Inc. – Midwest.
- 1.10. “Defense Counsel” means Jason C. Ross, Ahllam H. Berri and Jasmin Alaradi of the law firm of Wood, Smith, Henning & Berman LLP.
- 1.11. “Effective Date” means the date on which the settlement is approved and the Court's order approving the settlement (“Judgment”) becomes final. For purposes of this agreement, the Court's Judgment “becomes final” upon the latter of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court's Judgment (this time period shall not be less than sixty [60] calendar days after the Court’s Judgment is entered); (ii) the date affirmance of an appeal of the Judgment becomes final under the applicable rules; or (iii) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment..
- 1.12. “Gross PAGA Settlement Amount” means the total sum of Three Hundred Fifty Five Thousand Dollars (\$355,000), which is the maximum amount Defendants agree to pay under the Settlement, except as provided in paragraph 8 below. The Gross PAGA Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Service Award, and the Administration Expenses Payment. The Gross PAGA Settlement Amount shall be all-in with no reversion to Defendants and no claim forms required. The Gross PAGA Settlement Amount excludes any Individual Settlement separately paid to Plaintiff for a General Release of her claims, addressed further herein. The Gross PAGA Settlement Amount does not include Plaintiff’s individual settlement which are being separately funded by Defendants and memorialized in separate individual settlement agreement.
- 1.13. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Payment calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period compared to the total PAGA Pay Periods all Aggrieved Employees worked.
- 1.14. “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 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 PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.17. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).

- 1.18. “PAGA Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP (“BNBD”).
- 1.19. “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.
- 1.20. “PAGA Notice(s)” means Plaintiff’s July 29, 2021 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.21. “PAGA Payment” means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Service Award, and Administration Expenses Payment, which after these deductions is the total amount of PAGA civil penalties to be paid from the Gross PAGA Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.22. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.23. “PAGA Period” means the period from July 29, 2020 to the earlier of the date of the order approving this Settlement or August 25, 2025.
- 1.24. “Plaintiff” means Chandrika Lortscher, the named plaintiff in the Action.
- 1.25. “Released PAGA Claims” means any and all claims for civil penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the July 29, 2021 PAGA Notice submitted by Plaintiff to the LWDA, which occurred during the PAGA Period. The Released PAGA Claims expressly exclude all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, California class claims, Plaintiff’s individual claims which are subject to a separate release, PAGA claims outside of the PAGA Period, and the PAGA claims released in the *Luper v. DR Horton, Inc.* PAGA-only settlement that occurred during the period May 22, 2020 to January 9, 2025.
- 1.26. “Released Parties” means Defendants and all subsidiary(ies), parent(s), and/or affiliated entities, including D.R. Horton, Inc. - Fresno, and D.R. Horton Inc. Sacramento, and its/their past and present owners, officers, directors, agents, representatives, and employee, heirs, assigns, representatives, parent companies and predecessors, administrators and successors, franchisors, divisions, affiliates, insurers and re-insurers, members, principals, joint venturers, partners, and shareholders, managers, members, attorneys, accountants and each of them or any of them.
- 1.27. “Service Award” means the service payment made to Plaintiff in order to compensate

her for initiating the Action, performing work in support of the Action, and undertaking the risk of liability for Defendants' expenses, and for the release of individual PAGA claims by Plaintiff.

1.28. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

- 2.1. On July 28, 2021, Plaintiff served a PAGA Notice upon Defendants and the LWDA regarding Defendants' alleged wage and hour violations including failure to provide accurate itemized wage statements, failure to properly record and provide legally required meal and rest periods, failure to pay minimum wages, failure to pay overtime wages and sick pay wages, failure to reimburse employees for required expenses, and failure to provide wages when due.
- 2.2. On February 3, 2022, Plaintiff filed a Representative Action Complaint, alleging one cause of action for civil penalties pursuant to Labor Code §§ 2699, *et seq.* (PAGA) for violations of Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). Plaintiff's February 2, 2022 Representative Action Complaint is the operative complaint in the Action (the "Operative Complaint").
- 2.3. On June 9, 2022, the Court granted Defendants' Motion to Compel Arbitration as to Plaintiff's individual PAGA claims, and stayed the representative PAGA claims in the interim.
- 2.4. On February 24, 2023, Plaintiff submitted her Demand for Arbitration for individual wage and hour claims and individual PAGA claims. The Arbitration Final Merits Hearing was scheduled to begin on December 9, 2024, but it was continued to December 8, 2025 to facilitate the Parties' mediation.
- 2.5. On April 25, 2025, the Parties participated in an all-day mediation presided over by Hon. Brian Walsh (Ret.), a respected private mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action based upon a mediator's proposal which was memorialized in the form of a Memorandum of Understanding.
- 2.6. Prior to the mediation, the Parties conducted significant investigation and informal discovery of the facts and law. Defendants produced documents relating to employee payroll spreadsheets, their policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and operations policies and more. The Parties agree that the above-described investigation and evaluation, as well as the information exchanged during the settlement negotiations, are sufficient to assess the merits of the Parties' positions and to

compromise the issues on a fair and equitable basis.

- 2.7. As a result of the settlement, the Parties have agreed to fully and finally resolve the PAGA Released Claims alleged in the Action pursuant to this Settlement Agreement.

3. MONETARY TERMS.

3.1. Gross PAGA Settlement Amount. Except as provided in paragraph 8 below, Defendants promise to pay \$355,000 and no more as the Gross PAGA Settlement Amount. The Gross PAGA Settlement Amount includes the Individual PAGA Payments to the Aggrieved Employees, the Service Award, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. Defendants have no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. The Gross PAGA Settlement Amount shall be all-in and none of the Gross PAGA Settlement Amount will revert to Defendants. The Gross PAGA Settlement Amount excludes any individual settlement separately paid to Plaintiff for a General Release of her claims, addressed further herein.

3.2. Payments from the Gross PAGA Settlement Amount. The Administrator will make and deduct the following payments from the Gross PAGA Settlement Amount, in the amounts specified by the Court in the Approval Order:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross PAGA Settlement Amount, which is currently estimated to be \$118,333, and PAGA Counsel Litigation Expenses Payment in an amount as documented in PAGA Counsel's billing statement and not more than \$25,000. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court does not approve or approves less than the amounts requested for the PAGA Counsel Fees Payment and/or the PAGA Counsel Litigation Expenses Payment, the Administrator will allocate the remainder to the PAGA Payment, and this will not affect approval of the settlement. 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. PAGA Counsel may choose to appeal any reduction in the award of fees by the Court, but regardless of the appeal's outcome, the other Settlement terms will not be affected. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation 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 hold Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administration Expenses Payment not to exceed \$9,075 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than \$9,075, the Administrator will allocate the remainder to the PAGA Payment.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Payment in the amount of not less than \$192,592 to be paid from the Gross PAGA Settlement Amount, with 75% (no less than \$144,444) allocated to the LWDA PAGA Payment and 25% (no less than \$48,148) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Payment by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. If the Court approves the PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the PAGA Payment. Because the Individual PAGA Payments are payments in compromise and settlement of a claim for alleged civil penalties, the Individual PAGA Payments will be treated as non-wage income with no tax withholdings to be made, and the Administrator will report, if required by applicable tax laws, the Individual PAGA Payments on IRS Forms 1099 to the respective Aggrieved Employees and applicable governmental authorities.

3.2.4 To Plaintiff: Plaintiff shall request from the Court a Service Award payment in the amount of \$10,000. This amount shall be paid exclusively from the Gross PAGA Settlement Amount. Defendants shall not oppose Plaintiff's requests for Service Award in this amount. In the event the Service Award is approved for less than \$10,000, the unawarded difference will be added to the PAGA Payment and not to Plaintiff, PAGA Counsel, or Defendants. These payments will be reported on IRS Form 1099 issued to Plaintiff by the Settlement Administrator. Notwithstanding any other term of this Settlement Agreement, any reduction by the Court of the Service Award shall not be sufficient grounds to void the Settlement Agreement. As stated herein, the Plaintiff's service award in this Settlement Agreement shall not release Plaintiff's individual non-PAGA claims, which are being separately settled through a separate individual confidential settlement agreement and funded outside of the Gross PAGA Settlement Amount.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. As of approximately March 31, 2025, Defendants have represented that the Aggrieved Employees consist of approximately 704 employees who collectively worked 36,503 PAGA Pay Periods during the PAGA Period.

4.2. Aggrieved Employee Data. Within fourteen (14) days after the Effective Date, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the

Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. The Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross PAGA Settlement Amount. Defendants shall fully fund the Gross PAGA Settlement Amount by transmitting the funds to the Administrator no later than fifteen (15) days after the Effective Date.

4.4. Payments from the Gross PAGA Settlement Amount. Within fourteen (14) days after Defendants fund the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Service Award, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the void date, which is one hundred eighty (180) days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"). The Parties, PAGA Counsel and Defense Counsel represent that they

have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient. The Parties propose California State Bar Justice Gap Fund as the Cy Pres Recipient.

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

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross PAGA Settlement Amount, Plaintiff, the State of California, Aggrieved Employees, and PAGA Counsel shall release claims against all Released Parties as follows:

5.1 Separate Individual Claims. Pursuant to a separate confidential settlement agreement, in addition to the Gross PAGA Settlement Amount, Defendants have agreed to separately pay Plaintiff an individual settlement to resolve all of her individual non-PAGA claims. The individual settlement is made in exchange for a general release of all of Plaintiff's individual non-PAGA claims arising out of her respective employment with Defendants, including a waiver of any unknown claims pursuant to California Civil Code section 1542, which will be detailed in a separate confidential settlement agreement.

5.2 Release by Plaintiff, the State of California, and Aggrieved Employees. Plaintiff, the State of California, and all Aggrieved Employees are deemed to have fully, finally, and forever released the Released Parties from all "Released PAGA Claims."

5.3 Release by PAGA Counsel. PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Counsel Fees incurred in connection with the Operative Complaint and PAGA Notice, and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

5.4 No Right to Object or Opt Out. Because this Settlement is not a class action settlement, but rather a PAGA representative settlement involving claims on behalf of the State of California, no person can (a) object to the settlement after the Court's Approval Order is made, or (b) opt out from being covered by the Released PAGA Claims at any time before or after the Approval Order is made.

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 proposed Order Granting Approval of PAGA Settlement; (ii) 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 Aggrieved 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 Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel's firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); (iv) all motion documents; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than sixty (60) days after the full execution of the Memorandum of Understanding and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion, and Defense Counsel shall assist or not oppose, as appropriate. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or 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. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. Any dispute between the parties as to the remaining terms of the settlement agreement shall be presented to the mediator for resolution. This Agreement is conditioned upon Court approval of this Settlement. If Court approval consistent with this Agreement and/or the Parties' consent cannot be obtained, the Agreement is null and void *ab initio*.

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 the purposes of calculating payroll tax withholdings and providing reports to the state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator immediately 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. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE. Based on its records, Defendants estimated that there are approximately 36,503 PAGA Pay Periods worked during the PAGA Period, as of approximately March 31, 2025. If that number of PAGA Pay Periods during the PAGA Period is higher by more than 10% at the time the motion for approval of the Settlement is filed, then the Gross PAGA Settlement Amount will be increased proportionately. For example, if the number is 11 % higher, the Gross PAGA Settlement Amount will be increased by 1%. In the alternative, Defendants may elect to shorten the PAGA Period to stay within the 10% cushion.

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 pursuant to C.C.P. Section 664.6 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 PAGA Payment.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Action Treatment or 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 Defendants that any of the allegations in the Operative Complaint have merit, nor should it be intended or construed as an admission by Plaintiff that Defendants’ defenses in the Action have merit. The Parties agree that representative action treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants’ 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 or legal or regulatory matter (except for proceedings to enforce or effectuate this Settlement and Agreement). Neither Plaintiff nor Defendants shall be considered a prevailing party in this Action.

- 10.2 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.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 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, Hon Brian Walsh (Ret.) for resolution.
- 10.5 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.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants, 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.
- 10.7 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.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 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.

- 10.10 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.
- 10.11 Confidentiality. Other than information necessary to secure Court approval of this settlement, the Parties agree to keep confidential all matters relative to this Settlement, including the terms of the Settlement and the facts and circumstances leading up to it. If asked about the disputes between the Parties, the Parties shall provide no other statement than “the matter has been resolved” or “the matter has settled.” Plaintiff and PAGA Counsel agree not to disclose the terms of this settlement except in court papers or if required by legal process, except that PAGA Counsel may put publicly available information about the settlement in any description of their experience or the like in order to describe their legal experience to a court. Plaintiff and PAGA Counsel shall not issue a press release, initiate any contact with the press, respond to any press inquiry or make any public communication about the fact, amount or terms of the settlement, except however, that the Released Parties may make disclosures as required by law. Any communication about the Settlement to Aggrieved Employees may not be made prior to the Court-approved mailing. Notwithstanding anything herein, PAGA Counsel may also identify this case in any public filing submitted to Court for the purpose of being approved as PAGA Counsel.
- 10.12 Use and Return of Aggrieved 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 Defendants in connection with discovery, 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 ninety (90) days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff and PAGA Counsel shall destroy all paper and electronic versions of Aggrieved Employee Data and PAGA Data received from Defendants unless, prior to the Administrator’s payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 10.13 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.
- 10.14 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.
- 10.15 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: Norman Blumenthal
norm@bamlawca.com
Kyle R. Nordrehaug
kyle@bamlawca.com
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, California 92037
Telephone: (858) 551-1223
Facsimile: (858) 551-1232

To Defendants: Jason C. Ross
jross@wshblaw.com
Ahllam H. Berri
aberri@wshblaw.com
Wood, Smith, Henning & Berman LLP
501 West Broadway, Suite 1200
San Diego, California 92101
Telephone: (619) 849-4900
Facsimile: (619) 849-4950

- 10.16 Execution in Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or more counterparts by facsimile, electronic signature, 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. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.17 Court Filings. The Parties agree not to object to any Court filings consistent with this Agreement.
- 10.18 No Other Pending Claims. Plaintiff and PAGA Counsel represent that neither has any other pending claims, complaints, charges, or lawsuits of any kind whatsoever with any court, governmental agency, or other regulatory body with respect to any matter arising out of her employment with Defendants or otherwise related to Defendants. The Parties acknowledge, understand and agree that this representation is essential to the Agreement and that it would not have been entered into were it not for this representation.
- 10.19 Fair Settlement. The Parties agree that the settlement is fair, adequate, and reasonable and will so represent to the Court.
- 10.20 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 the time within which to bring this action to trial under Code of Civil Procedure Section 583.310 shall be stayed for a period starting from the date of the signing of this agreement by all parties until the entry of the order approving this Settlement or, if not entered, the date this agreement shall no longer be of any force or effect.

11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 07/07/2025

Chandrika Lortscher

Chandrika Lortscher (Jul 7, 2025 07:43 PDT)

Plaintiff Chandrika Lortscher

Dated: _____

[name]

Defendant DR Horton, Inc.

Dated: _____

[name]

Defendant D.R. Horton Los Angeles Holding Company, Inc.

Dated: _____

[name]

Defendant D.R. Horton Bay, Inc.

Dated: _____

[name]

Defendant D.R. Horton LA North, Inc.

Dated: _____

[name]

Defendant D.R. Horton, Inc. - Midwest

Dated: 7/7/25

Kyle Nordrehaug

Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP

Attorney for Plaintiff

Parties further agree that upon the signing of this Agreement that the time within which to bring this action to trial under Code of Civil Procedure Section 583.310 shall be stayed for a period starting from the date of the signing of this agreement by all parties until the entry of the order approving this Settlement or, if not entered, the date this agreement shall no longer be of any force or effect.

11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Chandrika Lortscher

Dated: 06/30/2025 *Cammy Kennedy*
Cammy Kennedy (Jun 30, 2025 12:21 CDT)
Cammy Kennedy [name]
Defendant DR Horton, Inc.

Dated: 06/30/2025 *Cammy Kennedy*
Cammy Kennedy (Jun 30, 2025 12:21 CDT)
Cammy Kennedy [name]
Defendant D.R. Horton Los Angeles Holding Company, Inc.

Dated: 06/30/2025 *Cammy Kennedy*
Cammy Kennedy (Jun 30, 2025 12:21 CDT)
Cammy Kennedy [name]
Defendant D.R. Horton Bay, Inc.

Dated: 06/30/2025 *Cammy Kennedy*
Cammy Kennedy (Jun 30, 2025 12:21 CDT)
Cammy Kennedy [name]
Defendant D.R. Horton LA North, Inc.

Dated: 06/30/2025 *Cammy Kennedy*
Cammy Kennedy (Jun 30, 2025 12:21 CDT)
Cammy Kennedy [name]
Defendant D.R. Horton, Inc. - Midwest

Dated: _____
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 6/30/25

A handwritten signature in blue ink, appearing to read "J. C. Ross", is positioned above a horizontal line.

Jason C. Ross
Wood, Smith, Henning & Berman LLP
Attorneys for Defendants

EXHIBIT 2

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP
2255 CALLE CLARA
LA JOLLA, CA 92037
(858) 551-1223

AUGUST 15, 2025

CHANDRIKA LORTSCHER

RE: DR HORTON
FILE NUMBER: CA2467.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
08/04/21	ND	REVIEW AND ANALYZE ORIGINAL INTAKE NOTES. LEGAL RESEARCH REGARDING RELATED LITIGATION IN STATE AND FEDERAL COURT. RESEARCH DEFENDANT'S BUSINESS OPERATIONS IN CA. DISCUSS CLAIMS WITH PLAINTIFF.	3.70	850	3,145.00
08/06/21	ND	REVIEW AND RESEARCH PLAINTIFF'S INDIVIDUAL CLAIMS FOR DISCRIMINATION AND RETALIATION. ANALYZE OFF THE CLOCK WORK CLAIMS. LEGAL RESEARCH.	3.10	850	2,635.00
08/08/21	ND	REVIEW AND ANALYZE ENTIRE EMPLOYMENT FILE. REVIEW ALL PAY STUBS FOR WAGE AND HOUR CLAIMS. LEGAL RESEARCH. OBTAIN BACKGROUND FACTS FOR COMPLAINT.	3.90	850	3,315.00
08/09/21	ND	REVIEW FACTS AND LAW. DRAFT COMPLAINT.	4.00	850	3,400.00
08/13/21	SB	INITIAL REVIEW OF EMPLOYMENT FILE, PREPARE CASE ANALYSIS	2.40	450	1,080.00
08/20/21	SB	DRAFT COMPLAINT	2.80	450	1,260.00
08/21/21	ND	REVIEW AND REVISE COMPLAINT. DISCUSS WITH S. BLUMENTHAL.	2.00	850	1,700.00
08/23/21	SB	DRAFT PAGA LETTER & CASE NOTES	2.80	450	1,260.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
08/23/21	ND	REVIEW AND REVISE PAGA NOTICE AND CASE NOTES. DISCUSS WITH S. BLUMENTHAL.	1.70	850	1,445.00
09/07/21	ND	REVIEW ARBITRATION AGREEMENT TERMS. LEGAL RESEARCH REGARDING ENFORCEABILITY. REVIEW PREVIOUS COURT ORDERS IN SIMILAR CASES.	3.30	850	2,805.00
10/27/21	JH	REVIEW/ANALYZE DOCS FROM PLAINTIFF AND DEF IN FILE; CREATE EXHIBIT BOOK; UPDATE CASE NOTES	1.40	750	1,050.00
11/11/21	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.80	450	1,260.00
11/30/21	RE	REVIEW CASE NOTES/DAMAGE ANALYSIS	0.50	675	337.50
11/30/21	RE	REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENTS/1198.5 RESPONSE	2.50	675	1,687.50
12/01/21	RE	REVIEW, EDIT & FINALIZE CLASS ACTION COMPLAINT DRAFT	2.70	675	1,822.50
12/01/21	RE	DRAFT SUMMONS, CIVIL CASE COVER SHEET & ADDENDUM/STATEMENT OF LOCATION	0.50	675	337.50
12/01/21	RE	REVIEW & FINALIZE CLASS ACTION COMPLAINT PACKAGE; FILE IN LA SUP. CT.	0.70	675	472.50
12/03/21	RE	REVIEW COURT RETURNED DOCUMENTS RE CLASS ACTION; REVIEW NOTICE OF CASE ASSIGNMENT; MEMO TO FIRM RE DEPARTMENT/JUDICIAL ASSIGNMENT AND STATUS OF INITIAL CASE MANAGEMENT CONFERENCE	0.50	675	337.50
12/09/21	JH	REVIEW COURT ORDER; CIRCULATE AND DISCUSS WITH TEAM	0.40	750	300.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
01/03/22	JH	REVIEW FILE AND STATUS OF MATTER	0.40	750	300.00
01/18/22	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS RE 5 DEFENDANTS; IDENTIFY REGISTERED AGENT(S); SEND OUT FOR SERVICE VIA KNOX	1.00	675	675.00
01/26/22	RE	FILE PROOF OF SERVICE OF SUMMONS RE 5 DEFENDANTS IN LA SUP. CT; MEMO TO FIRM RE POST-SERVICE WRITTEN DISCOVERY	0.70	675	472.50
01/26/22 15	VR	REVIEW COURT'S ORDERS AND DOCKET; REVIEW CASE CALENDAR; REVIEW COMPLAINT AND CASE NOTES; ADVISE JH AND SJP	1.30	750	975.00
01/31/22	JH	REVIEW/ANALYZE CORRESPONDENCE FROM DEFENE COUNSEL; ADVISE SP	0.30	750	225.00
01/31/22	SP	REVEIWED AND ANALYZED COMPLAINT AND DOCUMENTS. CORRESPONDED WITH COUNSEL RE: M&C. DRAFTED JOINT STATUS REPORT. DRAFTED BELAIRE WEST NOTICE. DRAFTED PROTECTIVE ORDER. SENT TO JSH FOR REVIEW.	4.10	675	2,767.50
02/01/22	JH	REVIEW FILE; REVIEW/REVISE JOINT CASE MANAGEMENT STATEMENT; ADVISE SP	0.50	750	375.00
02/02/22	SP	PREPARED FOR MEET AND CONFER BY ANALYZING COMPLAINT, PAGA LETTER, ARBITRATION AGREEMENT AND DRAFT JOINT STATUS REPORT. DISCUSSED CAFA AND ARIBTRATION AGREEMENT AND PAGA WITH JSH.	1.60	675	1,080.00
02/02/22	JH	PREPARE FOR AND ATTEND MEET AND CONFER CALL; ASSESS ARBITRATION AGREEMENT; DISCUSS WITH KN	1.00	750	750.00
02/02/22	SP	FINALIEZED, FILED AND SERVED	1.90	675	1,282.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		JOINT STATUS REPORT AND POS. DISCUSSED STRATEGY WITH JSH.			
02/02/22	RE	DRAFT PAGA ONLY REPRESENTATIVE ACTION COMPLAINT	3.75	675	2,531.25
02/02/22	RE	CONFER W JH AND SP RE PAGA ONLY COMPLAINT AND ARBITRATION AGREEMENT	0.50	675	337.50
02/02/22	RE	PREPARE SUMMONS, CIVIL CASE COVER SHEET, ADDENDUM/STATEMENT OF LOCATION; RESEARCH FILE RE LOCATION OF INCIDENT RE ADDENDUM	0.70	675	472.50
02/03/22	RE	EDIT PAGA ONLY COMPLAINT; REVIEW & FINALIZE PAGA ONLY COMPLAINT PACKAGE; FILE IN L.A. SUP. CT.	1.00	675	675.00
02/03/22	RE	REVIEW COURT-RETURNED DOCUMENTS RE PAGA ACTION; MEMO TO FIRM RE JUDICIAL ASSIGNMENT AND STATUS OF INITIAL CASE MANAGEMENT CONFERENCE	0.50	675	337.50
02/03/22	RE	PROVIDE NOTICE TO LWDA OF PAGA ACTION FILING	0.40	675	270.00
02/07/22	JH	REVIEW TENTATIVE RULING RE ISC; REPLY	0.40	750	300.00
02/07/22	JH	REVIEW AND REVISED REQUEST FOR DISMISSAL OF CLASS CLAIMS AND SUPPORTING DECL.; ADVISE SP	0.40	750	300.00
02/07/22	SP	DRAFTED REQUEST FOR DISMISSAL W/O PREJUDICE. DRAFTED NOTICE OF CASE MANAGEMENT. REVIEWED PAGA COMPLAINT AND CASE NOTES.	3.60	675	2,430.00
02/18/22	JH	REVIEW COURT ORDER; CIRCULATE AND DISCUSS WITH TEAM	0.30	750	225.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
03/23/22	RE	REVIEW EMAIL FROM DEFENSE COUNSEL RE NON-ACCEPTANCE OF SERVICE VIA NOR; PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS RE PAGA ONLY ACTION; IDENTIFY REGISTERED AGENT FOR 5 DEFENDANTS; SEND OUT FOR SERVICE VIA KNOX	0.75	675	506.25
03/23/22	JH	REVIEW FILE AND STATUS OF PAGA DISCOVERY; CORRESPONDENCE WITH DEFENSE COUNSEL	0.40	750	300.00
03/24/22	JH	F/U CORRESPONDENCE WITH DEFENSE COUNSEL	0.30	750	225.00
03/30/22	JH	PREPARE FOR AND ATTEND MEET AND CONFER CALL WITH DEFENSE COUNSEL; DISCUSS WITH TEAM; SEND CONFIRMING EMAIL	1.00	750	750.00
04/14/22	JH	REVIEW ARB AGREEMENT; REVIEW AND RESPOND TO CORRESPONDENCE FROM DEFENSE COUNSEL	0.40	750	300.00
04/15/22	RE	FILE PROOF OF SERVICE OF SUMMONS RE 5 DEFENDANTS; EMAIL TO TEAM RE POST-SERVICE WRITTEN DISCOVERY RE PAGA ONLY ACTION	0.50	675	337.50
04/20/22	JH	REVIEW FILE; REVIEW AND RESPOND TO CORRESPONDENCE FROM DEFENSE COUNSEL	0.30	750	225.00
05/05/22	JH	REVIEW DEFENDANT'S DRAFT STIPULATION; ANALYZE FILE; REVISE STIP ACCORDINGLY AND CIRCULATE TO DEFENDANT	1.00	750	750.00
05/06/22	JH	REVIEW AND RESPOND TO CORRESPONDENCE FROM DEFENSE COUNSEL RE CHANGES TO STIP TO STAY; FURTHER REVISE DRAFT AND REVISIONS PROVIDED BY DEFENDANT	0.80	750	600.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
05/09/22	JH	REVIEW DEFENDANT'S FURTHER REVISIONS TO STIP; FURTHER REVISE AND CIRCULATE	0.40	750	300.00
05/10/22	JH	ADVISE SP RE STIP TO STAY FOR PURPOSES OF FINALIZING	0.40	750	300.00
05/17/22	JH	DISCUSS WITH SP MEET AND CONFER CALL WITH DEFENSE COUNSEL	0.30	750	225.00
05/17/22	SP	MET AND CONFERRED WITH COUNSEL PER CCP 3.724. DRAFTED CMC STATEMENT.	1.90	675	1,282.50
05/25/22	JH	REVIEW/ANALYZE ARB AGREEMENT SENT BY DEFENSE COUNSEL; DISCUSS WITH KN	0.50	750	375.00
05/25/22	JH	REVIEW/ANALYZE DEFENDANT'S CMC STMT	0.40	750	300.00
05/26/22	JH	RESEARCH DISCOVERY ISSUES; ADVISE SP	0.70	750	525.00
06/08/22	JH	REVIEW FILE AND CORRESPONDENCE WITH DEFENSE COUNSEL RE MEDIATION; DISCUSS WITH AJB; PREPARE FOR CMC	0.50	750	375.00
06/09/22	JH	PREPARE FOR AND ATTEND CMC; ADVISE TEAM	1.20	750	900.00

TOTAL BILLED HOURS

JEFF HERMAN	13.70 hr	@ 750.00	\$	10,275.00
NICK DEBLOUW	21.70 hr	@ 850.00	\$	18,445.00
RICO EHMANN	17.20 hr	@ 675.00	\$	11,610.00
SCOTT BLUMENTHAL	10.80 hr	@ 450.00	\$	4,860.00
SERGIO PUCHE	13.10 hr	@ 675.00	\$	8,842.50
VICTORIA RIVAPALACIO	1.30 hr	@ 750.00	\$	975.00

TOTAL PROFESSIONAL SERVICES

77.80

\$ 55,007.50

COSTS ADVANCED

07/29/21	PAGA FILING FEE	75.00
12/01/21	ONE LEGAL FEE/FILING FEE	1,494.01
01/26/22	ONE LEGAL/FILING FEE	16.68
01/27/22	ONE LEGAL/FILING FEE	39.89
01/31/22	KNOX ATTORNEY SERVICES	151.15
01/31/22	KNOX ATTORNEY SERVICES	65.15
01/31/22	KNOX ATTORNEY SERVICES	65.15
01/31/22	KNOX ATTORNEY SERVICES	65.15
01/31/22	KNOX ATTORNEY SERVICES	65.15
02/03/22	ONELEGAL/FILING FEE	464.51
02/07/22	FILING VIA ONELEGAL	16.68
02/17/22	COURT FILING	16.68
02/18/22	FILING VIA ONELEGAL	16.68
03/31/22	KNOX ATTORNEY SERVICES	304.75
04/10/22	CASE ANYWHERE	<u>97.20</u>
	TOTAL COSTS ADVANCED	<u>\$ 2,953.83</u>
TOTAL CURRENT CHARGES		<u>\$ 57,961.33</u>

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 CALLE CLARA
LA JOLLA, CA - California 92037-3107

INVOICE

Invoice # 1
Date: 08/22/2025
Due On: 09/21/2025

Chandrika Lortscher
17600 Chase St
Northridge, CA 91325

CA2467

D.R. Horton

Services

Attorney	Date	Notes	Quantity	Rate	Total
JH	06/14/2022	Correspondence with Opposing Counsel: Correspondence with defense counsel re mediation	0.40	\$750.00	\$300.00
JH	09/15/2022	Further review arb agreement; research recent orders; review and respond to correspondence from defense counsel	1.00	\$750.00	\$750.00
JH	09/21/2022	Review/analyze Defendant's motion to compel arbitration; correspondence with defense counsel re same	1.50	\$750.00	\$1,125.00
JH	09/28/2022	Review file; draft CMC stmt	0.60	\$750.00	\$450.00
SP	10/03/2022	Reviewed file and calendar in anticipation of status conference on 10/13.	0.20	\$675.00	\$135.00
SP	10/13/2022	Reviewed case file, docket, orders and filings to prepare for hearing. Appeared for hearing. Updated team and file.	1.40	\$675.00	\$945.00
JH	10/17/2022	Review minute order; discuss with team and advise	0.40	\$750.00	\$300.00
HD	10/17/2022	Review case docket, download copy of the court's minute order ssued from the 10/13/2022- Post Arbitration Status Conference	0.30	\$250.00	\$75.00
SP	10/17/2022	Reviewed and analyzed Order. Discussed motion	0.50	\$675.00	\$337.50

		to compel arbitration and discovery.			
JH	01/10/2023	Review/analyze Defendant's notice of supplemental authority; advise team re objections	0.40	\$750.00	\$300.00
JH	01/18/2023	Review/analyze Defendant's MTC Arb; begin researching for and drafting opposition	2.50	\$750.00	\$1,875.00
JH	01/19/2023	Continue and finish first draft of MTC arb opposition; circulate to KN for review	2.00	\$750.00	\$1,500.00
KN	01/20/2023	Review arbitration motion and documents; analysis of arbitration issues and terms; respond to JH	0.50	\$950.00	\$475.00
JH	01/20/2023	Discuss MTC opp with KN; revise accordingly and re-circulate; draft supporting decl. and prepare exhibits thereto	2.00	\$750.00	\$1,500.00
JH	01/23/2023	Draft objections to Defendant's Notice of Supplemental Authority	0.60	\$750.00	\$450.00
JH	01/24/2023	Review/revise table of contents and authorities; finalize MTC Arb opp and all supporting docs; finalize exhibits; advise team re filing	1.50	\$750.00	\$1,125.00
JH	01/30/2023	Review/analyze Defendant's MTC Arb Reply brief; circulate and advise team	1.50	\$750.00	\$1,125.00
SP	02/01/2023	Reviewed case notes, orders and correspondence to prepare for upcoming deadlines.	0.30	\$675.00	\$202.50
JH	02/03/2023	Review/analyze tentative ruling on defendant's motion to compel arbitration; discuss with KN	0.70	\$750.00	\$525.00
JH	02/06/2023	Appear for MTC Arb Hearing; advise team re next steps	0.50	\$750.00	\$375.00
JH	02/23/2023	Review and revise draft arb complaint; advise team	0.70	\$750.00	\$525.00
TM	05/23/2023	Review and Analyze: Reviewed and analyzed file and court docket to draft status conference statement; began drafting status conference statement.	1.00	\$450.00	\$450.00
SP	05/24/2023	Reviewed docket, orders, filings and reviewed and revised Case Management Statement. Discussed with TM.	1.40	\$675.00	\$945.00
TM	05/24/2023	Draft: Planned and prepared for arbitration management hearing; drafted status conference statement; email to OPC re status conference statement.	1.60	\$450.00	\$720.00
JH	05/25/2023	Review draft Joint report; advise TM	0.30	\$750.00	\$225.00

TM	05/25/2023	Draft: Emails to and from opposing counsel re Joint statement; finalized Joint statement for filing	1.00	\$450.00	\$450.00
TM	05/31/2023	Draft: Drafted proposed scheduling order for arbitration; emails to and from opposing counsel re scheduling order.	1.50	\$450.00	\$675.00
TM	06/02/2023	Correspondence with Opposing Counsel: Revised proposed scheduling order; email to opposing counsel re scheduling order.	0.60	\$450.00	\$270.00
TM	06/08/2023	Draft: Drafted notice of continued hearing; email to OPC re proposed scheduling; telephone call with OPC re proposed scheduling; email to Arbitrator re scheduling.	1.20	\$450.00	\$540.00
TM	10/20/2023	Reviewed and analyzed Court's notice of case reassignment.	0.20	\$450.00	\$90.00
TM	10/30/2023	Reviewed file and pertinent documents to draft status conference statement; Drafted Status Conference statement in advance of upcoming Status Conference; email to and from OPC re Joint Status Conference Statement; Reviewed Defendant's revisions to Joint Statement, finalized for filing; advised HD re service and filing of Joint Status Conference Statement.	1.70	\$450.00	\$765.00
HD	10/30/2023	Update Service List. Execute and finalize Proof of Service. Process and submit the Joint Status Conference Statement to court for filing via On Legal and serve via Email.	0.50	\$250.00	\$125.00
SP	11/15/2023	Prepared and appeared for the Status Conference. Drafted Correspondence. Updated case file.	1.80	\$675.00	\$1,215.00
JH	08/28/2024	Discuss with SP re mediation	0.30	\$750.00	\$225.00
SP	08/28/2024	Reviewed correspondence and confirmed global mediation. Sent follow up email re: Mediation preliminary composition data and proposed mediators.	0.50	\$675.00	\$337.50
TM	09/10/2024	Reviewed Court's notice of continuance.	0.20	\$450.00	\$90.00
SP	09/10/2024	Reviewed correspondence and forwarded to AJB. Reviewed potential mediators.	0.30	\$675.00	\$202.50
SP	09/12/2024	Reviewed correspondence and sent follow up communication to OPC regarding proposed mediators and the stipulation to stay case for Mediation.	0.30	\$675.00	\$202.50
SP	09/16/2024	Reviewed correspondence, drafted and sent follow up email re: Mediation.	0.30	\$675.00	\$202.50
JH	09/16/2024	Additional corresp. w Defense counsel re	0.30	\$750.00	\$225.00

		proposed mediators; discuss with AJB			
JH	09/18/2024	F/u corresp. w defense counsel re mediator availability	0.30	\$750.00	\$225.00
HD	12/16/2024	Execute and finalize Proof of Service. Process and submit Joint Status Conference Statement to court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
SP	12/16/2024	Reviewed orders and docket. Reviewed Arbitration folder. Drafted and revised Joint Status Conference Statement. Sent Joint Status Conference Statement to OPC. Reviewed, revised and finalized Joint status conference statement based on OPC's revisions. Arranged for service and filing of Joint Status Conference statement.	1.30	\$675.00	\$877.50
SP	01/07/2025	Reveiwed and analyzed Joint Conference statement and proposed order. Communicated with OPC.	0.80	\$675.00	\$540.00
SP	01/09/2025	Prepared and appeared for Post Arbitration Status Conference. Drafted order and saved to file.	1.90	\$675.00	\$1,282.50
NDB	02/18/2025	Review sick pay and vacation pay claims. Legal research regarding the same. Analyze case file.	1.90	\$850.00	\$1,615.00
SP	03/10/2025	Reviewed and analyzed, complaint, correspondence and documents. Drafted, revised and finalized Mediation Data Request and served on Defendant.	1.10	\$675.00	\$742.50
SP	03/11/2025	Reveiwed correspondence from OPC. Updated POS.	0.30	\$675.00	\$202.50
SP	03/14/2025	Reveiwed documents from Jams re. Mediation ensured they were completed and saved to folder.	0.50	\$675.00	\$337.50
SP	03/19/2025	Reviewed and analyzed correspondence from JAMS re Mediation, deadlines and procedures.	0.50	\$675.00	\$337.50
JH	04/02/2025	Review/analyze mediation doc/data production by Defendant, and class composition email; circulate and send to expert for analysis; advise team	1.50	\$750.00	\$1,125.00
HD	04/03/2025	Receive and download Defendant's Documents for purposes of Mediation. Save the documents to the electronic file and upload and share with experts via Box.	0.30	\$250.00	\$75.00
NDB	04/03/2025	Review Court docket and case file. Analyze all discovery to date. Review arbitration proceedings. Analyze data produced by defendant for mediation. Prepare for mediation.	4.10	\$850.00	\$3,485.00
SP	04/03/2025	Reviewed and analyzed correspondence re	0.80	\$675.00	\$540.00

		Expert. Discussed with Team. Reached out to alternate expert for mediation analysis.			
JH	04/04/2025	Corresp w defense counsel re expert	0.20	\$750.00	\$150.00
JH	04/07/2025	Discuss with AJB; advise team re expert for mediation	0.30	\$750.00	\$225.00
NDB	04/09/2025	Review previous settlements with similar claims and pay periods for mediation valuation. Legal research PAGA penalties.	2.50	\$850.00	\$2,125.00
NDB	04/10/2025	Review pay stub exemplars for regular rate and wage statement claims. Legal research. Obtain background facts for mediation brief.	2.80	\$850.00	\$2,380.00
NDB	04/14/2025	Review doc file and facts. Draft mediation brief.	4.00	\$850.00	\$3,400.00
JH	04/17/2025	Review/analyze Defendant's suppl. mediation doc/data production; circulate and discuss with SP; advise; multiple corresp w expert re data and analysis	1.20	\$750.00	\$900.00
SB	04/17/2025	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
SP	04/17/2025	Reviewed and analyzed case notes, documents, pleadings and correspondence. Called and left voicemail for Client. Followed up with email to client re: discussion of case. Sent correspondence to OPC re: excel spreadsheet printed in PDF. Sent raw data to expert. Discussed with AJB.	2.40	\$675.00	\$1,620.00
JH	04/18/2025	Review/analyze further mediation production by Defendant; corresp w Defense re same	0.60	\$750.00	\$450.00
SP	04/18/2025	Followed up with OPC re: Plaintiff's ID number in data and excel and bonus policies as well as descriptions and written policies. Reviewed and analyzed additional data and documents and arranged for sending to expert.	2.20	\$675.00	\$1,485.00
JH	04/21/2025	Review meal break analysis from expert for mediation	0.30	\$750.00	\$225.00
SB	04/21/2025	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
SP	04/21/2025	Reviewed and analyzed defendant's mediation production and organized all documents. Created exhibit book for mediation and analyzed policies and procedures, wage statements and time sheets.	5.90	\$675.00	\$3,982.50
JH	04/22/2025	Multiple corresp w defense counsel and expert re mediation analysis; discuss with AJB and SP	1.00	\$750.00	\$750.00

SP	04/22/2025	Sent follow up correspondence to OPC re: Bonus and commissions policies. Reviewed correspondence from OPC. Discussed with Expert. Drafted, revised and finalized Mediation Brief for AJB review. Discussed with AJB.	4.50	\$675.00	\$3,037.50
JH	04/23/2025	Review regular rate mediation expert analysis for Plaintiff; discuss with expert	0.40	\$750.00	\$300.00
HD	04/23/2025	Receive and review email correspondence from opposing counsel. Update, edit and revise service list accordingly.	0.20	\$250.00	\$50.00
SB	04/23/2025	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	\$450.00	\$1,170.00
SP	04/23/2025	Reviewed and analyzed updated damages model from Expert for Mediation.	1.20	\$675.00	\$810.00
JH	04/25/2025	Review doc; advise AJB re issues at mediation; discuss with SP; corresp w expert re analysis	1.50	\$750.00	\$1,125.00
AB	04/25/2025	Prep and appear for mediation.	8.00	\$895.00	\$7,160.00
SB	04/25/2025	Attend mediation	8.00	\$450.00	\$3,600.00
JH	04/28/2025	Review mediator's proposal; discuss valuation and Kullar analysis with AJB	0.40	\$750.00	\$300.00
JH	05/01/2025	Review/analyze corresp re mediator's proposal acceptance; advise team; review draft MOU	0.30	\$750.00	\$225.00
JH	05/05/2025	Review Defendant's proposed revisions to MOU	0.30	\$750.00	\$225.00
AB	05/05/2025	Review redlines/prep/send responsive redlines re MOU.	3.00	\$895.00	\$2,685.00
JH	05/19/2025	Review MOU; discuss with AJB and KN; assess procedural posture and fees/costs; draft longform PAGA agreement; circulate to defense counsel for review	3.00	\$750.00	\$2,250.00
NDB	05/19/2025	Review mediation notes and results. Review MOU terms. Send MOU to Plaintiff. Review and respond to questions regarding terms and settlement amount.	1.30	\$850.00	\$1,105.00
JH	05/26/2025	Review draft agreement; send requests for settlement admin bids	0.30	\$750.00	\$225.00
JH	05/29/2025	Review/analyze Defendants' revisions to the longform PAGA and individual agreement; discuss with KN and ND	1.20	\$750.00	\$900.00
KN	06/04/2025	Review draft Agreement and Defendant's revisions; review memo from JH; respond to issues and advise JH	1.00	\$950.00	\$950.00

SP	06/09/2025	Reviewed and analyzed settlement agreement, MOU, pleadings, PAGA notices, Mediation brief and case notes. Drafted PAGA Approval Motion and Proposed Order Drafts. Sent to KN.	4.80	\$675.00	\$3,240.00
JH	06/11/2025	Review/analyze Defendant's further revisions to longform agreements; discuss with KN and ND	1.40	\$750.00	\$1,050.00
JH	06/12/2025	Discuss Defendant's settlement agreement revisions with KN; further revise and circulate to defense counsel	0.50	\$750.00	\$375.00
JH	06/13/2025	Review final agreement to ensure all revisions were accepted; circulate and advise team re sending to client for execution	0.30	\$750.00	\$225.00
JH	06/24/2025	F/u corresp w defense counsel re fully executed agreement; advise SP	0.30	\$750.00	\$225.00
JH	06/25/2025	Multiple corresp w client re execution of final agreement	0.40	\$750.00	\$300.00
SP	07/02/2025	Reviewed and analyzed MOU. Called and sent correspondence to Client for signature. Discussed with Team.	0.60	\$675.00	\$405.00
TM	07/07/2025	Review file; drafted Plaintiff's Declaration ISO Motion for PAGA Approval; email to client re declaration; discussed approval motion status with team.	2.50	\$450.00	\$1,125.00
TM	07/08/2025	Email from client re declaration ISO MPA; discussed status with team; reviewed client's declaration signed.	0.40	\$450.00	\$180.00
JH	07/14/2025	Discuss PAGA Approval motion with SP; review and advise	1.40	\$750.00	\$1,050.00
SP	07/15/2025	Reviewed and analyzed Long Form, MOU and PAGA Motion and revised PAGA Motion accordingly. Sent to KN for review. Sent email to Team ensuring time is entered timely for filing.	1.20	\$675.00	\$810.00
JH	07/28/2025	Review/further revise draft PAGA Approval motion; advise SP	0.80	\$750.00	\$600.00
KN	07/29/2025	Review draft motion for PAGA approval; memo to staff	1.00	\$950.00	\$950.00
TM	08/06/2025	Email from OPC re Motion for PAGA Approval.	0.20	\$450.00	\$90.00
TM	08/07/2025	Reviewed Defendant's revisions to Motion for PAGA Approval.	0.50	\$450.00	\$225.00
JH	08/07/2025	Review/analyze Defendant's proposed revisions to PAGA approval motion	0.40	\$750.00	\$300.00
SP	08/13/2025	Reviewed and analyzed revisions to PAGA	2.40	\$675.00	\$1,620.00

		approval motion from OPC. Requested costs and fees from team. Sent correspondence to OPC re: revisions.			
SP	08/22/2025	Reveiwed and analyzed fee and filing. Revised Motion and Declaration. Sent to KN. Finalized Motion, Declaration and Proposed Order and finalized for service and filing.	3.20	\$675.00	\$2,160.00
				Quantity Subtotal	138.4
				Services Subtotal	\$4,440.00

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	04/19/2022	Onelegal/Filing Fee	1.00	\$42.47	\$42.47
Expense	07/07/2022	Caseanywhere	1.00	\$135.00	\$135.00
Expense	09/28/2022	One Legal Invoice No. 04404624	1.00	\$17.19	\$17.19
Expense	10/09/2022	Case Anywhere Fees	1.00	\$135.00	\$135.00
Expense	01/09/2023	Case Anywhere Fee	1.00	\$135.00	\$135.00
Expense	01/19/2023	LA Superior Court - Research on case No. 21STC31959 Obtain copy of Court Order on Motion to Compel Arbitration.	1.00	\$5.40	\$5.40
Expense	01/19/2023	LA Superior Court - Research on case No. 19STC37794 Obtain copy of Court Order on Motion to Compel Arbitration.	1.00	\$5.80	\$5.80
Expense	01/29/2023	One Legal Invoice No. 04707901	1.00	\$17.66	\$17.66
Expense	02/02/2023	Lexis Nexis.	1.00	\$67.00	\$67.00
Expense	04/16/2023	Case Anywhere Fees.	1.00	\$135.00	\$135.00
Expense	05/25/2023	One Legal Invoice No. 05020789	1.00	\$17.66	\$17.66
Expense	06/08/2023	One Legal Invoice No. 05054841	1.00	\$17.66	\$17.66
Expense	11/17/2023	One Legal Invoice 05504472	1.00	\$17.66	\$17.66
Expense	12/16/2024	One Legal/Court Fees	1.00	\$21.37	\$21.37
Expense	03/19/2025	Mediation Fee - Jams	1.00	\$9,500.00	\$9,500.00
Expense	04/30/2025	Expert Fees - DM A.	1.00	\$6,200.00	\$6,200.00
				Expenses Subtotal	\$16,468.87

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	11.0	\$895.00	\$9,845.00
Scott Blumenthal	15.8	\$450.00	\$7,110.00
Nicholas De Blouw	16.6	\$850.00	\$14,110.00
Jeffrey Herman	35.5	\$750.00	\$26,625.00
Trevor Moran	12.6	\$450.00	\$5,670.00
Kyle Nordrehaug	2.5	\$950.00	\$2,375.00
Sergio Puche	42.6	\$675.00	\$28,755.00
Heather Drosi	1.8	\$250.00	\$450.00
Quantity Total			138.4
Subtotal			\$111,401.87
Total			\$111,401.87

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	09/21/2025	\$111,409.87	\$0.00	\$111,409.87
Outstanding Balance				\$111,401.87
Total Amount Outstanding				\$111,401.87

Please make all amounts payable to: Blumenthal Nordrehaug Bhowmik DeBlouw LLP

Please pay within 30 days.

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 CALLE CLARA
LA JOLLA, CA - California 92037-3107

INVOICE

Invoice # 2
Date: 08/22/2025
Due On: 09/21/2025

Chandrika Lortscher
17600 Chase St
Northridge, CA 91325

CA2467.002

D.R. Horton - Chandrika Lortscher/Arbitration

Services

Attorney	Date	Notes	Quantity	Rate	Total
RE	02/22/2023	Review arb complaint draft; email to TG re draft	0.50	\$675.00	\$337.50
SP	03/06/2023	Reviewed and analyzed correspondence. Sent response email with electronic service list.	0.40	\$675.00	\$270.00
JH	04/03/2023	Review/analyze/research potential arbitrators on panel; submit Plaintiff's strike list	0.70	\$750.00	\$525.00
JH	04/03/2023	Review/analyze Respondent's Answer	0.40	\$750.00	\$300.00
SP	04/03/2023	Reviewed and analyzed Respondent's answering statement. Discussed with team.	1.40	\$675.00	\$945.00
JH	04/17/2023	Review/analyze Arb Disclosures for potential DQ	0.40	\$750.00	\$300.00
JH	04/28/2023	Review/analyze preliminary arb orders and correspondence; circulate and advise team	0.40	\$750.00	\$300.00
SP	05/20/2023	Reviewed and analyzed proposed order template for use in this case with pleadings and dates.	0.90	\$675.00	\$607.50
TM	05/31/2023	Review and Analyze: Planned and prepared for upcoming arbitration management conference.	1.00	\$450.00	\$450.00
SP	05/31/2023	Reviewed and revised draft scheduling order. Discuss with TM.	1.10	\$675.00	\$742.50
SP	05/31/2023	Reviewed and analyzed docket, complaint, correspondence, documents and case notes.	1.80	\$675.00	\$1,215.00

		Analyzed and discussed Scheduling Order with TM. Reviewed, revised and finalized scheduling Order.			
TM	06/01/2023	Review and Analyze: Attended Arbitration management conference; Planned and prepared for conference; email to and from opposing counsel re conference.	1.20	\$450.00	\$540.00
JH	06/14/2023	Review/analyze initial documentation and CMO provided by arbitrator; circulate and advise team	0.30	\$750.00	\$225.00
JH	06/30/2023	Review/analyze Defendant's initial arb disclosures	0.30	\$750.00	\$225.00
SP	06/30/2023	Reviewed and analyzed documents, case notes, pleadings, attorney client communications and correspondence. Discussed facts, documents and witness information with client. Drafted, revised, finalized and served initial disclosures and redacted documents. Reviewed Initial disclosures received from OPC.	4.70	\$675.00	\$3,172.50
JH	07/20/2023	Review/analyze Defendant's meet and confer email re initial disclosures; advise SP	0.40	\$750.00	\$300.00
SP	07/26/2023	Reviewed correspondence from opposing counsel re discovery. Reviewed file, case notes, and documents. Prepared for and met and conferred with Counsel re discovery. Sent confirming communication. Updated case file.	1.90	\$675.00	\$1,282.50
SP	08/09/2023	Reviewed and analyzed OPC correspondence. Drafted, revised, finalized and served Supplemental initial disclosures.	2.20	\$675.00	\$1,485.00
HD	07/18/2024	Review and assess Arbitration Demand/ Complaint and allegations against Respondent. Draft Claimant's written discovery request, set one, including Request For Production, Request For Admission, Special Interrogatories, Notice of Deposition of Respondent's PMK and Proof of Service.	1.50	\$250.00	\$375.00
SP	07/19/2024	Reviewed and analyzed pleadings, correspondence, documents and case notes. Reviewed, analyzed, revised and finalized Discovery including RFP, RFA, SROGS and Deposition Notice. Arranged for service of Discovery. Updated team.	4.30	\$675.00	\$2,902.50
HD	07/22/2024	Contact Aptus and coordinate and reserve Court Reporter for Deposition of Respondent DR Horton's PMK noticed for 8/28/2024.	0.30	\$250.00	\$75.00
SP	07/23/2024	Reviewed and analyzed OPC's Requests for Production Discovery Requests.	0.70	\$675.00	\$472.50
TM	08/14/2024	Reviewed Respondent's Notice of Deposition.	0.30	\$450.00	\$135.00

SP	08/28/2024	Reviewed correspondence and arranged for extension on discovery responses and calendaring. Discussed stipulation to stay with team.	0.50	\$675.00	\$337.50
SP	09/06/2024	Reviewed correspondence and stipulation. Reviewed calendar and case notes and ensured continued MTC deadline was confirmed and calendared.	0.50	\$675.00	\$337.50
SP	09/11/2024	Reviewed correspondence from AAA and discussed with Team	0.30	\$675.00	\$202.50
JH	09/20/2024	Review draft stip to stay pending mediation	0.30	\$750.00	\$225.00
SP	09/23/2024	Reviewed, revised and finalized Stipulation to continue hearing and proposed order. Revised and finalized proof of service and sent stip and order to the AAA.	0.60	\$675.00	\$405.00
SP	09/24/2024	Reviewed calendar and case orders and corresponded with AAA and OPC re: Stipulation and Order and continued Evidentiary hearing.	1.20	\$675.00	\$810.00
SP	09/25/2024	Reviewed Arbitration Order and sent for upload and calendaring.	0.50	\$675.00	\$337.50
SP	10/02/2024	Reviewed calendar, docket and correspondence for upcoming deadline/appearance and advised team.	0.20	\$675.00	\$135.00
JH	06/04/2025	Further discuss defendant's settlement agreement revisions with KN; further revise and circulate to defendant	1.20	\$750.00	\$900.00

Quantity Subtotal **32.4**

Services Subtotal **\$20,872.50**

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	03/06/2023	AAA Filing Fees	1.00	\$362.25	\$362.25
Expenses Subtotal					\$362.25

Time Keeper	Quantity	Rate	Total
Ricardo Ehmann	0.5	\$675.00	\$337.50
Jeffrey Herman	4.4	\$750.00	\$3,300.00
Trevor Moran	2.5	\$450.00	\$1,125.00

Sergio Puche	23.2	\$675.00	\$15,660.00
Heather Drosi	1.8	\$250.00	\$450.00
Quantity Total			32.4
Subtotal			\$21,234.75
Total			\$21,234.75

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2	09/21/2025	\$21,234.75	\$0.00	\$21,234.75
Outstanding Balance				\$21,234.75
Total Amount Outstanding				\$21,234.75

Please make all amounts payable to: Blumenthal Nordrehaug Bhowmik DeBlouw LLP

Please pay within 30 days.

EXHIBIT 3

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

Aparajit Bhowmik

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

Nicholas J. De Blouw

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

Victoria Rivapalacio

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

Ricardo Ehmman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

Educated: University of California, Irvine; California Western School of Law

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

Educated: University of California, Irvine; California Western School of Law

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

Educated: University of Rhode Island; California Western School of Law

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles,

75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua*

Sponte Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris, (In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex

Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compiq Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United states District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente

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Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lešević v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porrás v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v.

Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesaver of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cyctec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT 4

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_c \frac{1}{2}$ Years Out of Law School $i_c \frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $i_c \frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_c \frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_c \frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $i_c \frac{1}{2}$ 4-7" on June 1, 1999, and tier $i_c \frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 5

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1004

July 29, 2021

CA2467

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

D.R. Horton Bay, Inc.
Certified Mail #70203160000075433111
C T Corporation System
330 N. Brand Blvd.
Glendale, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 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 D.R. Horton, Inc. and/or D.R. Horton Los Angeles Holding Company, Inc. and/or D.R. Horton Bay, Inc. and/or D.R. Horton LA North, Inc. and/or D.R. Horton, Inc. - Midwest in California and classified as non-exempt employees during the time period of July 29, 2020 until a date as determined by the Court. Our offices represent Plaintiff Chandrika Lortscher (“Plaintiff”) and other Aggrieved Employees in a lawsuit against D.R. Horton, Inc. and/or D.R. Horton Los Angeles Holding Company, Inc. and/or D.R. Horton Bay, Inc. and/or D.R. Horton LA North, Inc. and/or D.R. Horton, Inc. - Midwest (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee in the position of a Closing Coordinator from May of 2015 to May of 2021 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 at their correct regular rates of pay by including all non-discretionary incentive compensation, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiffs 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

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/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

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**WRITERS EXT:
1004**

July 29, 2021
CA2467

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency Online Filing	D.R. Horton, Inc. Certified Mail #70203160000075433142 C T Corporation System 330 N. Brand Blvd. Glendale, CA 91203
---	---

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 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.

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**WRITERS EXT:
1004**

**July 29, 2021
CA2467**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

**Labor and Workforce Development Agency
Online Filing**

**D.R. Horton Los Angeles Holding Company,
Inc.
Certified Mail #70203160000075433128
C T Corporation System
330 N. Brand Blvd.
Glendale, CA 91203**

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**WRITERS EXT:
1004**

July 29, 2021
CA2467

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Labor and Workforce Development Agency
Online Filing

D.R. Horton LA North, Inc.
Certified Mail #70203160000075433135
C T Corporation System
330 N. Brand Blvd.
Glendale, CA 91203

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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 CHANDRIKA LORTSCHER, an individual, on
behalf of herself and on behalf of all persons
11 similarly situated,

12
13 Plaintiff,

14 vs.

15 D.R. HORTON, INC., a Corporation; D.R.
16 HORTON LOS ANGELES HOLDING
COMPANY, INC., a Corporation; D.R. HORTON
17 BAY, INC., a Corporation; D.R. HORTON LA
NORTH, INC., a Corporation; D.R. HORTON,
18 INC. - MIDWEST, a Corporation; and DOES 1
through 50, inclusive,

19
20 Defendants.
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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 REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
7. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226; and,
8. FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203.

DEMAND FOR A JURY TRIAL

1 Plaintiff Chandrika Lortscher (“PLAINTIFF”), an individual, on behalf of herself and
2 all other similarly situated current and former employees alleges on information and belief,
3 except for his own acts and knowledge which are based on personal knowledge, the following:
4

5 **THE PARTIES**

6 1. Defendant D.R. Horton, Inc. is a Corporation that at all relevant times mentioned
7 herein conducted and continues to conduct substantial business in the state of California.

8 2. Defendant D.R. Horton Los Angeles Holding Company, Inc. is a Corporation that
9 at all relevant times mentioned herein conducted and continues to conduct substantial business
10 in the state of California.

11 3. Defendant D.R. Horton Bay, Inc. is a Corporation that at all relevant times
12 mentioned herein conducted and continues to conduct substantial business in the state of
13 California.

14 4. Defendant D.R. Horton LA North, Inc. is a Corporation that at all relevant times
15 mentioned herein conducted and continues to conduct substantial business in the state of
16 California.

17 5. Defendant D.R. Horton, Inc. - Midwest is a Corporation that at all relevant times
18 mentioned herein conducted and continues to conduct substantial business in the state of
19 California.

20 6. PLAINTIFF alleges there has existed a unity of interest and ownership between
21 D.R. Horton, Inc., D.R. Horton Los Angeles Holding Company, Inc., D.R. Horton Bay, Inc.,
22 D.R. Horton LA North, Inc., D.R. Horton, Inc. - Midwest such that any individuality and
23 separateness between the entities has ceased and all Defendants are referred to herein as
24 “DEFENDANT.”

25 7. PLAINTIFF alleges that DOES 1-50 are the partners, agents, owners, or managers
26 of DEFENDANT at all relevant times. PLAINTIFF alleges there has existed a unity of interest
27 and ownership between DEFENDANT such that any individuality and separateness between
28 the entities has ceased. D.R. Horton, Inc., D.R. Horton Los Angeles Holding Company, Inc.,

1 D.R. Horton Bay, Inc., D.R. Horton LA North, Inc., D.R. Horton, Inc. - Midwest and DOES 1-
2 50 are therefore alter egos of each other. Adherence to the fiction of the separate existence of
3 DEFENDANT would permit an abuse of the corporate privilege, and would promote injustice
4 by protecting DEFENDANT from liability for the wrongful acts committed by them.

5 8. PLAINTIFF further alleges that Defendants are the alter egos of each other for
6 the following reasons:

7 (A) On the California Secretary of State's website
8 (<https://businesssearch.sos.ca.gov/>) D.R. Horton, Inc., D.R. Horton Los
9 Angeles Holding Company, Inc., D.R. Horton Bay, Inc., D.R. Horton LA
10 North, Inc., D.R. Horton, Inc. - Midwest have the same entity address
11 and/or mailing address and/or Agent for Service of Process; and,

12 (B) On information and belief D.R. Horton, Inc., D.R. Horton Los Angeles
13 Holding Company, Inc., D.R. Horton Bay, Inc., D.R. Horton LA North,
14 Inc., D.R. Horton, Inc. - Midwest utilize the same standardized
15 employment forms and issue the same employment policies.

16 9. DEFENDANT operates a homebuilding company.

17 10. PLAINTIFF was employed by DEFENDANT in California from May of 2015
18 until May of 2021 and was at all times classified by DEFENDANT as a non-exempt employee,
19 paid on an hourly basis, and entitled to the legally required meal and rest periods and payment
20 of minimum and overtime wages due for all time worked.

21 11. PLAINTIFF brings this Class Action on behalf of herself and a California class,
22 defined as all individuals who are or previously were employed by D.R. Horton, Inc., and/or
23 D.R. Horton Los Angeles Holding Company, Inc., and/or D.R. Horton Bay, Inc., and/or D.R.
24 Horton LA North, Inc., and/or D.R. Horton, Inc. - Midwest in California and classified as non-
25 exempt employees (the "CALIFORNIA CLASS") at any time during the period beginning four
26 (4) years prior to the filing of this Complaint and ending on the date as determined by the Court
27 (the "CALIFORNIA CLASS PERIOD"). The amount in controversy for the aggregate claim
28 of CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

1 12. PLAINTIFF brings this Class Action on behalf of herself and a CALIFORNIA
2 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during
3 the CALIFORNIA CLASS PERIOD caused by DEFENDANT's policy and practice which
4 failed to lawfully compensate these employees. DEFENDANT's policy and practice alleged
5 herein was an unlawful, unfair and deceptive business practice whereby DEFENDANT retained
6 and continues to retain wages due PLAINTIFF and the other members of the CALIFORNIA
7 CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction
8 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and
9 the other members of the CALIFORNIA CLASS who have been economically injured by
10 DEFENDANT's past and current unlawful conduct, and all other appropriate legal and
11 equitable relief.

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

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

THE CONDUCT

15. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. DEFENDANT required PLAINTIFF and CALIFORNIA CLASS Members to work without paying them for all the time they were under DEFENDANT's control. Specifically, DEFENDANT required PLAINTIFF to work while clocked out during what was supposed to be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by work assignments while clocked out for what should have been PLAINTIFF's off-duty meal break. DEFENDANT, as a matter of established company policy and procedure, administered a uniform practice of rounding the actual time worked and recorded by PLAINTIFF and CALIFORNIA CLASS Members, always to the benefit of DEFENDANT, so that during the course of their employment, PLAINTIFF and CALIFORNIA CLASS Members were paid less than they would have been paid had they been paid for actual recorded time rather than "rounded" time. DEFENDANT's policy and practice not to pay PLAINTIFF and other CALIFORNIA CLASS Members for all time worked, is evidenced by DEFENDANT's business records. As a result, DEFENDANT failed to pay PLAINTIFF and other CALIFORNIA CLASS Members the proper minimum and overtime wages.

16. In addition, State and federal law provides that employees must be paid overtime and meal and rest break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF and other CALIFORNIA CLASS Members were compensated at an hourly rate plus incentive pay that is tied to specific elements of an employee's performance.

17. The second component of PLAINTIFF's and other CALIFORNIA CLASS Members' compensation was DEFENDANT's non-discretionary incentive program that paid PLAINTIFF and other CALIFORNIA CLASS Members incentive wages based on their performance for DEFENDANT. The non-discretionary incentive program provided all employees paid on an hourly basis with incentive compensation when the employees met the

1 various performance goals set by DEFENDANT. However, when calculating the regular rate
2 of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and other
3 CALIFORNIA CLASS Members, DEFENDANT failed to include the incentive compensation
4 as part of the employees' "regular rate of pay" for purposes of calculating overtime and meal
5 and rest break premium pay. As a matter of law, the incentive compensation received by
6 PLAINTIFF and other CALIFORNIA CLASS Members must be included in the "regular rate
7 of pay." The failure to do so has resulted in an underpayment of overtime compensation and
8 meal and rest break premium pay to PLAINTIFF and other CALIFORNIA CLASS Members
9 by DEFENDANT.

10 18. DEFENDANT underpaid sick pay wages to PLAINTIFF and other CALIFORNIA
11 CLASS Members by failing to pay such wages at the regular rate of pay. Specifically,
12 PLAINTIFF and other non-exempt employees earn non-discretionary remuneration, including
13 but not limited to, incentives, shift differential pay, and bonuses. Rather than pay sick pay at
14 the regular rate of pay, DEFENDANT underpaid sick pay to PLAINTIFF and other
15 CALIFORNIA CLASS Members at their base rates of pay.

16 19. Cal. Lab. Code § 204 provides that "[a]ll wages. . . earned by any person in any
17 employment are due and payable twice during each calendar month, on days designated in
18 advance by the employer as the regular paydays." Further, Cal. Lab. Code § 204(a) expressly
19 requires employers to pay employees all wages owed within eleven (11) days of the close of the
20 payroll period. DEFENDANT from time to time failed to pay PLAINTIFF and other
21 CALIFORNIA CLASS Members all wages owed to them within eleven (11) days of the close
22 of the payroll period.

23 20. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer
24 to collect or receive from an employee any part of wages theretofore paid by said employer to
25 said employee." DEFENDANT failed to pay all compensation due to PLAINTIFF and other
26 CALIFORNIA LABOR SUB-CLASS Members, made unlawful deductions from compensation
27 payable to PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members, failed to disclose
28 all aspects of the deductions from compensation payable to PLAINTIFF and CALIFORNIA

1 LABOR SUB-CLASS Members, and thereby failed to pay these employees all wages due at
2 each applicable pay period and upon termination. PLAINTIFF and members of the
3 CALIFORNIA LABOR SUB-CLASS seek recovery of all illegal deductions from wages
4 according to proof, related penalties, interest, attorney fees and costs.

5 21. As a result of their rigorous work schedules, PLAINTIFF and other
6 CALIFORNIA CLASS Members were from time to time unable to take thirty (30) minute off
7 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and
8 other CALIFORNIA CLASS Members were required from time to time to perform work as
9 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving a
10 meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
11 CALIFORNIA CLASS Members with a second off-duty meal period for some workdays in
12 which these employees were required by DEFENDANT to work ten (10) hours of work.
13 PLAINTIFF and other members of the CALIFORNIA CLASS therefore forfeited meal breaks
14 without additional compensation and in accordance with DEFENDANT's corporate policy and
15 practice.

16 22. During the CALIFORNIA CLASS PERIOD, PLAINTIFF and other
17 CALIFORNIA CLASS Members were also required from time to time to work in excess of four
18 (4) hours without being provided ten (10) minute rest periods. Further, these employees were
19 denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two
20 (2) to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
21 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
22 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours
23 or more from time to time. PLAINTIFF and other CALIFORNIA CLASS Members were also
24 not provided with one hour wages in lieu thereof. Additionally, the applicable California Wage
25 Order requires employers to provide employees with off-duty rest periods, which the California
26 Supreme Court defined as time during which an employee is relieved from all work related
27 duties and free from employer control. In so doing, the Court held that the requirement under
28 California law that employers authorize and permit all employees to take rest period means that

1 employers must relieve employees of all duties and relinquish control over how employees
2 spend their time which includes control over the locations where employees may take their rest
3 period. Employers cannot impose controls that prohibit an employee from taking a brief walk -
4 five minutes out, five minutes back. Here, DEFENDANT's policy restricted PLAINTIFF and
5 other CALIFORNIA CLASS Members from unconstrained walks and was unlawful based on
6 DEFENDANT's rule which stated PLAINTIFF and other CALIFORNIA CLASS Members
7 could not leave the work premises during their rest period. As a result of PLAINTIFF being
8 required to be present on the premises he was from time to time required by DEFENDANT to
9 work during what should of been his off duty rest period.

10 23. During the CALIFORNIA CLASS PERIOD, DEFENDANT failed to accurately
11 record and pay PLAINTIFF and other CALIFORNIA CLASS Members for the actual amount
12 of time these employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
13 DEFENDANT is required to pay PLAINTIFF and other CALIFORNIA CLASS Members for
14 all time worked, meaning the time during which an employee was subject to the control of an
15 employer, including all the time the employee was permitted or suffered to permit this work.
16 DEFENDANT required these employees to work off the clock without paying them for all the
17 time they were under DEFENDANT's control. Specifically, PLAINTIFF worked through his
18 various meal and rest breaks as he was often interrupted by clients and their immediate needs. This
19 work also was done off-the-clock. As such, DEFENDANT knew or should have known that
20 PLAINTIFF and the other members of the CALIFORNIA CLASS were under compensated for
21 all time worked. As a result, PLAINTIFF and other CALIFORNIA CLASS Members forfeited
22 time worked by working without their time being accurately recorded and without compensation
23 at the applicable minimum wage and overtime wage rates. To the extent that the time worked
24 off the clock did not qualify for overtime premium payment, DEFENDANT failed to pay
25 minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194,
26 1197, and 1197.1.

27 24. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
28 PLAINTIFF and the other CALIFORNIA CLASS Members for required business expenses

1 incurred by PLAINTIFF and other CALIFORNIA CLASS Members in direct consequence
2 of discharging their duties on behalf of DEFENDANT. Under California Labor Code
3 Section 2802, employers are required to indemnify employees for all expenses incurred in
4 the course and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an
5 employer shall indemnify his or her employee for all necessary expenditures or losses
6 incurred by the employee in direct consequence of the discharge of his or her duties, or of
7 his or her obedience to the directions of the employer, even though unlawful, unless the
8 employee, at the time of obeying the directions, believed them to be unlawful."

9 25. In the course of their employment PLAINTIFF and other CALIFORNIA
10 CLASS Members as a business expense, were required by DEFENDANT to use their own
11 personal cellular phones as a result of and in furtherance of their job duties as employees for
12 DEFENDANT but were not reimbursed or indemnified by DEFENDANT for the cost
13 associated with the use of their personal cellular phones for DEFENDANT's benefit. As a
14 result, in the course of their employment with DEFENDANT, PLAINTIFF and other
15 members of the CALIFORNIA CLASS incurred unreimbursed business expenses which
16 included, but were not limited to, costs related to the use of their personal cellular phones,
17 all on behalf of and for the benefit of DEFENDANT.

18 26. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
19 other members of the CALIFORNIA LABOR SUB-CLASS with complete and accurate
20 wage statements which failed to show, among other things, the correct gross and net wages
21 earned. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her
22 employees with an accurate itemized wage statement in writing showing, among other
23 things, gross wages earned and all applicable hourly rates in effect during the pay period and
24 the corresponding amount of time worked at each hourly rate. PLAINTIFF and
25 CALIFORNIA LABOR SUB-CLASS Members were paid on an hourly basis. As such, the
26 wage statements should reflect all applicable hourly rates during the pay period and the total
27 hours worked, and the applicable pay period in which the wages were earned pursuant to
28 California Labor Code Section 226(a)(2). The wage statements DEFENDANT provided to

1 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members failed to identify
2 such information. DEFENDANT also violated Cal. Lab. Code Section 226(a)(8) by failing to list
3 the correct legal entity that employed PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS
4 Members. Aside, from the violations listed above in this paragraph, DEFENDANT failed to issue to
5 PLAINTIFF an itemized wage statement that lists all the requirements under California Labor Code
6 226 *et seq.* As a result, DEFENDANT from time to time provided PLAINTIFF and the other
7 members of the CALIFORNIA CLASS with wage statements which violated Cal. Lab. Code
8 § 226.

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

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

29. Specifically as to PLAINTIFF, DEFENDANT failed to provide all the legally required off-duty meal and rest breaks to her as required by the applicable Wage Order and Labor Code and failed to pay his all minimum and overtime wages due to her. DEFENDANT did not have a policy or practice which provided timely off-duty meal and rest breaks to PLAINTIFF and also failed to compensate PLAINTIFF for his missed meal and rest breaks. The nature of the work performed by the PLAINTIFF did not prevent her from being relieved of all of his duties for the legally required off-duty meal periods. As a result, DEFENDANT's failure to provide PLAINTIFF with the legally required meal periods is evidenced by DEFENDANT's business records. To date, DEFENDANT has not fully paid PLAINTIFF the overtime compensation still owed to her or any penalty wages owed to her under Cal. Lab. Code § 203.

JURISDICTION AND VENUE

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

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

THE CALIFORNIA CLASS

32. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and Deceptive Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL") as a Class Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a

1 California class, defined as all individuals who are or previously were employed by D.R.
2 Horton, Inc., and/or D.R. Horton Los Angeles Holding Company, Inc., and/or D.R. Horton
3 Bay, Inc., and/or D.R. Horton LA North, Inc., and/or D.R. Horton, Inc. - Midwest in
4 California and classified as non-exempt employees (the "CALIFORNIA CLASS") at any
5 time during the period beginning four (4) years prior to the filing of this Complaint and
6 ending on the date as determined by the Court (the "CALIFORNIA CLASS PERIOD").
7 The amount in controversy for the aggregate claim of CALIFORNIA CLASS Members is
8 under five million dollars (\$5,000,000.00).

9 33. 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 34. DEFENDANT, in violation of the applicable Labor Code, Industrial Welfare
13 Commission ("IWC") Wage Order requirements, and the applicable provisions of California
14 law, intentionally, knowingly, and wilfully, engaged in a practice whereby DEFENDANT
15 failed to record all meal and rest breaks missed by PLAINTIFF and other CALIFORNIA
16 CLASS Members, even though DEFENDANT enjoyed the benefit of this work, required
17 employees to perform this work and permits or suffers to permit this work.

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

27 36. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA
28 CLASS Members is impracticable.

1 37. DEFENDANT violated the rights of the CALIFORNIA CLASS under
2 California law by:

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

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

- 21 (a) The persons who comprise the CALIFORNIA CLASS are so numerous
22 that the joinder of all such persons is impracticable and the disposition
23 of their claims as a class will benefit the parties and the Court;
- 24 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief
25 issues that are raised in this Complaint are common to the
26 CALIFORNIA CLASS will apply to every member of the
27 CALIFORNIA CLASS;
28

1 (c) The claims of the representative PLAINTIFF are typical of the claims
2 of each member of the CALIFORNIA CLASS. PLAINTIFF, like all
3 the other members of the CALIFORNIA CLASS, was classified as a
4 non-exempt employee paid on an hourly basis who was subjected to the
5 DEFENDANT's deceptive practice and policy which failed to provide
6 the legally required meal and rest periods to the CALIFORNIA CLASS
7 and thereby underpaid compensation to PLAINTIFF and
8 CALIFORNIA CLASS. PLAINTIFF sustained economic injury as a
9 result of DEFENDANT's employment practices. PLAINTIFF and the
10 members of the CALIFORNIA CLASS were and are similarly or
11 identically harmed by the same unlawful, deceptive, and unfair
12 misconduct engaged in by DEFENDANT; and,

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

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

23 (a) Without class certification and determination of declaratory, injunctive,
24 statutory and other legal questions within the class format, prosecution
25 of separate actions by individual members of the CALIFORNIA
26 CLASS will create the risk of:

27 1) Inconsistent or varying adjudications with respect to individual
28 members of the CALIFORNIA CLASS which would establish

1 incompatible standards of conduct for the parties opposing the
2 CALIFORNIA CLASS; and/or,

3 2) Adjudication with respect to individual members of the
4 CALIFORNIA CLASS which would as a practical matter be
5 dispositive of interests of the other members not party to the
6 adjudication or substantially impair or impede their ability to
7 protect their interests.

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

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

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

27 1) The interests of the members of the CALIFORNIA CLASS in
28 individually controlling the prosecution or defense of separate

1 actions in that the substantial expense of individual actions will
2 be avoided to recover the relatively small amount of economic
3 losses sustained by the individual CALIFORNIA CLASS
4 Members when compared to the substantial expense and burden
5 of individual prosecution of this litigation;

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

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

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

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

24 4) A class action is superior to other available methods for the fair
25 and efficient adjudication of this litigation because class
26 treatment will obviate the need for unduly and unnecessary
27 duplicative litigation that is likely to result in the absence of
28

1 certification of this action pursuant to Cal. Code of Civ. Proc. §
2 382.

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

- 5 (a) The questions of law and fact common to the CALIFORNIA CLASS
6 predominate over any question affecting only individual CALIFORNIA
7 CLASS Members because the DEFENDANT's employment practices
8 are applied with respect to the CALIFORNIA CLASS;
- 9 (b) A Class Action is superior to any other available method for the fair
10 and efficient adjudication of the claims of the members of the
11 CALIFORNIA CLASS because in the context of employment litigation
12 a substantial number of individual CALIFORNIA CLASS Members
13 will avoid asserting their rights individually out of fear of retaliation or
14 adverse impact on their employment;
- 15 (c) The members of the CALIFORNIA CLASS are so numerous that it is
16 impractical to bring all members of the CALIFORNIA CLASS before
17 the Court;
- 18 (d) PLAINTIFF, and the other CALIFORNIA CLASS Members, will not
19 be able to obtain effective and economic legal redress unless the action
20 is maintained as a Class Action;
- 21 (e) There is a community of interest in obtaining appropriate legal and
22 equitable relief for the acts of unfair competition, statutory violations
23 and other improprieties, and in obtaining adequate compensation for
24 the damages and injuries which DEFENDANT's actions have inflicted
25 upon the CALIFORNIA CLASS;
- 26 (f) There is a community of interest in ensuring that the combined assets of
27 DEFENDANT are sufficient to adequately compensate the members of
28 the CALIFORNIA CLASS for the injuries sustained;

- 1 (g) DEFENDANT has acted or refused to act on grounds generally
2 applicable to the CALIFORNIA CLASS, thereby making final class-
3 wide relief appropriate with respect to the CALIFORNIA CLASS as a
4 whole;
- 5 (h) The members of the CALIFORNIA CLASS are readily ascertainable
6 from the business records of DEFENDANT; and,
- 7 (i) Class treatment provides manageable judicial treatment calculated to
8 bring a efficient and rapid conclusion to all litigation of all wage and
9 hour related claims arising out of the conduct of DEFENDANT as to
10 the members of the CALIFORNIA CLASS.

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

16
17 **THE CALIFORNIA LABOR SUB-CLASS**

18 42. PLAINTIFF further brings the Second, Third, Fourth, Fifth, Sixth, Seventh,
19 and Eighth Causes of Action on behalf of a California sub-class, defined as all members of
20 the CALIFORNIA CLASS who are or previously were employed by D.R. Horton, Inc.,
21 and/or D.R. Horton Los Angeles Holding Company, Inc., and/or D.R. Horton Bay, Inc.,
22 and/or D.R. Horton LA North, Inc., and/or D.R. Horton, Inc. - Midwest in California and
23 classified as non-exempt employees (the "CALIFORNIA LABOR SUB-CLASS") at any
24 time during the period beginning three (3) years prior to the filing of this Complaint and
25 ending on the date as determined by the Court(the "CALIFORNIA LABOR SUB-CLASS
26 PERIOD") pursuant to Cal. Code of Civ. Proc. § 382. The amount in controversy for the
27 aggregate claim of CALIFORNIA LABOR SUB-CLASS Members is under five million
28 dollars (\$5,000,000.00).

1 43. DEFENDANT, in violation of the applicable Labor Code, Industrial Welfare
2 Commission (“IWC”) Wage Order requirements, and the applicable provisions of California
3 law, intentionally, knowingly, and wilfully, engaged in a practice whereby DEFENDANT
4 failed to correctly calculate compensation for the time worked by PLAINTIFF and the other
5 members of the CALIFORNIA LABOR SUB-CLASS and reporting time wages owed to
6 these employees, even though DEFENDANT enjoyed the benefit of this work, required
7 employees to perform this work and permitted or suffered to permit this work.
8 DEFENDANT has denied these CALIFORNIA LABOR SUB-CLASS Members wages to
9 which these employees are entitled in order to unfairly cheat the competition and unlawfully
10 profit. To the extent equitable tolling operates to toll claims by the CALIFORNIA LABOR
11 SUB-CLASS against DEFENDANT, the CALIFORNIA LABOR SUB-CLASS PERIOD
12 should be adjusted accordingly.

13 44. DEFENDANT maintains records from which the Court can ascertain and
14 identify by name and job title, each of DEFENDANT’s employees who have been
15 intentionally subjected to DEFENDANT’s company policy, practices and procedures as
16 herein alleged. PLAINTIFF will seek leave to amend the complaint to include any
17 additional job titles of similarly situated employees when they have been identified.

18 45. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all
19 CALIFORNIA LABOR SUB-CLASS Members is impracticable.

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

- 22 (a) Whether DEFENDANT unlawfully failed to correctly calculate and pay
23 compensation due to members of the CALIFORNIA LABOR SUB-
24 CLASS for missed meal and rest breaks in violation of the California
25 Labor Code and California regulations and the applicable California
26 Wage Order;

- 1 (b) Whether DEFENDANT failed to provide the PLAINTIFF and the other
2 members of the CALIFORNIA LABOR SUB-CLASS with accurate
3 itemized wage statements;
- 4 (c) Whether DEFENDANT has engaged in unfair competition by the
5 above-listed conduct;
- 6 (d) The proper measure of damages and penalties owed to the members of
7 the CALIFORNIA LABOR SUB-CLASS; and,
- 8 (e) Whether DEFENDANT's conduct was willful.

9 47. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-
10 CLASS under California law by:

- 11 (a) Violating Cal. Lab. Code §§ 510, *et seq.*, by failing to correctly pay the
12 PLAINTIFF and the members of the CALIFORNIA LABOR SUB-
13 CLASS all wages due for overtime worked, for which DEFENDANT is
14 liable pursuant to Cal. Lab. Code § 1194;
- 15 (b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq.*, by failing to
16 accurately pay PLAINTIFF and the members of the CALIFORNIA
17 LABOR SUB-CLASS the correct minimum wage pay for which
18 DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;
- 19 (c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and
20 the members of the CALIFORNIA LABOR SUB-CLASS with an
21 accurate itemized statement in writing showing the corresponding
22 correct amount of wages earned by the employee;
- 23 (d) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide
24 PLAINTIFF and the other members of the CALIFORNIA LABOR
25 SUB-CLASS with all legally required off-duty, uninterrupted thirty
26 (30) minute meal breaks and the legally required off-duty rest breaks;
27 and,
- 28

- 1 (f) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF
2 and the CALIFORNIA LABOR SUB-CLASS members with necessary
3 expenses incurred in the discharge of their job duties; and,
4 (g) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that
5 when an employee is discharged or quits from employment, the
6 employer must pay the employee all wages due without abatement, by
7 failing to tender full payment and/or restitution of wages owed or in the
8 manner required by California law to the members of the
9 CALIFORNIA LABOR SUB-CLASS who have terminated their
10 employment.

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

- 13 (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS
14 are so numerous that the joinder of all CALIFORNIA LABOR SUB-
15 CLASS Members is impracticable and the disposition of their claims as
16 a class will benefit the parties and the Court;
17 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief
18 issues that are raised in this Complaint are common to the
19 CALIFORNIA LABOR SUB-CLASS and will apply to every member
20 of the CALIFORNIA LABOR SUB-CLASS;
21 (c) The claims of the representative PLAINTIFF are typical of the claims
22 of each member of the CALIFORNIA LABOR SUB-CLASS.
23 PLAINTIFF, like all the other members of the CALIFORNIA LABOR
24 SUB-CLASS, was a non-exempt employee paid on an hourly basis who
25 was subjected to the DEFENDANT's practice and policy which failed
26 to pay the correct amount of wages due to the CALIFORNIA LABOR
27 SUB-CLASS. PLAINTIFF sustained economic injury as a result of
28 DEFENDANT's employment practices. PLAINTIFF and the members

1 of the CALIFORNIA LABOR SUB-CLASS were and are similarly or
2 identically harmed by the same unlawful, deceptive, and unfair
3 misconduct engaged in by DEFENDANT; and,

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

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

- 15 (a) Without class certification and determination of declaratory, injunctive,
16 statutory and other legal questions within the class format, prosecution
17 of separate actions by individual members of the CALIFORNIA
18 LABOR SUB-CLASS will create the risk of:
- 19 1) Inconsistent or varying adjudications with respect to individual
20 members of the CALIFORNIA LABOR SUB-CLASS which
21 would establish incompatible standards of conduct for the
22 parties opposing the CALIFORNIA LABOR SUB-CLASS; or,
 - 23 2) Adjudication with respect to individual members of the
24 CALIFORNIA LABOR SUB-CLASS which would as a
25 practical matter be dispositive of interests of the other members
26 not party to the adjudication or substantially impair or impede
27 their ability to protect their interests.
- 28

- 1 (b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have
2 acted or refused to act on grounds generally applicable to the
3 CALIFORNIA LABOR SUB-CLASS, making appropriate class-wide
4 relief with respect to the CALIFORNIA LABOR SUB-CLASS as a
5 whole in that DEFENDANT fails to pay all wages due. Including the
6 correct wages for all time worked by the members of the
7 CALIFORNIA LABOR SUB-CLASS as required by law;
- 8 (c) Common questions of law and fact predominate as to the members of
9 the CALIFORNIA LABOR SUB-CLASS, with respect to the practices
10 and violations of California Law as listed above, and predominate over
11 any question affecting only individual CALIFORNIA LABOR SUB-
12 CLASS Members, and a Class Action is superior to other available
13 methods for the fair and efficient adjudication of the controversy,
14 including consideration of:
- 15 1) The interests of the members of the CALIFORNIA LABOR
16 SUB-CLASS in individually controlling the prosecution or
17 defense of separate actions in that the substantial expense of
18 individual actions will be avoided to recover the relatively small
19 amount of economic losses sustained by the individual
20 CALIFORNIA LABOR SUB-CLASS Members when compared
21 to the substantial expense and burden of individual prosecution
22 of this litigation;
- 23 2) Class certification will obviate the need for unduly duplicative
24 litigation that would create the risk of:
- 25 A. Inconsistent or varying adjudications with respect to
26 individual members of the CALIFORNIA LABOR SUB-
27 CLASS, which would establish incompatible standards of
28 conduct for the DEFENDANT; and/or,

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

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

13 4) A class action is superior to other available methods for the fair
14 and efficient adjudication of this litigation because class
15 treatment will obviate the need for unduly and unnecessary
16 duplicative litigation that is likely to result in the absence of
17 certification of this action pursuant to Cal. Code of Civ. Proc. §
18 382.

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

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

24 (b) A Class Action is superior to any other available method for the fair
25 and efficient adjudication of the claims of the members of the
26 CALIFORNIA LABOR SUB-CLASS because in the context of
27 employment litigation a substantial number of individual
28 CALIFORNIA LABOR SUB-CLASS Members will avoid asserting

1 their rights individually out of fear of retaliation or adverse impact on
2 their employment;

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

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

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

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

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

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

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

1 hour related claims arising out of the conduct of DEFENDANT as to
2 the 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 51. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege
9 and incorporate by this reference, as though fully set forth herein, the prior paragraphs of
10 this Complaint.

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

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

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

26 Cal. Bus. & Prof. Code § 17203.

27 54. By the conduct alleged herein, DEFENDANT has engaged and continues to
28 engage in a business practice which violates California law, including but not limited to, the
applicable Industrial Wage Order(s), the California Code of Regulations and the California
Labor Code including Sections 204, 210, 221, 226.7, 246, 351, 510, 512, 1194, 1197,
1197.1, 1198 & 2802, the Fair Labor Standards Act and federal regulations promulgated

1 thereunder, for which this Court should issue declaratory and other equitable relief pursuant
2 to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct
3 held to constitute unfair competition, including restitution of wages wrongfully withheld.

4 55. By the conduct alleged herein, DEFENDANT's practices were unlawful and
5 unfair in that these practices violate public policy, were immoral, unethical, oppressive,
6 unscrupulous or substantially injurious to employees, and were without valid justification or
7 utility for which this Court should issue equitable and injunctive relief pursuant to Section
8 17203 of the California Business & Professions Code, including restitution of wages
9 wrongfully withheld.

10 56. By the conduct alleged herein, DEFENDANT's practices were deceptive and
11 fraudulent in that DEFENDANT's policy and practice failed to provide the legally mandated
12 meal and rest periods, the required amount of compensation for missed meal and rest
13 periods and overtime and minimum wages owed, failed to timely pay wages, and failed to
14 reimburse all necessary business expenses incurred, due to a business practice that cannot be
15 justified, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission
16 requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court
17 should issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203,
18 including restitution of wages wrongfully withheld.

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

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

27 59. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each
28 CALIFORNIA CLASS Member, one (1) hour of pay for each workday in which an off-duty

1 meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of
2 pay for each workday in which a second off-duty meal period was not timely provided for
3 each ten (10) hours of work.

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

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

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

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

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

65. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain, speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As a result of the unlawful and unfair business practices described herein, PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal and economic harm unless DEFENDANT is restrained from continuing to engage in these unlawful and unfair business practices.

SECOND CAUSE OF ACTION

For Failure To Pay Minimum Wages

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

(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS

and Against All Defendants)

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

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

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

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

1 70. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid
2 wages, including minimum wage compensation and interest thereon, together with the costs
3 of suit.

4 71. DEFENDANT maintained a wage practice of paying PLAINTIFF and the
5 other members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct
6 amount of time they work. As set forth herein, DEFENDANT's policy and practice was to
7 unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the
8 other members of the CALIFORNIA LABOR SUB-CLASS.

9 72. DEFENDANT's unlawful wage and hour practices manifested, without
10 limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of
11 implementing a policy and practice that denies accurate compensation to PLAINTIFF and
12 the other members of the CALIFORNIA LABOR SUB-CLASS in regards to minimum
13 wage pay.

14 73. In committing these violations of the California Labor Code, DEFENDANT
15 inaccurately calculated the correct time worked and consequently underpaid the actual time
16 worked by PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS.
17 DEFENDANT acted in an illegal attempt to avoid the payment of all earned wages, and
18 other benefits in violation of the California Labor Code, the Industrial Welfare Commission
19 requirements and other applicable laws and regulations.

20 74. As a direct result of DEFENDANT's unlawful wage practices as alleged
21 herein, PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did
22 not receive the correct minimum wage compensation for their time worked for
23 DEFENDANT.

24 75. During the CALIFORNIA LABOR SUB-CLASS PERIOD, DEFENDANT
25 required, permitted or suffered PLAINTIFF and CALIFORNIA LABOR SUB-CLASS
26 Members to work without paying them for all the time they were under DEFENDANT's
27 control. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the
28

1 other members of the CALIFORNIA LABOR SUB-CLASS were paid less for time worked
2 that they were entitled to, constituting a failure to pay all earned wages.

3 76. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
4 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
5 CLASS for the true time they worked, PLAINTIFF and the other members of the
6 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an
7 economic injury in amounts which are presently unknown to them and which will be
8 ascertained according to proof at trial.

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

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

24 79. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
25 CLASS therefore request recovery of all unpaid wages, including overtime wages,
26 according to proof, interest, statutory costs, as well as the assessment of any statutory
27 penalties against DEFENDANT, in a sum as provided by the California Labor Code and/or
28 other applicable statutes. To the extent overtime compensation is determined to be owed to

1 the CALIFORNIA LABOR SUB-CLASS Members who have terminated their employment,
2 DEFENDANT’S conduct also violates Labor Code §§ 201 and/or 202, and therefore these
3 individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which
4 penalties are sought herein on behalf of these CALIFORNIA LABOR SUB-CLASS
5 Members. DEFENDANT’s conduct as alleged herein was willful, intentional and not in
6 good faith. Further, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members
7 are entitled to seek and recover statutory costs.

8
9 **THIRD CAUSE OF ACTION**

10 **For Failure To Pay Overtime Compensation**

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

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

14 80. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
15 CLASS, reallege and incorporate by this reference, as though full set forth herein, the prior
16 paragraphs of this Complaint.

17 81. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
18 CLASS bring a claim for DEFENDANT’s willful and intentional violations of the
19 California Labor Code and the Industrial Welfare Commission requirements for
20 DEFENDANT’s failure to pay these employees for all overtime worked, including, work
21 performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday,
22 and/or forty (40) hours in any workweek.

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

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

1 84. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid
2 wages, including minimum wage and overtime compensation and interest thereon, together
3 with the costs of suit. Cal. Lab. Code § 1198 further states that the employment of an
4 employee for longer hours than those fixed by the Industrial Welfare Commission is
5 unlawful.

6 85. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and
7 CALIFORNIA LABOR SUB-CLASS Members were required, permitted or suffered by
8 DEFENDANT to work for DEFENDANT and were not paid for all the time they worked,
9 including overtime work.

10 86. DEFENDANT's unlawful wage and hour practices manifested, without
11 limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of
12 implementing a policy and practice that failed to accurately record overtime worked by
13 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members and denied accurate
14 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
15 CLASS for overtime worked, including, the overtime work performed in excess of eight (8)
16 hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any
17 workweek.

18 87. In committing these violations of the California Labor Code, DEFENDANT
19 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
20 PLAINTIFF and other CALIFORNIA LABOR-SUB CLASS Members. DEFENDANT
21 acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in
22 violation of the California Labor Code, the Industrial Welfare Commission requirements
23 and other applicable laws and regulations.

24 88. As a direct result of DEFENDANT's unlawful wage practices as alleged
25 herein, the PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
26 did not receive full compensation for overtime worked.

27 89. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
28

1 from the overtime requirements of the law. None of these exemptions are applicable to the
2 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS. Further,
3 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS were not
4 subject to a valid collective bargaining agreement that would preclude the causes of action
5 contained herein this Complaint. Rather, PLAINTIFF brings this Action on behalf of
6 herself and the CALIFORNIA LABOR SUB-CLASS based on DEFENDANT's violations
7 of non-negotiable, non-waiveable rights provided by the State of California.

8 90. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and
9 the other members of the CALIFORNIA LABOR SUB-CLASS have been paid less for
10 overtime worked that they are entitled to, constituting a failure to pay all earned wages..

11 91. DEFENDANT failed to accurately pay the PLAINTIFF and the other
12 members of the CALIFORNIA LABOR SUB-CLASS overtime wages for the time they
13 worked which was in excess of the maximum hours permissible by law as required by Cal.
14 Lab. Code §§ 510, 1194 & 1198, even though PLAINTIFF and the other members of the
15 CALIFORNIA LABOR SUB-CLASS were required to work, and did in fact work, overtime
16 as to which DEFENDANT failed to accurately record and pay as evidenced by
17 DEFENDANT's business records and witnessed by employees.

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

24 93. DEFENDANT knew or should have known that PLAINTIFF and the other
25 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for all
26 overtime worked. DEFENDANT elected, either through intentional malfeasance or gross
27 nonfeasance, to not pay employees for their labor as a matter of company policy, practice
28

1 and procedure, and DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFF
2 and the other members of the CALIFORNIA LABOR SUB-CLASS for overtime worked.

3 94. In performing the acts and practices herein alleged in violation of California
4 labor laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-
5 CLASS for all overtime worked and provide them with the requisite overtime compensation,
6 DEFENDANT acted and continues to act intentionally, oppressively, and maliciously
7 toward PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
8 with a conscious of and utter disregard for their legal rights, or the consequences to them,
9 and with the despicable intent of depriving them of their property and legal rights, and
10 otherwise causing them injury in order to increase company profits at the expense of these
11 employees.

12 95. PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-
13 CLASS therefore request recovery of all unpaid wages, according to proof, interest,
14 statutory costs, as well as the assessment of any statutory penalties against DEFENDANT,
15 in a sum as provided by the California Labor Code and/or other applicable statutes. To the
16 extent minimum wage compensation is determined to be owed to the CALIFORNIA
17 LABOR SUB-CLASS Members who have terminated their employment, DEFENDANT's
18 conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also
19 be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought
20 herein on behalf of these CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's
21 conduct as alleged herein was willful, intentional and not in good faith. Further,
22 PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members are entitled to seek
23 and recover statutory costs.

24
25 **FOURTH CAUSE OF ACTION**

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

27 **[Cal. Lab. Code §§ 226.7 & 512]**
28

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

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

97. During the CALIFORNIA CLASS PERIOD, DEFENDANT from time to time failed to provide all the legally required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA LABOR SUB-CLASS Members as required by the applicable Wage Order and Labor Code. The nature of the work performed by PLAINTIFF and CALIFORNIA LABOR SUB-CLASS MEMBERS did not prevent these employees from being relieved of all of their duties for the legally required off-duty meal periods. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were from time to time not fully relieved of duty by DEFENDANT for their meal periods. Additionally, DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS Members with legally required meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANT's business records from time to time. Further, DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS Members with a second off-duty meal period in some workdays in which these employees were required by DEFENDANT to work ten (10) hours of work from time to time. As a result, PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS therefore forfeited meal breaks without additional compensation and in accordance with DEFENDANT's corporate policy and practice.

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

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

///

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FIFTH CAUSE OF ACTION

For Failure to Provide Required Rest Periods

[Cal. Lab. Code §§ 226.7 & 512]

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

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

101. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were from time to time required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees from time to time were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time.

PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were also not provided with one hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were periodically denied their proper rest periods by DEFENDANT and DEFENDANT's managers.

102. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA

1 LABOR SUB-CLASS Members who were not provided a rest period, in accordance with
2 the applicable Wage Order, one additional hour of compensation at each employee's regular
3 rate of pay for each workday that rest period was not provided.

4 103. As a proximate result of the aforementioned violations, PLAINTIFF and
5 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
6 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
7 suit.

8 **SIXTH CAUSE OF ACTION**

9 **For Failure to Reimburse Employees for Required Expenses**

10 **[Cal. Lab. Code § 2802]**

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

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

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

17 An employer shall indemnify his or her employee for all necessary
18 expenditures or losses incurred by the employee in direct consequence of the
19 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.

20 106. At all relevant times herein, DEFENDANTS violated Cal. Lab. Code § 2802,
21 by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-
22 CLASS members for required expenses incurred in the discharge of their job duties for
23 DEFENDANTS' benefit. DEFENDANTS failed to reimburse PLAINTIFF and the
24 CALIFORNIA LABOR SUB-CLASS members for expenses which included, but were not
25 limited to, costs related to using their personal cellular phones, all on behalf of and for the
26 benefit of DEFENDANTS. DEFENDANTS' policy, practice and procedure was to not
27 reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for
28

1 expenses resulting from using their personal cellular phones for DEFENDANTS within the
2 course and scope of their employment for DEFENDANTS. These expenses were necessary
3 to complete their principal job duties. DEFENDANTS are estopped by DEFENDANTS'
4 conduct to assert any waiver of this expectation. Although these expenses were necessary
5 expenses incurred by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members,
6 DEFENDANTS failed to indemnify and reimburse PLAINTIFF and the CALIFORNIA
7 LABOR SUB-CLASS members for these expenses as an employer is required to do under
8 the laws and regulations of California.

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

13
14 **SEVENTH CAUSE OF ACTION**

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

16 **[Cal. Lab. Code § 226]**

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

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

22 109. Cal. Labor Code § 226 provides that an employer must furnish employees with
23 an "accurate itemized" statement in writing showing:

- 24 (1) gross wages earned,
25 (2) total hours worked by the employee, except for any employee whose
26 compensation is solely based on a salary and who is exempt from payment of
27 overtime under subdivision (a) of Section 515 or any applicable order of the
28 Industrial Welfare Commission,
(3) the number of piecerate units earned and any applicable piece rate if the employee
is paid on a piece-rate basis,
(4) all deductions, provided that all deductions made on written orders of the
employee may be aggregated and shown as one item,
(5) net wages earned,

1 (6) the inclusive dates of the period for which the employee is paid,
2 (7) the name of the employee and his or her social security number, except that by
3 January 1, 2008, only the last four digits of his or her social security number or an
4 employee identification number other than a social security number may be shown on
5 the itemized statement,
6 (8) the name and address of the legal entity that is the employer, and
7 (9) all applicable hourly rates in effect during the pay period and the corresponding
8 number of hours worked at each hourly rate by the employee.

9 110. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
10 other members of the CALIFORNIA LABOR SUB-CLASS with complete and accurate
11 wage statements which failed to show, among other things, the correct gross and net wages
12 earned. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her
13 employees with an accurate itemized wage statement in writing showing, among other
14 things, gross wages earned and all applicable hourly rates in effect during the pay period and
15 the corresponding amount of time worked at each hourly rate. PLAINTIFF and
16 CALIFORNIA LABOR SUB-CLASS Members were paid on an hourly basis. As such, the
17 wage statements should reflect all applicable hourly rates during the pay period and the total
18 hours worked, and the applicable pay period in which the wages were earned pursuant to
19 California Labor Code Section 226(a). PLAINTIFF and CALIFORNIA CLASS Members
20 were paid on an hourly basis. As such, the wage statements should reflect all applicable
21 hourly rates during the pay period and the total hours worked, and the applicable pay period
22 in which the wages were earned pursuant to California Labor Code Section 226(a). The
23 wage statements DEFENDANT provided to PLAINTIFF and other CALIFORNIA CLASS
24 Members failed to identify such information. PLAINTIFF and CALIFORNIA CLASS
25 Members were paid on an hourly basis. As such, the wage statements should reflect all
26 applicable hourly rates during the pay period and the total hours worked, and the applicable
27 pay period in which the wages were earned pursuant to California Labor Code Section
28 226(a)(2). The wage statements DEFENDANT provided to PLAINTIFF and other
CALIFORNIA CLASS Members failed to identify such information. Aside, from the
violations listed above in this paragraph, DEFENDANT failed to issue to PLAINTIFF an
itemized wage statement that lists all the requirements under California Labor Code 226 *et*

1 *seq.* As a result, DEFENDANT from time to time provided PLAINTIFF and the other
2 members of the CALIFORNIA LABOR SUB-CLASS with wage statements which violated
3 Cal. Lab. Code § 226.

4 111. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab.
5 Code § 226, causing injury and damages to PLAINTIFF and the other members of the
6 CALIFORNIA LABOR SUB-CLASS. These damages include, but are not limited to, costs
7 expended calculating the correct wages for all missed meal and rest breaks and the amount
8 of employment taxes which were not properly paid to state and federal tax authorities.
9 These damages are difficult to estimate. Therefore, PLAINTIFF and the other members of
10 the CALIFORNIA LABOR SUB-CLASS may elect to recover liquidated damages of fifty
11 dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred
12 dollars (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code §
13 226, in an amount according to proof at the time of trial (but in no event more than four
14 thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the
15 CALIFORNIA LABOR SUB-CLASS herein).

16
17 **EIGHTH CAUSE OF ACTION**

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

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

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

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

25 113. Cal. Lab. Code § 200 states that:

26 As used in this article:

- 27 (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.
28 (b) "Labor" includes labor, work, or service whether rendered or

1 performed under contract, subcontract, partnership, station plan, or other
2 agreement if the labor to be paid for is performed personally by the person
demanding payment.

3 114. Cal. Lab. Code § 201 states, in relevant part, that “If an employer discharges
4 an employee, the wages earned and unpaid at the time of discharge are due and payable
5 immediately.”

6 115. Cal. Lab. Code § 202 states, in relevant part, that:

7 If an employee not having a written contract for a definite period quits his
8 or her employment, his or her wages shall become due and payable not
9 later than 72 hours thereafter, unless the employee has given 72 hours
10 previous notice of his or her intention to quit, in which case the employee
11 is entitled to his or her wages at the time of quitting. Notwithstanding any
12 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.

13 116. There was no definite term in PLAINTIFF’s or any other CALIFORNIA
14 LABOR SUB-CLASS Members’ employment contract.

15 117. Cal. Lab. Code § 203 states:

16 If an employer willfully fails to pay, without abatement or reduction, in
17 accordance with Sections 201, 201.5, 202, and 205.5, any wages of an
18 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.

19 118. When PLAINTIFF left employment with DEFENDANTS,
20 DEFENDANTS still owed PLAINTIFF wages for work performed because
21 PLAINTIFF was not compensated correctly for his overtime worked and meal and rest
22 breaks missed. To date, DEFENDANTS has not paid PLAINTIFF these wages still
23 owed to her. As such, DEFENDANTS has not fully paid PLAINTIFF all wages still
24 owed to her or any penalty wages that are now owed to her under California Labor Code
25 § 203.

26 119. The employment of PLAINTIFF and many other CALIFORNIA LABOR
27 SUB-CLASS Members has terminated, yet as to those individuals whose employment
28

1 terminated, DEFENDANTS did not timely tender payment of all wages owed as required by
2 law.

3 120. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself and the
4 members of the CALIFORNIA LABOR SUB-CLASS whose employment terminated,
5 PLAINTIFF demands thirty days of pay as penalty for not paying all wages due at time of
6 termination for all individuals in the CALIFORNIA LABOR SUB-CLASS who terminated
7 employment during the CALIFORNIA LABOR SUB-CLASS PERIOD plus interest and
8 statutory costs as allowed.

9 **PRAYER FOR RELIEF**

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

12 1. On behalf of the CALIFORNIA CLASS:

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

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

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

members of the CALIFORNIA LABOR SUB-CLASS, during the applicable CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon at the statutory rate;

C) 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;

D) Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the applicable IWC Wage Order;

E) 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,

F) For liquidated damages pursuant to California Labor Code Sections 1194.2 and 1197; and,

G) The wages of all terminated employees from 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 §221, §226, §1194, and/or §2802.

Dated: July 29, 2021

BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP

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By: _____
Norman B. Blumenthal
Attorneys for Plaintiff

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DEMAND FOR A JURY TRIAL

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

Dated: July 29, 2021

BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP

By: _____
Norman B. Blumenthal
Attorneys for Plaintiff

EXHIBIT 6

DECLARATION OF SEAN HARTRANFT

I, Sean Hartranft, declare as follows:

1. I am the Chief Executive Officer of Apex Class Action LLC., a settlement administration company headquartered in Irvine, California. I have personal knowledge of the facts outlined in this declaration and, if called as a witness, I could and would competently testify thereto.

2. Apex Class Action's team has been directly involved with settlement administration for a combined 100 years and has successfully managed numerous class & PAGA actions during that time. Our team comprises experienced professionals with extensive knowledge of settlement administration. In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-scale settlements. We utilize state-of-the-art software and systems to ensure that all aspects of the administration process are executed accurately and efficiently.

3. The legal practitioners or parties involved do not possess any form of ownership stake or affiliation with Apex Class Action.

4. Apex Class Action has extensive expertise in the dissemination of settlement notices and administration of PAGA settlements. Our range of services includes first-class mail via the United States Postal Service, a bilingual toll-free call center, interactive & static website development and support, enterprise database management, response processing, and Qualified Settlement Fund (QSF) distribution for settlements of various sizes. We uphold the highest level of confidentiality in all our operations, and any employee data and communication received by us will be treated with the utmost confidentiality and will not be disclosed to any unauthorized party. Attached is our current CV as **Exhibit A**, highlighting our primary competencies in settlement administration.

5. Apex Class Action ensures that Client and Class Member Information is only used for the purposes specified in the relevant agreements or court orders governing the provision of its legal services. To safeguard class member information, Apex Class Action has implemented a comprehensive process to identify, assess, and mitigate risks in all areas of its operations, regularly evaluating the effectiveness of its security measures. Access to class member information is limited to employees, agents, or subcontractors who require it to perform their duties, and Apex Class Action conducts background checks on all personnel with access to

1 sensitive personal information to ensure they do not pose a threat to the security of client or class
2 member information. As part of its commitment to data security and industry best practices, Apex
3 Class Action has successfully completed a rigorous third-party audit and is SOC 2 Type 2
4 certified, demonstrating its adherence to strict standards for data privacy, confidentiality, and
5 system integrity. This certification reflects Apex's continued focus on protecting sensitive
6 information through well-documented and consistently applied internal controls. To guarantee
7 the security of the settlement administration process, Apex Class Action maintains Professional
8 Liability and Cyber Liability Insurance coverage, as required by legal standards and best practices
9 in the legal profession.

10 6. Apex Class Action disbursement process involves (i) obtaining a Federal Employer
11 Identification Number (FEIN) from the Internal Revenue Service (IRS) under the name of the settlement
12 case; (ii) establishing a QSF to manage the distribution of settlement funds; (iii) conducting preliminary
13 and final calculations to determine the individual settlement amounts, including attorneys' fees, costs,
14 enhancement awards, and any other court-approved designees; (iv) calculating and reporting state and
15 federal taxes as applicable; (v) and disseminating approved settlement funds and tax forms via First-Class
16 USPS mail.

17 7. The administration fees for Apex Class Action's management of this PAGA settlement will
18 not exceed \$8,250.00, as specified in **Exhibit B**. This document presents a comprehensive plan detailing
19 the specific administration services that will be provided.
20

21 I declare under penalty of perjury under the laws of the state of California that the foregoing is
22 true and correct. Executed this 22nd day of August 2025, in Irvine, California.
23

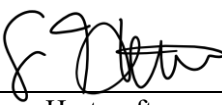
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25 _____
26 Sean Hartranft
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EXHIBIT A



CASE TYPES

- Consumer
- Data Breach
- Mass Tort Disbursement
- Wage & Hour
- Private Attorneys
General Act (PAGA)
- Belaire West
- Class Certification
- Fair Labor Standards
Act (FSLA)
- Telephone Consumer
Protection Act (TCPA)
- Employee Retirement
Income Security Act
(ERISA)
- Product Liability

SUMMARY

Apex Class Action brings together a seasoned team of professionals adept at navigating the intricate landscape of legal processes and settlement administration. Armed with extensive expertise, we offer a comprehensive understanding of the nuances inherent in settlement procedures. Our organization excels in communication and organization, leveraging cutting-edge technology to streamline project management and adhere to rigorous timelines with precision and efficiency.

From initial pre-settlement consultation to the final stages of disbursement and tax reporting, our technology platform and stringent data security protocols revolve around integration, automation, and observability. This ensures swift and precise payment for class members, bolstering efficiency and accuracy throughout the process.

PRELIMINARY CONSULTATION

Our complimentary preliminary consultation serves as the cornerstone for establishing a comprehensive framework. This framework ensures that all stakeholders grasp the project's scope, timeline, and budget parameters effectively. Following the alignment of objectives and expectations between plaintiff and defense counsel, our team diligently explores additional avenues to identify potential class members. We go the extra mile by offering detailed interactive banner ad campaigns and print media options, maximizing outreach and engagement to achieve optimal results.

CASE MANAGEMENT

At Apex Class Action, our expert Case Managers and Data Managers take charge of overseeing all aspects of the settlement administration process. Their role is pivotal in ensuring strict adherence to court orders, settlement agreements, and industry benchmarks. Working hand in hand with both plaintiff and defense counsel, we meticulously manage every aspect of the settlement administration process.

Our comprehensive mailing and notification services commence with meticulous data scrubbing and the establishment of a class database, guaranteeing the accuracy of contact information. Subsequently, the database undergoes validation using the USPS National Change of Address (NCOA) database to ensure precision and reliability. Additionally, we provide court-certified translation services covering over 65 languages, facilitating effective communication across diverse demographics. In instances where mail is returned as undeliverable, we undertake skip tracing to obtain updated addresses for class members, ensuring that all notices reach their intended recipients without delay.



To ensure transparency throughout the entire process, a steady cadence of reports, as defined during the preliminary consultation, is generated throughout the administration process for both the plaintiff and defense counsel.

Our capability to provide cost-effective pricing is rooted in our adept utilization of cutting-edge technology, a team of highly skilled professionals, and an optimized process. Should the courts approve the utilization of modern electronic notification methods like email and banner ads, we ensure both certainty and cost-effectiveness. Through electronic disbursement, we offer a highly efficient strategy wherein settlement awards are directly delivered to class members, mitigating potential drawbacks associated with traditional mail delivery and enhancing overall efficiency.

TAX COMPLIANCE & CASE RESOLUTION

Apex leverages its proprietary technology to efficiently manage all necessary state and federal tax reporting requirements. This includes establishing a Settlement Federal Tax Identification Number (FIEN) with the IRS and Qualified Settlement Fund (QSF) EDD accounts where applicable. We handle taxes associated with settlements involving multiple state tax filings, as well as manage all payroll tax filings such as Form 940, 941, and state filings. Additionally, our services encompass the preparation of information returns (Forms W-2, 1099, and 1042-S) for reportable payments and the preparation of the annual Federal income tax return (Form 1120-SF). Moreover, we provide comprehensive management of qualified settlement funds (QSF), ensuring that all accounts are FDIC-insured bank accounts. Our full suite of comprehensive tax management services includes:

- Prepare and fill all applicable returns (Forms W-2, 1099, and 1042-S)
- Payroll tax filings, including Form 940, 941, and state filings
- FID-Insured QSF Bank Accounts
- State and Federal Tax Reporting
- IRS Federal Tax Identification Number
- QSF Audit Reports
- Prepare And File 1120-SF Tax Returns with Quarterly Tax Obligations

CONTACT

Address
18 Technology Dr. Ste. 164
Irvine, CA 92618

Email
Info@apexclassaction.com

Phone
1.800.355.0700

EXHIBIT B

**Quotation Request:**

Jeffrey Herman
Blumenthal Nordrehaug Bhowmik De Blouw
jeffrey@bamlawca.com
858.551.1223

Case Name:

DR Horton, Inc., et al.

Date:

Tuesday, May 27, 2025

RFP Number:

15412055

Prepared By:

Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications

Number of Aggrieved Employees	1,100
Certified Language Translation:	No
Static Settlement Website	No
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization

Import and Standardize Data*	Per Hour	\$125.00	3	\$375.00
Data Analyst	Per Hour	\$150.00	3	\$450.00
Sub Total:				\$825.00

*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.

Project Management

Project Management	Per Hour	\$150.00	3	\$450.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$770.00

Toll-Free Contact Center, Website, Reporting & Pre-Distribution

Form Set Up	Per Hour	\$120.00	1	\$120.00
Bilingual Toll-Free Contact Center	Static Rate	\$250.00	1	\$250.00
NCOA Address Update (USPS)	Static Rate	\$191.00	1	\$191.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$561.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Distribution & Settlement Fund Management				
Settlement Calculations	Per Hour	\$120.00	3	\$360.00
Account Management and Reconciliation	Per Hour	\$140.00	3	\$420.00
Print & Mail Distribution Settlement Check (IRS Form 1099 if applicable)	Per Piece	\$1.00	1,100	\$1,100.00
USPS First Class Postage	Per Piece	\$0.69	1,100	\$759.00
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.00	220	\$440.00
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	7	\$700.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Sub Total:				\$5,029.00

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	3	\$405.00
Project Management Reconciliation	Per Hour	\$100.00	3	\$300.00
Declarations	Per Hour	\$120.00	3	\$360.00
Sub Total:				\$1,065.00

WILL NOT EXCEED:				\$8,250.00
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Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In the event of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants** that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this confidentiality may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership** of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.