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8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF STANISLAUS**

11
12 BERNADETTE UVALLES, on behalf of
herself and all "aggrieved employees"
13 pursuant to Labor Code § 2698 *et seq.*,

14 Plaintiff,

15 v.

16 JAMNADAS, INC., a California
corporation, and DOES 1 through 10,
17 inclusive,

18 Defendants.
19

CASE NO: CV-21-005438

Assigned to the Hon. John D. Freeland, Dept. 23

**DECLARATION OF DANIEL F. GAINES IN
SUPPORT OF UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND SEEKING
LEAVE TO FILE FIRST AMENDED
COMPLAINT**

DATE: June 23, 2022

TIME: 8:30 a.m.

DEPT.: 23

Action Filed: October 4, 2021

20
21
22 I, DANIEL F. GAINES, hereby declare and state as follows:

23 1. I am an attorney duly admitted to the practice of law in the State of California. I am
24 a shareholder of Gaines & Gaines, APLC, counsel for Plaintiff Bernadette Uvalles ("Uvalles" or
25 "Plaintiff") and proposed Class Counsel in this action. I have personal knowledge of the facts set
26 forth herein and if called as a witness to testify to them, I could and would do so competently.

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28 \\\n

1 **Education and Experience:**

2 2. I obtained my BS degree from the University California at Berkeley in 2003. I
3 majored in Business Administration at the Haas School of Business.

4 3. Thereafter, I attended the University of Virginia School of Law. At Virginia, I was
5 a member of the editorial board of the Virginia Tax Review. I was also the recipient of the Lacy
6 Armour Scholarship, awarded to recognize academic excellence. At Virginia, I focused my
7 studies on tax and real estate. I earned my JD and became a member of the California Bar in 2007.

8 4. Since becoming a member of the Bar, I practiced law with my partner/father,
9 Kenneth, at Gaines & Gaines, APLC. Prior to his recent retirement, my father practiced law in
10 California for over 40 years, emphasizing litigation for the vast majority of his career. Our current
11 practice specializes in litigation, with an emphasis in employment disputes like this one. Over
12 95% of our practice is devoted to complex employment litigation.

13 5. My firm has represented employees in complex employment matters such as this
14 one, with an emphasis in wage and hour issues. I have participated in and have been certified as
15 class counsel in dozens of class action matters since my admission to the Bar. A list of the cases
16 in which I have been appointed as class counsel is attached hereto as **Exhibit A**.

17 **Factual and Procedural Background:**

18 6. On July 27, 2021, Plaintiff sent a letter to the LWDA, alleging Defendant violated
19 the California Labor Code and seeking penalties under PAGA. Specifically, Plaintiff alleged
20 Defendant failed to pay wages and premium wages to Defendant's non-exempt California
21 employees, denied employees meal periods and rest periods, failed to provide suitable seats to its
22 California employees, failed to reimburse business expenses, failed to provide accurate itemized
23 wage statements, and failed to timely pay wages at the separation of employment.

24 7. On or about October 4, 2021, Plaintiff initiated the Action by filing a Representative
25 Action Complaint for Penalties, pursuant to PAGA, on behalf of herself and all other aggrieved
26 employees.

27 8. The First Amended Complaint, which will be filed as part of the settlement approval
28 process, asserts both class action claims (pursuant to *C.C.P.* § 382 *et seq.*) and PAGA

1 representative claims (pursuant to *Cal. Lab. Code* § 2698 *et seq.*) against Defendant for (1) failure
2 to pay for all hours worked (Labor Code §§ 510 and 1194); (2) failure to pay correct overtime
3 rates of pay (Labor Code §§ 510 and 1194); (3) failure to provide compliant rest periods or
4 compensation in lieu thereof (Labor Code §§ 226.7 and 558; IWC Wage Order 5-2001); (4) failure
5 to provide compliant meal periods or compensation in lieu thereof (Labor Code §§ 226.7, 512, and
6 558; IWC Wage Order 5-2001); (5) failure to reimburse all business-related expenses (Labor Code
7 § 2802); (6) failure to comply with itemized employee wage statement provisions (Labor Code §
8 226(a), (e), (h))); (7) failure to timely pay wages due at separation of employment (Labor Code §§
9 201-203); (8) violation of Business and Professions Code §§ 17200, *et seq.*; (9) civil penalties
10 pursuant to Labor Code § 2698, *et seq.*, for violations of Labor Code § 1198 for failure to provide
11 suitable seating and (10) civil penalties pursuant to Labor Code § 2698, *et seq.* for violations of
12 Labor Code §§ 201, 202, 226(a), 226.3, 226.7, 510, 512, 558, 1194, 1198 and 2802 (the “First
13 Amended Complaint”).

14 9. Defendant denies any liability or wrongdoing of any kind associated with the claims
15 alleged in the Action, and further denies that the Action is appropriate for class treatment for any
16 purpose other than this settlement. Defendant contends that it has complied at all times with the
17 California Labor Code, Industrial Welfare Commission Wage Orders, and all other applicable
18 federal, state, and local laws and regulations. It is Defendant’s position that, if this case were to
19 be litigated, class certification would be inappropriate because Plaintiff is not an adequate class
20 representative, Plaintiff’s claims are not typical of putative class members, and individual issues
21 predominate over class issues. The Action, the negotiation and execution of this Settlement
22 Agreement, and all acts performed or documents executed pursuant to or in furtherance of the
23 Settlement Agreement (i) shall not be used as an admission or evidence of wrongdoing on behalf
24 of Defendant; (ii) shall not be an admission or evidence of fault on behalf of Defendant in any
25 action before a civil, criminal, or administrative agency; and (iii) shall not be deemed to be, and
26 may not be used as, an admission or evidence of the appropriateness of these or similar claims for
27 class certification in the Action or with respect to any other proceeding.
28

1 10. The Class Representative contends that Defendant violated the California Labor
2 Code and Industrial Welfare Commission Wage Order(s), and that this case is appropriate for class
3 certification.

4 **Investigation and Settlement Discussions**

5 11. My office conducted a thorough investigation into the facts and law during the
6 prosecution of this class action case, including the exchange of extensive informal discovery and
7 the review and verification of statistical data and other facts and information provided by
8 Defendant. My office investigated the applicable law as applied to the facts discovered regarding
9 the alleged claims of Plaintiff and potential defenses thereto, and the damages and other losses
10 claimed by Plaintiff.

11 12. On April 12, 2022, following our exchange of information and documents regarding
12 the Settlement Class and the claims and defenses asserted by the Parties, the Parties engaged in
13 arm's-length negotiations with the assistance of mediator Marc Feder, Esq., through which they
14 were able to reach the resolution of the Action set forth herein.

15 13. The parties jointly prepared the Joint Stipulation of Settlement and Release of
16 Claims ("Settlement Agreement", "Settlement", or "Stip."). A true and correct copy of the
17 Settlement is attached hereto as **Exhibit B**.

18 **Class Counsel's Assessment of the Fairness of the Settlement and the Risks of Continued**
19 **Litigation:**

20 14. Based on our independent investigation and evaluation, my colleagues and I are of
21 the opinion that settlement for the consideration and on the terms set forth in this Settlement
22 Agreement is fair, reasonable, and adequate and is in the best interest of the Settlement Class in
23 light of all known facts and circumstances, including the risk of significant delay, the risk the
24 Settlement Class will not be certified by the Court, and the defenses asserted by Defendant.

25 15. The Parties agree that the Settlement Class described herein may be certified for
26 settlement purposes only and that this motion for approval seeking, *inter alia*, certification of the
27 Settlement Class is for purposes of the settlement only. If for any reason the settlement is not
28 approved, the certification will have no force or effect and will immediately be revoked. The

1 Parties further agree that certification for purposes of the settlement is in no way an admission that
2 class certification is proper under the more stringent standard applied for litigation and that
3 evidence of this limited Stipulation for settlement purposes only will not be admissible for any
4 purpose in this or any other proceeding.

5 16. My office created a comprehensive damage analysis using sampling information
6 obtained through informal discovery. This damage analysis reveals that the negotiated settlement
7 falls within a realistic range of recovery on Class Members' claims.

8 17. Plaintiff alleges that Defendant failed to pay Plaintiff and Class Members all wages
9 due in two separate ways. Plaintiff contends that Defendant failed to pay Class Members for time
10 spent working off-the-clock and without compensation, in violation of Labor Code §§ 510, 558,
11 and 1194. Plaintiff was routinely required to work off-the-clock before and after clocking out for
12 her shift; she alleges that Defendant required her to make and receive phone calls for work
13 purposes before and after clocking in/out for work. Plaintiff estimates that she spent up to 30
14 minutes a week performing work off-the-clock. Plaintiff calculates the liability of this claim on a
15 class-wide basis at \$102,947, based on 30 minutes of off-the-clock work per week per employee.

16 18. Defendant contends, however, that it paid all wages due, that it never required
17 employees to work off the clock, and if employees did work off the clock, it was without its
18 knowledge. It also contended that this claim would not be certified because the facts that underlie
19 it are individualized among Class Members. Based on these risks, this claim required a
20 compromise to resolve at this juncture of the litigation.

21 19. Defendant allegedly failed to pay Class Members all premium overtime wages and
22 sick pay wages at the correct overtime rates of pay due when they worked shifts in excess of eight
23 (8) hours in a workday and/or in excess of forty (40) hours in a workweek, in violation of Labor
24 Code §§ 510, 558, and 1194. When Class Members worked overtime hours or earned sick pay
25 wages and earned non-base wages (including, but not limited to, bonuses) during the same pay
26 period, they contend that their overtime and sick pay rates were inaccurate because Defendant
27 failed to blend these non-base wages into the regular rate of pay for purposes of calculating the
28 rates. Plaintiff calculates underpaid overtime wages on this claim at \$10,632.

1 20. Defendant mounted multiple defenses to this claim, the strongest of which was that
2 the bonuses earned were fully discretionary, such that they were not subject to inclusion in the
3 regular rate. Notwithstanding the defenses asserted by Defendant, this was Plaintiff's strongest
4 claim.

5 21. Plaintiff further alleges that Defendant failed to permit or authorize Plaintiff and
6 Class Members to take timely 30-minute meal periods for shifts greater than 5 hours in length, in
7 violation of Labor Code §§ 226.7, 510, 512, and 558 and IWC Wage Order 5-2001. Labor Code
8 § 512 provides that employers (like Defendant) may not employ an employee for a work period
9 of more than 5 hours without providing a 30-minute meal period starting no later than the end of
10 the 5th hour. Plaintiff and Class Members allege that they were routinely unable to take a proper
11 meal break when they worked shifts in excess of 5 hours in duration and a second meal break
12 when they worked shifts in excess of 10 hours in duration. When they were able to take a meal
13 period, they were oftentimes late, cut short or they would be required to work through them. Based
14 on an analysis of a wage and time data provided by Defendant through informal discovery,
15 Plaintiff has ascertained a meal period violation rate of 51.1%. Plaintiff calculates Defendant's
16 class-wide meal period liability to approximately \$409,776.

17 22. Defendant also asserts numerous defenses to this claim. It believes it provided all
18 meal periods due to employees, that it paid premium wages whenever a meal period was not
19 provided, and that any meal period not reflected on a time card was waived by employees. It also
20 contends that this claim is highly individualized among its workforce such that it would not be
21 certified. These defenses required that Plaintiff discount this claim for settlement purposes at this
22 juncture of the litigation.

23 23. Plaintiff further alleges that Defendant failed to provide Plaintiff and Class Members
24 with legally compliant rest periods, or premium wages of one hour's pay in lieu thereof, as required
25 by Labor Code §§ 226.7 and 558 and Wage Order 5-2001. Class Members contend that they were
26 simply too busy to take their rest periods or would be required to work through them. Defendant
27 alleged failed to implement a written rest period policy. Defendant's maximum class-wide rest
28 period liability exceeds \$742,249 but required a substantial discount for settlement purposes.

1 Because rest periods are not recorded in time records (and California law does not require that
2 they be recorded), this claim was difficult to prove and would be challenging to certify. Defendant
3 argued that it implemented California compliant rest period policies which it enforced across its
4 workforce, such that Plaintiff would not be able to demonstrate any rest period violations at all,
5 nor would she obtain class certification on this claim. The risks of further litigation on this claim
6 warrant the compromised settlement amount.

7 24. Plaintiff and Class Members further contend that they were required to incur
8 expenses in the performance of their job duties for which they are not fully reimbursed, in violation
9 of Labor Code § 2802. Plaintiff and Class Members were required to use their personal cell phones
10 but were not fully reimbursed by Defendant for these expenses. This practice allegedly violates
11 Labor Code § 2802. Defendant has shown no evidence of reimbursement of these expenses and
12 the wage statements provided in advance of this mediation confirm the failure to reimburse for
13 any expenses whatsoever. This violates Labor Code § 2802. Plaintiff calculates \$92,310 in
14 unreimbursed expenses (based on damages of \$30 per month), but Defendant maintained a slew
15 of defenses to this claim, including that it never required employees to use their cell phones for
16 work purposes, any use of employee cell phones was not necessary (an essential elements of an
17 expense reimbursement claim), and that no employees sought reimbursement for their cell phone
18 expenses which was not honored. The risks inherent in litigating this claim were substantial and
19 the settlement amount represents a fair compromise as to the value of this claim adjusted for risk.

20 25. Class Members also sought wage statement penalties pursuant to Labor Code §
21 226(e), waiting time penalties pursuant to Labor Code § 203 and PAGA penalties derivative of the
22 underlying violations alleged. The value of these penalties – which are derivative, discretionary,
23 and subject to defenses of their own – is approximately \$622,749. Plaintiff believed it was unlikely
24 that many of these penalties could be recovered because their value would eclipse the value of
25 alleged underpaid wages (if wages were recovered at all), because some of Plaintiff's claims are
26 novel, and because of Defendant's potential independent defenses to these penalties.

27 26. The discount negotiated for settlement here is a reasonable compromise, particularly
28 considering that the risk of obtaining class certification on all or any of Plaintiff's claims involves

1 a 50% or higher hurdle, especially with respect to the meal and rest period claims and off-the-
2 clock claims, to which Defendant maintains strong arguments to defeat class certification (in
3 addition to multiple defenses on the merits of the claims), and the fact that Plaintiff and all Class
4 Members entered into arbitration agreements with Defendant, which may render the class action
5 claims valueless because they cannot be pursued in a group action and few, if any, employees are
6 likely to pursue their claims on an individual basis. Class certification is a substantial risk in any
7 class action case. Here, while Plaintiff maintains that the requirements of class certification are
8 met, Defendant proffers various arguments why class treatment is not appropriate, including but
9 not limited to that individualized inquires among class members predominate over common ones.
10 If Defendant was to defeat Plaintiff's class certification motion, there would be no class wide relief
11 whatsoever, and most class members would likely not file individual claims.

12 27. Plaintiff also faced the risk of a loss on the merits on her claims. It is very possible
13 that the Court would agree with Defendant's position that its meal and rest period policies and
14 wage payment and practices complied with the requirements of California law or could not be
15 certified. In such a case, the value of the majority of Plaintiff's claims would be zero.

16 28. Finally, Plaintiff faced the risk that she would not obtain a maximum
17 damage/penalty award on all (or any of) her claims. For example, Plaintiff seeks discretionary
18 penalties pursuant to the PAGA. Even if Plaintiff did prevail on these claims, it is possible that
19 the Court would not impose all penalties pursuant to its discretionary power to reduce them.

20 29. Defendant strongly contends that its policies and practices do not violate any laws.
21 It contends that it properly provided for all meal and rest periods and fully compensated its
22 employees for all time worked and expenses incurred. It further contends that the wage statements
23 it provides to its employees are fully compliant with California law.

24 30. When the costs and risks of non-certification and loss on the merits are considered,
25 my colleagues and I are of the opinion that the settlement reached is clearly a favorable one.

26 31. The settlement for each Class Member is fair, reasonable and adequate, given the
27 inherent risk of litigation, the risk relative to class certification and the costs of pursuing such
28

1 litigation. The settlement shall finally resolve all claims of the Class Members as alleged in the
2 Action.

3 **Class Certification Requirements:**

4 32. To date, no class has been certified. The Stipulation of Settlement contains a
5 provision pursuant to which we stipulate to the Court's provisional certification of the
6 approximately 200-member Settlement Class, but do so for purposes of this settlement only.

7 33. In this case, the Class Members are identifiable from Defendant's employment and
8 payroll records. Further, the Settlement Class is sufficiently numerous to warrant certification.
9 According to Defendant's records, the Class comprises approximately 200 employees.

10 34. The Class Members' claims all stem from a common source: members of the
11 Settlement Class allege that Defendant violated the same Labor Code provisions in connection
12 with their employment. All members of the Class seek the same relief under the same California
13 laws (related to unpaid wages, unpaid meal and rest period premiums, failure to provide suitable
14 seats, unreimbursed business expenses, inaccurate and incomplete wage statements, failure to
15 timely pay wages due upon separation, and derivative claims). Under these circumstances, the
16 commonality requirement is satisfied for purposes of certifying the Settlement Class for settlement
17 purposes.

18 35. In this case, named Plaintiff and proposed Class Representative Bernadette Uvalles
19 is a former non-exempt employee who worked for Defendant in the State of California during the
20 Class Period. She contends that Defendant failed to pay all wages, failed to provide meal and rest
21 periods, failed to comply with itemized employee wage statement provisions, failed to provide
22 suitable seats, failed to reimburse expenses, and failed to timely pay wages at the separation of
23 employment, in violation of Labor Code §§ 201, 202, 226(a), 226.3, 226.7, 510, 512, 558, 1194,
24 1198 and 2802, among other Labor Code provisions. She has the same claims as those that the
25 members of the Settlement Class would reasonably be expected to bring based on the course of
26 conduct alleged herein.

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36. Plaintiff has also demonstrated that she will aggressively and competently assert the interests of the proposed Settlement Class; she has taken an active role in this litigation and has no apparent conflicts with other class members.

Settlement of Claims Pursuant to Labor Code § 2699 et seq. (PAGA)

37. Concurrently with the filing of this Motion, Plaintiff's counsel is transmitting the Settlement Agreement (and these approval documents) to the LWDA, in compliance with Labor Code § 2699(1)(2).

I declare, under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this 1st day of June, 2022 at Calabasas, California.

Daniel F. Gaines
DANIEL F. GAINES

EXHIBIT A

Adams v. Newell Rubbermaid, USDC – Central District of California (Los Angeles), Case No. EDCV 08-1499 JTM (CTx)

Adams v. Sam's West, Inc., San Bernardino County Superior Court, Case No. CIVDS1403987

Agredano v. GS Brothers, Inc., Los Angeles County Superior Court, Case No. BC445561

Allen v. Toms Sierra Company, Nevada County Superior Court, Case No. CU18-082823

Allen v. Valley Inventory Service, Inc., Solano County Superior Court, Case No. FCS034682

Alvarez v. Pilot Travel Centers, LLC, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-4605

Alonzo v. Camblin Steel Service, Inc., Placer County Superior Court, Case No. SCV0034165

Amenhotep v. Google, Inc., Santa Clara County Superior Court, Case No. 17CV311528

Anaya v. Progressive Logistics Services, LLC, Riverside County Superior Court, Case No. RIC1308270

Andre v. Newell Rubbermaid, Inc., San Bernardino County Superior Court, Case No. CIVVS1200282

Anduha v. ABC Phones of North Carolina, Inc., Stanislaus County Superior Court, Case No. 2022729

Anslow v. Wellington Energy, Inc., USDC – Northern District of California (San Francisco), Case No. CV11-1596-JCS

Aranda, et al. v. Universal Lumpers of California, Inc., San Joaquin County Superior Court, Case No. STK-UOE-2017-7826

Armendariz v. Integrated Pain Management Medical Group, Inc., Kern County Superior Court, Case No. BCV-19-100267-SDS

Barrow, et al. v. Desmond Foods, L.P., Sacramento County Superior Court, Case No. 34-2015-00187227

Batmanghelich v. Sirius XM Radio Inc., USDC – Central District of California (Los Angeles), Case No. CV 09-9190 VBF (JCx)

Bosser v. Hooked on Solar, Yolo County Superior Court, Case No. CVCV-2016-876

Bourland v. Horizon Personnel Services, Inc., Sacramento County Superior Court, Case No. 34-2014-00161365-CU-OE-GDS

Bowen v. IMI Material Handling Logistics, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-0000192

Branson v. Mladen Buntich Construction, San Bernardino County Superior Court, Case No. CIVDS1609129

Brandt v. Sacramento Auto Insurance Center, Inc., San Joaquin County Superior Court, Case No. 39-2009-00202938-CU-OE-STK

Brown v. 22nd District Agricultural Association, United States District Court, Southern District of California, Case No. 15-cv-2578-DHB

Brown v. Sierra Central Credit Union, Sutter County Superior Court, Case No. CVCS18-0002161

Burgess v. Blue Cross and Blue Shield of South Carolina, San Joaquin County Superior Court, Case No. 39-2012-00277449-CU-BT-STK

Burgess v. Strategic Retail Solutions, LLC, Los Angeles County Superior Court, Case No. BC413791

Calhoun v. Celadon Trucking Services, Inc., USDC – Central District of California (Los Angeles), Case No. 5:16-cv-01351-PSG-FFM

Caporicci v. Owens & Minor Distribution, Inc., San Joaquin County Superior Court, Case No. 39-2013-00295662-CU-OE-STK

Carl v. Advanced Call Center Technologies, LLC, Sacramento County Superior Court, Case No. 34-2013-00148310

Carlisle, et al. v. Professional Technical Security Services, Inc., Case No. CGC18569791

Carrete v. Gamestop, Inc., Imperial County Superior Court, Case No. ECU08501

Carrillo v. Bimbo Bakeries, Inc., San Bernardino County Superior Court, Case No. CIVDS1606813

Caudillo v. Aegis Treatment Centers, LLC, Merced County Superior Court, Case No. 18CV-0744

Cerami v. Metlife, Inc., USDC – Central District of California (Orange County), Case No. 11-CV-00681-CJC (MLGx)

Charles v. Aaron's Inc., Los Angeles County Superior Court, Case No. BC431468

Charles v. Nursefinders, LLC, Imperial County Superior Court, Case No. ECU07422

Cheifer v. JetBlue Airways Corporation, Los Angeles County Superior Court, Case No. BC451887

Cheifer, et al. v. WHGM, Inc., Los Angeles County Superior Court, Case No. LC104900

Chong, et al. v. Crescent Northwoods Inn, Inc., Del Norte County Superior Court, Case No. CVUJ-2018-1133

Church v. GameStop, Inc., et. al., USDC – Central District of California (Los Angeles), Case No. 11-CV-00132-VAP-RZ

Clothier v. Spar Marketing Services, Inc., Alameda County Superior Court, Case No: RG12-639317

Coleman v. Wireless Lifestyle, Inc., USDC – Western District of Missouri, Case No. 4:12-cv-00855-ODS

Colombo-Beyeler, et al. v. Viking River Cruises, Inc., San Bernardino County Superior Court, Case No. CIVDS1611608

Conlee v. Clark Pacific Corporation, Yolo County Superior Court, Case No. CV14-1409

Contreras v. Osmose Utilities Services, Inc., San Bernardino County Superior Court, Case No. CIVDS1513998

Contreras v. West American Service Corporation, Kings County Superior Court, Case No. 14C0280

Corona v. Yosemite Meat & Locker Service, Inc., Stanislaus County Superior Court, Case No. 2006828

Cortellessa v. Dotnext, Inc., Alameda County Superior Court, Case No. RG09429971

County v. Ingram Mirco, Inc., San Bernardino Superior Court, Case No. CIVRS 1304445

Covarrubias, et al. v. Petersendean Builder Group, Inc., Kern County Superior Court, Case No. BCV-16-101122

Cowen, et al. v. Evergreen Alliance Golf Limited, L.P., d/b/a Arcis Golf, San Bernardino County Superior Court, Case No. CIVDS1719283

Cruz-Garcia v. Lemonade Restaurant Group, LLC, Los Angeles County Superior Court, Case No. BC478205

Cunningham v. Performance Contracting, Inc., Contra Costa County Superior Court, Case No. C16-02157

Dabney v. Coneybeare, LLC, et al., Orange County Superior Court, Case No. 30-2018-00999989-CU-OE-CXC

Dabney, et al. v. Panera, LLC., San Bernardino County Superior Court, Case No. CIVDS1516030

Diaz, et al. v. Seaworld Entertainment, Inc., Imperial County Superior Court, Case No. ECU10046

Diggs v. Western Waterproofing Company, Inc., San Francisco County Superior Court, Case No. CGC-14-539281

Dismuke v. Rhodes Retail Services, Inc., Sacramento County Superior Court, Case No. 34-2011-00105001

Dorsette v. TA Operating, LLC, USDC – Central District of California (Los Angeles), Case No. EDCV 09-1350 PA (RZx)

Duran v. The Image of California, Inc., Kern County Superior Court, Case No. S-1500-CV-284056 DRL

Edwards v. Trans World Entertainment Corp., San Diego County Superior Court, Case No. 37-2010-00095123-CU-OE CTL

Esakhani v. Central Valley Gaming, Stanislaus County Superior Court, Case No. 2020667

Escobar v. SMSSI of California, Inc., San Francisco Superior Court, JCCP No. 4776

Espinosa v. Taltech Construction, et al., Los Angeles County Superior Court, Case No. BC590176

Espinosa v. Bodycote Thermal Processing, Inc., Los Angeles County Superior Court, Case No. BC501617

Espinoza v. Pabco Building Products, LLC, Los Angeles County Superior Court, Case No. VC065660

Estrada v. Net Source Communications, Inc., Los Angeles County Superior Court, Case No. BC431169

Estrada v. OS Restaurant Services, LLC, Santa Clara County Superior Court, Case No. 16CV293249

Estupinan v. Global Development Strategies, Inc., Santa Clara County Superior Court, Case No. 110CV178898

Fadhl. v. Siemens Healthcare Diagnostics Inc., Sacramento County Superior Court, Case No. 34-2017-00209518

Fernandez v. The Regents of the University of California, Los Angeles County Superior Court, Case No. BC656256

Ferrer v. Dish Network Corporation, Los Angeles County Superior Court, Case No. BC441354

Findora v. Barry Callebaut USA LLC, Napa County Superior Court, Case No. 19CV000219

Flores v. Cintas Corporation, Los Angeles County Superior Court, Case No. BC400422

Friel v. Midwest Construction Services, Inc., San Joaquin County Superior Court, Case No. 39-2015-00329204-CU-OE-STK

Gagnon v. Banc of California, Contra Costa County Superior Court, Case No. C 15-00196

Galarza v. Bayou Well Services, LLC, Kern County Superior Court, Case No. S-1500-CV-279372 DRL

Galarza v. C & H Testing Service LLC, Kern County Superior Court, Case No. BCV-15-100008 SPC

Garcia v. Old Dominion Freight Line, Inc., San Bernardino County Superior Court, Case No. CIVDS1404636

Geer v. Applied Aerospace Structures Corp., San Joaquin County Superior Court, Case No. 39-2014-00313702-CU-OE-STK

Getz v. California Cinema Investments, Inc., Ventura County Superior Court, Case No. 56-2013-00437706-CU-MC-VTA

Gibbs v. M. Lehmann Enterprises, Orange County Superior Court, Case No. 30-2013-00678538-CU-OE-CXC

Gilles v. Schaefer Ambulance Service Inc., Imperial County Superior Court, Case No. ECU07970

Goldman, et al. v. Defender's, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0009973

Gomez v. Low Desert Empire Pizza, Inc., San Bernardino County Superior Court, Case No. CIVVS900392

Gomez v. Pizza Hut of Southeast Kansas, Inc., San Bernardino County Superior Court, Case No. CIVVS900679

Gonzalez v. Harris Farms, Inc., USDC – Eastern District of California (Fresno), Case No. 1:14-cv-00038-LJO-SAB

Guerrero v. Main Electric Supply Company LLC, Ventura County Superior Court, Case No. 56-2019-00525427-CU-OE-VTA

Gutierrez v. Asset Management Specialists, Inc., Fresno County Superior Court, Case No. 12CECG03577

Gutierrez v. Linkus Enterprises, Inc., Madera County Superior Court, Case No. MCV065774

Gutierrez v. Shiekh, LLC, San Bernardino County Superior Court, Case Nos. CIVRS1206525, CIVRS1303408

Hairston v. Stanislaus Surgical Hospital, Stanislaus County Superior Court, Case No. CV-19-000651

Hindman v. Service Quick, Inc., San Bernardino County Superior Court, Case No. CIVDS1724229

Hogan v. iMobile of CA LLC, San Bernardino County Superior Court, Case No. CIVDS1409263

Hogan v. Wireless Evolution Inc., Riverside County Superior Court, Case No. MCC1300669

Hogan v. Wireless That's It! LLC, Riverside County Superior Court, Case No. RIC1201997

Holmes v. Bottling Group, LLC, Stanislaus County Superior Court, Case No. 2022584

Hooper, et al. v. URS Midwest, Inc., et al., San Bernardino Superior Court, Case No. CIVDS1607489

Humphrey v. Freedomroads, LLC, Shasta County Superior Court, Case No. 178228

Hurtado v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC427672

Hyde v. Dent Wizard International Corporation, Sacramento County Superior Court, Case No. 34-2015-00173882

Ibrihim v. Imperfect Foods, Inc., San Joaquin County Superior Court, Case No. STK-VI-UOE-2019-0000846

Id-deen v. Educational Services of America, Solano County Superior Court, Case No. FCS040803

Isherwood v. Mason Dixon Intermodal, Inc., San Joaquin County Superior Court, Case No. 39-2012-00279891-CU-OC-STK

Jahanbin v. Pacific Mercantile Bank, Orange County Superior Court, Case No. 30-2011-00480705CU-OE-CXC

Jenkins v. Sedgwick Claims Management Services, Inc., Los Angeles Superior Court, Case No. LC101648

Job v. California Security Services, Yuba County Superior Court, Case No. 14-0000820

Johnson v. The Goodyear Tire & Rubber Company, USDC – Northern District of California (San Francisco), Case No. 3:13-cv-01069-MMC

Jolin v. Bay Cities Recovery, Inc., El Dorado County Superior Court, Case No. PC20100458

Jordan v. Sutter Memorial Hospital, Stanislaus County Superior Court, Case No. 2023344

Keebaugh v. Mike Thompson Recreational Vehicles, San Bernardino County Superior Court, Case No. CIV-DS-1500718

Kelly v. Robin's Enviro Vac, Inc., Kern County Superior Court, Case No. S-1500-CV-282277
DRL

King v. Levy Premium Foodservice Limited Partnership, Alameda County Superior Court, Case No. HG15786353

Kunsman v. Punch Bowl Sacramento, LLC, et al., Sacramento County Superior Court, Case No. 34-2018-00243175

LaFear v. Encore Education Corporation, San Bernardino County Superior Court, Case No. CIVDS1802251

Lanzarin v. AWI Management Corporation, Solano County Superior Court, Case No. FCS041809

Lee, et al. v. Foster Dairy Farms, Stanislaus County Superior Court, Case Nos. 2006542, 2015679

Lemus, et al. v. Eastridge Workforce Technology, Inc., San Bernardino County Superior Court, Case No. CIV-DS-1611470

Lewis v. American Casino & Entertainment Properties LLC, San Bernardino County Superior Court, Case No. CIVDS1719094

Lemus v. On Assignment Staffing Services, San Bernardino County Superior Court, Case No. CIV-DS-1600497

Leon v. Piercey West Inc., Los Angeles County Superior Court, Case No. BC656874

Lopez v. Creative Communication Technologies, Inc., Imperial County Superior Court, Case No. ECU07851

Lopez v. Go Green Auto Spa Franchise, Inc., et al., Los Angeles County Superior Court, Case No. BC 562212

Lopez v. Truck Accessories Group, LLC, Yolo County Superior Court, Case No. CV13798

Ludlow v. Prince Telecom, LLC, Stanislaus County Superior Court, Case No. 684239

Luna v. Express Locations, LLC, Imperial County Superior Court, Case No. ECU09779

Macias v. American Tire Distributors, Inc., Kern County Superior Court, Case No. BCV-18-101586

Maldonado v. Hardwood Flooring Liquidators, Inc., Los Angeles County Superior Court, Case No. BC642170

Mansfield v. Cambridge Real Estate Services, Inc., Butte County Superior Court, Case No. 160175

Martinez v. DPI Specialty Foods West, San Joaquin County Superior Court, Case No. 39-2015-00327311-CU-OE-STK

Martinez v. Styles For Less, Inc., San Bernardino County Superior Court, Case No. CIVVS1203057

Mayne v. John Muir Behavioral Health, Contra Costa County Superior Court, Case No. C17-00998

Maze v. Bulldog Freightway, Inc., Imperial County Superior Court, Case No. ECU08716

McCormick v. G & O Body Shop, Inc., El Dorado Superior Court, Case No. PC20130291

McCrary v. Campbell Soup Supply Company, San Joaquin County Superior Court, Case No. 39-2013-00297698-CU-OE-STK

McDaniel v. Vancary, Inc., Tulare County Superior Court, Case No. 268036

Melgar-Farela v. Guardian Compliance, Inc., Los Angeles County Superior Court, Case No. BC481865

Mendiola v. Tyco Electronics Corporation, Riverside County Superior Court, Case No. RIC1400721

Mettler v. Les Schwab Tire Centers of California, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-476

Miller v. California Subshine, Inc., Los Angeles County Superior Court, Case No. BC637754

Miller v. Southwest Airlines Co., USDC – Northern District of California (San Francisco), Case No. 3:12-cv-05978-CRB

Mitchell v. Crossmark, Inc., USDC – Central District of California (Los Angeles), Case No. CV 11-2818-JAK (FMOx)

Moghrabi v. Vitaligent, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-1650

Molina v. Berkshire Hathaway Energy Company, et al., Imperial County Superior Court, Case No. ECU000522

Moore v. Horizon Solar Power, Inc., San Bernardino County Superior Court, Case No. CIVDS1410001

Murray v. Select Media Services, LLC, Los Angeles County Superior Court, Case No. BC424506

Myles v. Central Transport LLC, San Bernardino County Superior Court, Case No. CIVDS1401434

Navarro v. Mariana Packing Co., Inc., Solano County Superior Court, Case No. FCS045935

Nehrlich, et al. v. RPM Mortgage, Inc., Orange County Superior Court, Case No. 30-2013-00666783-CU-OE-CXC

Overton v. Hat World, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:11-CV-01645-LKK-KJN

Perez v. Alcatel-Lucent USA Inc., Imperial County Superior Court, Case No. ECU07977

Perez v. Major Gloves and Safety, Inc., San Bernardino County Superior Court, Case No. CIVDS1710445

Perry v. Cardinal Health 200, LLC, Solano County Superior Court, Case No. FCS035303

Phraxayavong-Briones v. RSM, Inc., Sacramento County Superior Court, Case No. 34-2012-00117524

Pugh v. Wi Spa, LLC, Imperial County Superior Court, Case No. ECU07932

Quist v. Knight Transportation, Inc., San Bernardino Superior Court, Case No. CIVDS 1615414

Quitco v. Aviation Fuel Systems Repair, Inc., San Bernardino Superior Court, Case No. CIVRS1302311

Rambeau v. C.C.M. Corporation, et al., Sacramento County Court, Case No. 34-2018-00244842

Rankins v. Roman Empire Living Skills, Inc., Los Angeles County Superior Court, Case No. BC713399

Rees v. Advantel, Incorporated, Santa Clara County Superior Court, Case No. 16-CV-292219

Renfrow v. Janra Enterprises, Inc., Sacramento County Superior Court, Case No. 3402010-00080471

Reynolds v. Diamond Pet Food Processors of Ripon, San Joaquin County Superior Court, Case No. 39-2014-00310818

Richard v. A-Para Transit Corp., Alameda County Superior Court, Case No. HG17870373

Richardson v. TEC Equipment, Inc., et al., Los Angeles County Superior Court, Case No. VC065536

Robles v. North County Health Project Incorporated, San Diego Superior Court, Case No. 37-2014-00001751-CU-OE-NC

Rodas v. Monetary Management of California, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:14 cv 01389 TLN AC

Rodriguez v. 20/20 Plumbing & Heating, Inc., San Bernardino County Superior Court, Case No. CIVDS1705362

Rodriguez v. Commerce Distribution Company, Los Angeles County Superior Court, Case No. BC656259

Rodriguez v. Valley Oak, San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-7980

Roden v. Service Champions, San Bernardino County Superior Court, Case No. CIVDS1613183

Russell v. Bradshaw International, Imperial County Superior Court, Case No. ECU00853

Rutledge, et al. v. Healthport Technologies, LLC, Alameda County Superior Court, Case No. RG16835813

Sabala v. Econtactlive, Inc., Stanislaus County Superior Court, Case No. 684981

Sabatier v. Picture Perfect Installation, Inc., Riverside County Superior Court, Case No. RIC10004953

Salameh v. Sonomaience OPCO, LLC, Sonoma County Superior Court, Case No. SVC264228

Salazar v. Tag-3 Medical Investment Group, LLC, Los Angeles County Superior Court, Case No. BC527698

Salbeck v. Ingredion Incorporated, San Joaquin County Superior Court, Case No. STK-UOE-2017-0012622

Sampson v. Healthnet of California Inc., Sacramento County Superior Court, Case No. 34-2015-00183785-CU-OE-GDS

Sanchez v. Don Roberto Jewelers, Inc., Imperial County Superior Court, Case No. ECU06819

Sanders v. Lionakis, Sacramento County Superior Court, Case No. 34-2017-00223601

Santana v. United Staffing Associates, LLC, Tulare County Superior Court, Case No. 249338

Schrader v. Adidas Promotional Retail Operations, Inc., Los Angeles County Superior Court, Case No. BC414168

Sebrell v. Pomeroy IT Solutions, San Bernardino County Superior Court, Case No. CIVDS1721560

Seymour v. Quest Service Group, LLC, Sacramento County Superior Court, Case No. 34-2017-00206917

Silva v. Trical, San Benito County Superior Court, Case No. CU-16-00218

Simler v. Polly's Inc., Riverside County Superior Court, Case No. RIC 1117862

Sipin, Scott v. Salesforce.com, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2019-0004629

Skuro v. BMW of North America, LLC, USDC – Central District of California (Los Angeles), Case No.: CV 10-8672-GW (FFMx)

Smith v. Steelcase, Inc., San Bernardino County Superior Court, Case No. CIVDS1725850

Sohal v. Foster Poultry Farms, Stanislaus County Superior Court, Case No. 2026605

Solomon v. City of Los Angeles, Los Angeles County Superior Court, Case No. BC570345

Solano v. Vozzcom, Inc., Imperial County Superior Court, Case No. ECU09519

Smith, et al. v. Sente Development, Inc., Sacramento County Superior Court, Case No. 34-2016-00196614

Solorzano v. FDS Manufacturing Corporation, Los Angeles County Superior Court, Case No. BC542532

Solowitz v. BakeMark USA LLC, Los Angeles County Superior Court, Case No. BC467838

Spampinato v. Wind & Sea Restaurants, Inc., San Bernardino County Superior Court, Case No. CIVVS1205154

Spitzer, et al. v. FRHI Hotels & Resorts (Canada) Inc., San Bernardino County Superior Court, Case No. C IVDS1712220

Stephens v. C.S., Inc., Riverside County Superior Court, Case No. PSC1301224

Stevenson v. Harvest Management Sub LLC, Ventura County Superior Court, Case No. 56-2011-00397420-CU-OE-SIM

Thompson v. Continental Labor Resources, Inc. d/b/a Continental Labor & Staffing Resources, Kern County Superior Court, Case No. S-1500-CV-278751-DRL

Thompson v. Sidhu Truck Line, Inc., Kern County Superior Court, Case No. BCV-15-101308-DRL

Tigas v. Ajilon Communications, Los Angeles County Superior Court, Case No. BC409737

Torres v. Coastal Employment Inc., Los Angeles County Superior Court, Case No. BC529207

Tran v. CSP Fiber Services, San Bernardino County Superior Court, Case No. CIVDS172758

Tripp v. California Guest Services, Inc., Plumas County Superior Court, Case No. CV16-00036

Valdez v. Diamond Landscaping, Inc., Los Angeles County Superior Court, Case No. BC497097

Valencia v. American Team Managers, Inc., Orange County Superior Court, Case No. 30-2016-00857365-CU-CR-CXC

Van Son v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC494747

Vasquez v. Schurman Fine Papers, San Joaquin County Superior Court, Case No. STK-CV-LMC-2015-10035

Velasquez v. Modesto Ventures, LLC, Sacramento County Superior Court, Case No. 32-2012-00126159

Victoria v. Bali Limousines Inc., San Mateo County Superior Court, Case No. CIV507774

Victorian v. Vision X, Inc., Los Angeles County Superior Court, Case No. BC400333

Wade v. Frito Lay, Kern County Superior Court, Case No. BCV-17-102014

Walls v. E. & J. Gallo, Stanislaus County Superior Court, Case No. 2015874

Warner v. Waterdrops Express Car Wash, LLC, Tulare County Superior Court, Case No. 265708

Waybright v. EAH, Inc., Stanislaus County Superior Court, Case No. 2011677

Weiss v. C.A.R. Enterprises, Inc., Riverside County Superior Court, Case No. RIC1113165

White v. Sally Beauty Supply, LLC, Imperial County Superior Court, Case No. ECU08177

Williams v. Dennis Dillon RV, LLC, San Bernardino County Superior Court, Case No. CIVDS 16006879

Williams v. Closet World, Inc., Los Angeles County Superior Court, Case No. BC400178

Williams v. Progress Rail Services Corporation, Kern County Superior Court, Case No. S-1500-CV-280236 DRL

Wing v. Three Group, Inc., Los Angeles County Superior Court, Case No. BC643883

Wilson v. ALSCO, Inc., Imperial County Superior Court, Case No. ECU07406

Wilson v. Michael C. Stead, Inc., Contra Costa Superior Court, Case No. C1400135

Winningham v. Storer Transportation Service, San Joaquin County Superior Court, Case No. 39-2015-00324708-CU-STK

Woody v. WBN Home Design, San Bernardino County Superior Court, Case No. CIVDS1613367

Woods, et al. v. F&B Innovations, LLC, San Bernardino County Superior Court, Case No. CIVDS1717765

Woodyard v. Bellus ALC Acquisition, LLC, USDC – Central District of California (Los Angeles), Case No. 2:13-cv-05285 SJO AGRx

Wright v. Social Vocational Services, Inc., Kern County Superior Court, Case No. BCV-15-101264

Ybarra v. New Legend, Inc., Sutter County Superior Court, Case No. CVCS-16-2097

Zaragoza v. Center Automotive, Inc., Los Angeles Superior Court, Case No. BC505194

EXHIBIT B

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Attorneys for Defendant Jamnadas, Inc.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS**

BERNADETTE UVALLES, on behalf of
herself and all "aggrieved employees"
pursuant to Labor Code § 2698 *et seq.*

Plaintiff,

v.

JAMNADAS, INC., a California
corporation, and DOES 1 through 10,
inclusive,

Defendants.

CASE NO: CV-21-005438

Assigned to the Hon. John D. Freeland, Dept. 23

CLASS ACTION

**SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS**

Complaint Filed: October 4, 2021

1 **SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS**

2 This Settlement Agreement and Release of Claims (“Settlement Agreement,” “Stipulation,”
3 or “Stipulation of Settlement”) is made and entered into by and between Plaintiff Bernadette
4 Uvalles (“Uvalles” or “Plaintiff” or “Class Representative”), individually and on behalf of the
5 Settlement Class and all others similarly situated, and Defendant Jamnadas, Inc. (“Defendant”),
6 subject to the terms and conditions herein and the Court’s approval.

7 **A. Definitions.**

8 1. Plaintiff, the Settlement Class (as defined below), and Defendant are collectively
9 referred to herein as “the Parties.”

10 2. Daniel F. Gaines and Alex P. Katofsky of Gaines & Gaines, APLC are counsel of
11 record for Plaintiff. For purposes of this settlement only, the firm of Gaines & Gaines, APLC shall
12 be designated as “Class Counsel.”

13 3. The “Action” means the case entitled *Bernadette Uvalles v. Jamnadas, Inc.*, Case
14 No. CV-21-005438, pending before the Superior Court of the State of California for the County of
15 Stanislaus.

16 4. The “Settlement Class” shall be defined as “all current and former hourly-paid, non-
17 exempt employees employed by Defendant in California between October 4, 2017 and June 12,
18 2022” (the “Class Period”). Defendant represents that this Class contains no more than
19 approximately 200 Class Members who worked no more than 12,000 workweeks during the Class
20 Period.

21 5. Members of the Settlement Class shall collectively be referred to as a “Class
22 Member” or “Class Members.” Any Class Member who files a timely Request for Exclusion, as
23 detailed below, will be excluded from the final Settlement Class.

24 **B. General.**

25 1. On July 27, 2021, Plaintiff exhausted the pre-filing requirements of the Labor Code
26 Private Attorneys General Act of 2004 (“PAGA”).

27 2. On or about October 4, 2021, Plaintiff initiated the Action by filing a Representative
28 Action Complaint for Penalties, pursuant to PAGA, on behalf of herself and all other aggrieved

1 employees (the "Complaint"). The First Amended Complaint, attached hereto as **Exhibit 3** and
2 which will be filed as part of the settlement approval process, asserts both Class action claims
3 (pursuant to CCP §382 et seq.) and PAGA representative claims (pursuant to Cal. Lab. Code §2689
4 et seq.) against Defendant for (1) failure to pay for all hours worked (Labor Code §§ 510 and 1194);
5 (2) failure to pay correct overtime rates of pay (Labor Code §§ 510 and 1194); (3) failure to provide
6 compliant rest periods or compensation in lieu thereof (Labor Code §§ 226.7 and 558; IWC Wage
7 Order 5-2001); (4) failure to provide compliant meal periods or compensation in lieu thereof (Labor
8 Code §§ 226.7, 512, and 558; IWC Wage Order 5-2001); (5) failure to reimburse all business-
9 related expenses (Labor Code § 2802); (6) failure to comply with itemized employee wage
10 statement provisions (Labor Code § 226(a), (e), (h))); (7) failure to timely pay wages due at
11 separation of employment (Labor Code §§ 201-203); (8) violation of Business and Professions
12 Code §§ 17200, *et seq.*; (9) civil penalties pursuant to Labor Code § 2698, *et seq.*, for violations of
13 Labor Code § 1198 for failure to provide suitable seating and (10) civil penalties pursuant to Labor
14 Code § 2698, *et seq.* for violations of Labor Code §§ 201, 202, 226(a), 226.3, 226.7, 510, 512, 558,
15 1194, 1198 and 2802 (the "First Amended Complaint").

16 3. Defendant denies any liability or wrongdoing of any kind associated with the claims
17 alleged in the Action, and further denies that the Action is appropriate for class treatment for any
18 purpose other than this settlement. Defendant contends that it has complied at all times with the
19 California Labor Code, Industrial Welfare Commission Wage Orders, and all other applicable
20 federal, state, and local laws and regulations. It is Defendant's position that, if this case were to be
21 litigated, class certification would be inappropriate because Plaintiff is not an adequate class
22 representative, Plaintiff's claims are not typical of putative class members, and individual issues
23 predominate over class issues. The Action, the negotiation and execution of this Settlement
24 Agreement, and all acts performed or documents executed pursuant to or in furtherance of the
25 Settlement Agreement (i) shall not be used as an admission or evidence of wrongdoing on behalf
26 of Defendant; (ii) shall not be an admission or evidence of fault on behalf of Defendant in any
27 action before a civil, criminal, or administrative agency; and (iii) shall not be deemed to be, and
28

1 may not be used as, an admission or evidence of the appropriateness of these or similar claims for
2 class certification in the Action or with respect to any other proceeding.

3 4. The Class Representative contends that Defendant violated the California Labor
4 Code and Industrial Welfare Commission Wage Order(s), and that this case is appropriate for class
5 certification.

6 5. Class Counsel represent that they have conducted a thorough investigation into the
7 facts and law during the prosecution of this class action case, including the exchange of extensive
8 informal discovery and the review and verification of statistical data and other facts and information
9 provided by Defendant. Counsel for the Parties also represent that they have investigated the
10 applicable law as applied to the facts discovered regarding the alleged claims of Plaintiff and
11 potential defenses thereto, and the damages and other losses claimed by Plaintiff.

12 6. On April 12, 2022, following their exchange of information and documents
13 regarding the Settlement Class and the claims and defenses asserted by the Parties, the Parties
14 engaged in arm's-length negotiations with the assistance of mediator Marc Feder, Esq., through
15 which they were able to reach the resolution of the Action set forth herein.

16 7. Based on their own independent investigation and evaluation, Class Counsel are of
17 the opinion (and will so represent to the Court) that settlement for the consideration and on the
18 terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best
19 interest of the Settlement Class in light of all known facts and circumstances, including the risk of
20 significant delay, the risk the Settlement Class will not be certified by the Court, and the defenses
21 asserted by Defendant. Defendant and its counsel also agree (and will so represent to the Court)
22 that this settlement is fair and in the best interest of the Settlement Class.

23 8. The Parties agree that the Settlement Class described herein may be certified for
24 settlement purposes only and that any motion for approval seeking, *inter alia*, certification of the
25 Settlement Class is for purposes of the settlement only. If for any reason the settlement is not
26 approved, the certification will have no force or effect and will immediately be revoked. The
27 Parties further agree that certification for purposes of the settlement is in no way an admission that
28 class certification is proper under the more stringent standard applied for litigation and that

evidence of this limited Stipulation for settlement purposes only will not be admissible for any purpose in this or any other proceeding.

C. Terms of Settlement.

1. The financial terms of the settlement are as follows:

(a) **Gross Settlement Amount:** The Parties agree to settle this Action for a Gross Settlement Amount of Two Hundred Eighty-Six Thousand Dollars (\$286,000.00) (the "Gross Settlement Amount"), subject to any increase based on the escalator provision in paragraph H(16) herein. The Gross Settlement Amount includes the attorneys' fees of Class Counsel; litigation costs and expenses (which includes, without limitation, all such fees and costs incurred to date, as well as such fees and costs to be incurred in documenting the settlement, providing any notices required as part of the settlement, securing Court approval of the settlement, and obtaining judgment in the Action); the Enhancement Payment to the Class Representative, as approved by the Court; the payment to the California Labor and Workforce Development Agency ("LWDA"); and all costs of administration, including, without limitation, settlement administration fees and expenses. All employer payroll tax obligations due on wage payments made from the Net Settlement Amount shall be paid by Defendant separate and apart from, and in addition to the Gross Settlement Amount.

(b) **Net Settlement Amount:** "Net Settlement Amount" is defined as the Gross Settlement Amount less the amounts approved and awarded by the Court for: attorneys' fees and documented litigation costs and expenses incurred or advanced by Class Counsel; the Enhancement Payment to the Class Representative; the payment to the LWDA pursuant to PAGA; and the costs of administering the settlement.

(c) **Individual Payment Amounts:** "Individual Payment Amount" means the portion of the Net Settlement Amount distributable to each Class Member who participates in the Settlement (i.e., who does not submit a valid request for exclusion form). The Individual Payment Amounts will be calculated by dividing the Net Settlement Amount by the total weeks worked by all participating Class Members in California in an hourly-paid, non-exempt position during the Class Period, which will yield the applicable weekly rate. The weekly rate shall be multiplied by

1 the number of weeks each individual participating Class Member worked for Defendant in
2 California in an hourly-paid, non-exempt position during the Class Period to yield their Individual
3 Payment Amount. Each Participating Settlement Class Member who does not opt out will receive
4 an Individual Payment Amount equal to their individual weeks worked in California in an hourly-
5 paid, non-exempt position during the Class Period multiplied by the weekly rate.

6 i. For tax purposes, each Individual Payment Amount will be
7 apportioned (a) 20% as wages, inclusive of premiums (reported on an IRS Form W-2 and subject
8 to applicable withholdings); (b) 40% to penalties (reported on an IRS Form 1099, if required by
9 law); and 40% to interest (reported on an IRS Form 1099, if required by law). All Individual
10 Payment Amounts paid to Class Members will be subject to any applicable wage garnishments,
11 liens, or other legally mandated treatment as required by law.

12 (d) **PAGA Payment:** The Parties agree that Ten Thousand Dollars
13 (\$10,000.00) shall be allocated to settle Plaintiff's claims brought pursuant to PAGA. Of this
14 amount, Seventy-Five percent (75%), or Seven Thousand Five Hundred Dollars (\$7,500.00), shall
15 be paid to the LWDA, and the remaining Twenty-Five percent (25%), or Two Thousand Five
16 Hundred Dollars (\$2,500.00), shall be included in the Net Settlement Amount for payment to Class
17 Members.

18 (e) **Enhancement Payment to Class Representative:** The amount awarded to
19 the Class Representative as an Enhancement Payment will be set by the Court in its discretion, not
20 to exceed Seven Thousand Five Hundred Dollars (\$7,500.00). This amount will be deducted from
21 the Gross Settlement Amount. An IRS Form 1099 will be issued to the Class Representative for
22 her Enhancement Payment. Defendant agrees not to dispute or otherwise object to the
23 Enhancement Payment if Plaintiff requests \$7,500 or less.

24 (f) **Attorneys' Fees:** An award to Class Counsel of attorneys' fees will be
25 deducted from the Gross Settlement Amount in an amount to be set by the Court taking into account
26 the settlement award that has been made available for the Settlement Class by the efforts of Class
27 Counsel. The amount awarded shall not exceed 35% of the Gross Settlement Amount (i.e., One
28 Hundred Thousand One Hundred Dollars (\$100,100.00)). An IRS Form 1099 will be issued to

1 Class Counsel with respect to its award of attorneys' fees. Defendant agrees not to dispute or
2 otherwise object to the attorneys' fee award requested by Class Counsel so long as the request does
3 not exceed 35% of the Gross Settlement Amount.

4 (g) **Attorneys' Costs and Expenses:** Class Counsel will be reimbursed from
5 the Gross Settlement Amount in an amount to be set by the Court for documented out-of-pocket
6 litigation costs and expenses, not to exceed Twelve Thousand Dollars (\$12,000.00). An IRS Form
7 1099 will be issued to Class Counsel with respect to its award of costs and expenses. Defendant
8 agrees not to dispute or otherwise object to the attorneys' cost award requested by Class Counsel
9 so long as the request does not exceed \$12,000.

10 (h) **Settlement Administration Costs:** The fees and other charges of the
11 Settlement Administrator to administer the Settlement are expected to total no more than Seven
12 Thousand Five Hundred Dollars (\$7,500.00), and will be paid from the Gross Settlement Amount.
13 These fees shall include any costs associated with the required tax reporting on any Individual
14 Payment Amounts, and the issuing of any and all W-2 and 1099 forms. Subject to approval of the
15 Court, the Parties have agreed that Simpluris will serve as a neutral third-party claims'
16 administrator ("Settlement Administrator") to perform all acts related to providing notice to the
17 Settlement Class. Settlement Administrator shall be responsible for (a) printing and distributing
18 the Court-approved Notice of Class Action Settlement ("Class Notice") to all Class Members; (b)
19 administering the settlement; (c) processing exclusions, objections, and field inquiries from Class
20 Members; (d) resolving disputes; (e) calculating the Individual Payment Amount each Participating
21 Class Members is eligible to receive; (f) distributing the Gross Settlement Amount as directed by
22 the Court and set forth herein; (g) tax reporting; (h) providing necessary weekly status reports; and
23 (i) other duties and responsibilities set forth herein.

24 (i) **No Warranty by Defendant:** Plaintiff understands and agrees that
25 Defendant is not providing Plaintiff or Class Members with tax or legal advice and that Defendant
26 makes no representations regarding tax obligations or consequences, if any, related to this
27 Settlement Agreement.

28 \\\

D. Release of Claims.

1. Upon the Effective Date, and subject to Defendant's full payment of the Gross Settlement Amount, Plaintiff and all Settlement Class Members who do not timely opt-out will be deemed to have fully released and discharged Defendant Jamnadas, Inc. and its present and former officers, directors, members, owners, managers, shareholders, agents, operators, partners, joint ventures, subsidiaries, parent companies, related entities, consultants, attorneys, successors or assignees ("Released Parties") from any and all Released Claims which arose during their employment in an hourly-paid, non-exempt position in California during the Class Period.

2. The "Released Claims" include all claims and allegations made in the Complaint, the Amended Complaint, and which could have been raised in the PAGA and Class Action based on the facts and claims alleged therein, including, without limitation, all claims for failure to: pay for off the clock work, pay overtime, pay meal and rest premiums, provide suitable seating, reimburse expenses, timely pay all wages due at separation, and issue compliant wage statements, including claims arising, without limitation, under Cal. Labor Code §§ 201, 202, 203, 226, 226.3, 510, 512, 558, 1194, 1198, 2802, 2698, and 2699 *et seq.* and IWC Wage Order 5-2001, which arose during employment in an hourly-paid, non-exempt position in California during the Class Period.

3. Upon the Effective Date and subject to Defendant's full payment of the Gross Settlement Amount, Plaintiff Uvalles shall be deemed to have fully, finally, and forever released the Released Parties from any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against the Released Parties, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, whether known or unknown, and whether anticipated or unanticipated, including unknown claims covered by Civil Code Section 1542, arising through the date of his signature hereon, for any type of relief, including, without limitation, claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief. These claims include, but are not limited to, the Released Claims, as well as any other claims under

1 any provision of the California Labor Code or any applicable California Industrial Welfare
2 Commission Wage Orders, and claims under local, state, or federal discrimination statutes,
3 including, without limitation, the California Fair Employment and Housing Act, California
4 Government Code §§ 12940 et seq.; the Unruh Civil Rights Act, California Civil Code §§ 51 et
5 seq.; the California Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000 et
6 seq.; the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq.; the Employee Retirement
7 Income Security Act of 1974, 29 U.S.C. §§ 1001 et seq.; and all of their implementing regulations
8 and interpretive guidelines. With respect to these Released Claims as described in this Section,
9 Plaintiff Uvalles shall be deemed to have expressly waived and relinquished, to the fullest extent
10 permitted by law, the provisions, rights, and benefits he may otherwise have had pursuant to
11 Section 1542 of the California Civil Code, which provides as follows:

12 **A general release does not extend to claims that the creditor or releasing party**
13 **does not know or suspect to exist in his or her favor at the time of executing the**
14 **release and that, if known by him or her, would have materially affected his or**
15 **her settlement with the debtor or released party.**

16 Notwithstanding Section 1542, Plaintiff understands and agrees that this Agreement shall
17 act as a release of all future claims that may arise from Plaintiff Uvalles' employment or separation
18 from employment with Defendant, or any other matters that existed between Plaintiff Uvalles and
19 the Released Parties up to the date of this Agreement, whether such claims are currently known or
20 unknown, and that Plaintiff intentionally waives any rights she may have under the provisions of
21 Section 1542, as well as under any other statutes or common law principles of similar effect in the
22 State of California or in any other state.

23 **E. Notice and Exclusion Process.**

24 1. Within fifteen (15) business days after entry of the order granting preliminary
25 approval of this Settlement, Defendant shall provide to the Settlement Administrator a list of all
26 Class Members, including their last known addresses, telephone numbers, social security numbers,
27 and their dates of employment in an hourly-paid, non-exempt position in California during the Class
28 Period ("Settlement Class Information"). The names, addresses, telephone numbers, and Social
Security numbers will only be disclosed to the Settlement Administrator and not to Plaintiff's

1 Counsel. All information provided to the Settlement Administrator will be marked
2 CONFIDENTIAL. This information shall be kept confidential and shall not be disclosed, either in
3 writing or orally, by the Settlement Administrator. The Settlement Administrator shall use due care
4 with respect to the storage, custody, use, and/or dissemination of the confidential information. Such
5 information must be stored in a secure fashion and all persons who access the data must agree to
6 keep it confidential.

7 2. A notice of pendency of class action, proposed settlement, and hearing date for
8 Court approval ("Class Notice") in the form attached hereto as **Exhibit 1**, and as approved by the
9 Court, shall be sent by the Settlement Administrator to the Class Members, by first class mail,
10 within ten (10) calendar days after receipt of the Settlement Class Information. Attached to the
11 Class Notice will be a request for exclusion form ("Request for Exclusion Form") in the form
12 attached hereto as **Exhibit 2**.

13 3. The Settlement Administrator will make reasonable efforts to ensure that the Class
14 Notice and Request for Exclusion Form are sent to all Class Members. It will conclusively be
15 presumed that if an envelope has not been returned within thirty (30) days of the mailing that the
16 Class Member received the Class Notice. In the event of returned or non-deliverable notices, the
17 Settlement Administrator will make reasonable efforts to locate Class Members and re-send the
18 notices.

19 4. Each Class Member will be fully advised of the settlement, the ability to object to
20 the settlement, and the ability to submit a Request for Exclusion Form. The Class Notice will
21 inform the Class Members of the Court-established deadlines for filing objections and a Request
22 for Exclusion Form.

23 5. Each Class Notice will contain personalized information setting forth the number of
24 weeks each Class Member worked for Defendant in California in an hourly-paid, non-exempt
25 position during the Class Period and their estimated Individual Payment Amount. To the extent a
26 Class Member disputes any of the information listed on his or her Class Notice, the Class Member
27 may produce evidence to the Settlement Administrator showing such information the Class
28 Member contends should be reflected in the Class Notice. Defendant's records will be presumed

determinative, however, and the Settlement Administrator's decision on these matters will be final. The Class Notice will also set forth IRS W-9 information if required.

6. All Class Members who do not submit a Request for Exclusion Form will be eligible to receive an Individual Payment Amount which shall be mailed to them subject to the occurrence of the Effective Date.

7. In order to elect not to participate in the Settlement, a Class Member must submit a Request for Exclusion Form, and mail it to the Settlement Administrator no later than forty-five (45) calendar days after the initial mailing of the Class Notice and Request for Exclusion Form to Class Members, unless the Court requires a longer period, in which case the Court ordered exclusion period will apply. The date of the postmark shall be deemed the date of submission. The timeliness of submitted Request for Exclusion Forms will be determined by valid postmark. If the 45th day falls on a Sunday or federal holiday, the time to request exclusion will be extended to the next day on which the U.S. Postal Service is open.

8. The deadline for submission of Exclusion Forms shall be extended once by 30 days for those Class Members whose Class Notice and Exclusion Form are returned as "undeliverable." If the 30th day falls on a Sunday or federal holiday, this deadline will be extended to the next day on which the U.S. Postal Service is open.

9. The Settlement Administrator will search for additional addresses on returned mail and will re-mail the Class Notice and Exclusion Form to an updated address (if any) within 15 days of receipt of the returned mail. The 30-day extended time limit will run from the date of the second mailing for those Class Members. To the extent a Class Notice from the initial mailing is not returned within 30 days, it shall be deemed to have been sent to a valid address even if it is thereafter returned. It is the intent of the Parties that reasonable, but not extraordinary, efforts be used to locate Class Members. If the initial Class Notice and Request for Exclusion Form is returned, the Settlement Administrator will search using the social security number for a more current address. If no address is found within 10 days, no further action is required.

10. The Settlement Administrator will notify the Parties of the total number of valid Request for Exclusion Forms within ten (10) calendar days after the deadline for receipt of the

1 Request for Exclusion Forms (fifty-five (55) days following the initial mailing of the Class Notice
2 and Request for Exclusion Forms to Class Members).

3 11. In order to object to the settlement, a Class Member must mail his or her objection
4 to the Settlement Administrator no later than forty-five (45) calendar days after the mailing of the
5 Class Notice and Request for Exclusion Form to Class Members, unless the Court requires a longer
6 period, in which case the Court ordered objection period will apply. If the 45th day falls on a
7 Sunday or federal holiday, the time to object to the settlement will be extended to the next day on
8 which the U.S. Postal Service is open. Under no circumstances shall the objection deadline be
9 extended for any reason.

10 12. The Settlement Administrator shall provide to the Parties, at least twelve (12)
11 calendar days prior to the final approval hearing, or as otherwise ordered by the Court, a declaration
12 of due diligence and proof of mailing with regard to the mailing of the Class Notice and Request
13 for Exclusion Forms. The Settlement Administrator will also provide to the Parties, at least twelve
14 (12) calendar days prior to the final approval hearing, or as otherwise ordered by the Court, a report
15 listing the amount of all payments to be made to each Class Member without names or personal
16 identifying information. The Settlement Administrator will also provide to Defendant, at least
17 twelve (12) calendar days prior to the final approval hearing, or as otherwise ordered by the Court,
18 a tabulation of the employer payroll taxes owed by Defendant. Once this Settlement Agreement is
19 fully executed, the Settlement Administrator will be available to communicate and coordinate with
20 Defendant as reasonably necessary to facilitate the tabulation, documentation, and implementation
21 of employer payroll taxes owed by Defendant.

22 13. Defendant shall deposit the Gross Settlement Amount with the Settlement
23 Administrator in two equal payments, as follows: (a) One Hundred Forty-Three Thousand Dollars
24 (\$143,000.00), plus half of the employer payroll taxes, no later than fourteen (14) calendar days
25 after the Effective Date (defined below) and (b) One Hundred Forty-Three Thousand Dollars
26 (\$143,000.00), plus half of the employer payroll taxes, no later than 180 calendar days after the
27 initial payment. The claims administrator will issue proportionate payments (50% to each recipient)
28 for the obligations due for attorneys' fees and costs to Class Counsel, cost of administration, the

1 enhancement to Plaintiff, and the payment to the LWDA within ten (10) calendar days after each
2 deposit of the Gross Settlement Amount by Defendant. Class Members will also be issued their
3 awards within ten (10) calendar days after each deposit by Defendant (i.e., two equal payments to
4 each Class Member approximately six (6) months apart). The Settlement Administrator will be
5 responsible for tabulating, administering, and documenting the relevant payroll taxes and shall
6 provide all necessary and reasonably requested documentation to Defendant regarding the payroll
7 taxes. No disbursements shall be made unless and until the Effective Date of the Settlement first
8 occurs.

9 14. The Effective Date of this Settlement Agreement ("Effective Date") is the date of
10 the later of: (a) final approval by the Court; or (b) if there are objections to the settlement which are
11 not withdrawn, and if an appeal, review, or writ is not sought from the judgment, the sixty-first
12 (61st) day after service of notice of entry of judgment; or (c) the dismissal or denial of an appeal,
13 review, or writ, if the Judgment is no longer subject to judicial review.

14 15. Class Members must cash each of their Individual Payment Amount checks within
15 one hundred eighty (180) calendar days after they are mailed by the Settlement Administrator. The
16 value of any checks uncashed more than one hundred eighty (180) days after mailing will escheat
17 to the State of California's unclaimed property program.

18 **F. Duties of the Parties Prior to Court Approval.**

19 1. Promptly after execution of this Settlement Agreement, Plaintiff shall move the
20 Court for preliminary approval of this settlement and entry of an order accomplishing the
21 following:

- 22 (a) scheduling a fairness hearing on the question of whether the proposed
23 settlement should be finally approved as fair, reasonable and adequate as to the Class Members;
- 24 (b) approving as to form and content the proposed Class Notice;
- 25 (c) approving as to form and content the proposed Request for Exclusion
26 Form;
- 27 (d) preliminarily certifying the Settlement Class for purposes of settlement;
- 28 (e) preliminarily approving the PAGA payment of \$7,500 to the LWDA;

- (f) preliminarily setting attorneys' fees and costs payable to Class Counsel;
- (g) preliminarily setting the enhancement payment to the Class Representative;
- (h) preliminarily approving Simpluris as the Settlement Administrator and its estimated fees and costs of \$7,500; and
- (i) permitting Plaintiff to file the First Amended Complaint.

The Parties shall submit this Settlement Agreement to the Court and the LWDA in support of Plaintiff's unopposed motion for preliminary approval of the settlement.

G. Duties of the Parties in Connection with and Following Final Court Approval.

1. In connection with the hearing on final approval of the settlement provided for in this Settlement Agreement, the Parties will submit a proposed final order no later than ten (10) calendar days prior to the scheduled date of the hearing on final approval (unless otherwise ordered by the Court):

(a) approving the settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

(b) approving Class Counsel's application for an award of attorneys' fees and reimbursement of documented litigation costs and expenses, the Enhancement Payment to the Class Representative, the PAGA Payment to the LWDA, and the costs of administering the settlement; and

(c) entering judgment in this Action in accordance with this Stipulation, pursuant to Cal. Rules of Court, Rule 3.769(h).

2. Class Counsel shall file an application for attorneys' fees and reimbursement of costs and expenses no later than ten (10) calendar days prior to the scheduled date of the hearing on final approval (unless otherwise ordered by the Court).

H. Miscellaneous Provisions:

1. Voiding the Agreement.

In the event that the Court fails to approve the settlement, or if the appropriate appellate court fails to approve the settlement or if the Settlement Agreement is otherwise terminated: (1) the Settlement Agreement shall have no force and effect and the Parties shall be restored to their

1 respective positions prior to entering into it, and no Party shall be bound by any of the terms of
2 the Settlement Agreement; (2) Defendant shall have no obligation to make any payments to the
3 Settlement Class members, the Settlement Administrator, the LWDA, Plaintiff or Plaintiff's
4 counsel; (3) any preliminary approval order, final approval order or judgment, shall be vacated;
5 and (4) the Settlement Agreement and all negotiations, statements, proceedings and data relating
6 thereto shall be deemed confidential mediation settlement communications and not subject to
7 disclosure for any purpose in any proceeding. If either (i) 10% or more of the Settlement Class
8 members, or, (ii) a number of Settlement Class members whose share of the Net Settlement
9 Amount is 10% or more elect not to participate in the settlement, or both (i) and (ii), Defendant
10 may, at its election, rescind the settlement and all actions taken in its furtherance of it will be
11 thereby null and void. Defendant must exercise this right of rescission, in writing, to Class
12 Counsel, within twenty (20) calendar days after the Settlement Administrator notifies the Parties
13 of the total number of opt-outs.

14 **2. Parties' Authority.**

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

17 **3. Mutual Full Cooperation.**

18 The Parties agree to fully cooperate with each other to accomplish the terms of this
19 Stipulation of Settlement, including but not limited to, execution of such documents and such other
20 action as may reasonably be necessary to implement the terms of this Settlement Agreement. The
21 Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated
22 by this Settlement Agreement and any other efforts that may become necessary by order of the
23 Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As
24 soon as practicable after execution of this Settlement Agreement, Class Counsel shall, with the
25 assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the
26 Court's preliminary and final approval of the settlement.

27 \\

28 \\

1 4. **No Prior Assignments.**

2 The Parties hereto represent, covenant, and warrant that they have not directly or indirectly,
3 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or
4 entity any portion of any liability, claim, demand, action, cause of action or rights released and
5 discharged by this Stipulation of Settlement.

6 5. **No Admission.**

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

15 6. **Construction.**

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

20 7. **Captions and Interpretations.**

21 Paragraph titles or captions contained herein are inserted as a matter of convenience and for
22 reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement
23 or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a
24 recital.

25 8. **Modification.**

26 This Settlement Agreement may not be changed, altered, or modified, except in writing and
27 signed by the Parties hereto, and approved by the Court. This Settlement Agreement may not be
28

1 discharged except by performance in accordance with its terms or by a writing signed by each of
2 the Parties hereto on their attorneys.

3 **9. Integration Clause.**

4 This Settlement Agreement contains the entire agreement between the Parties relating to
5 the settlement and transactions contemplated hereby, and all prior or contemporaneous agreements,
6 understandings, representations, and statements, whether oral or written and whether by a Party or
7 such Party's legal counsel, are merged herein. No rights hereunder may be waived except in
8 writing.

9 **10. Binding on Assigns.**

10 This Settlement Agreement shall be binding upon and inure to the benefit of the Parties
11 hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

12 **11. Governing Law.**

13 All terms of this Settlement Agreement and its exhibits shall be governed by and interpreted
14 according to the laws of the State of California, without giving effect to any conflict of law
15 principles or choice of law principles.

16 **12. Signatures of All Class Members Unnecessary to be Binding.**

17 It is agreed that, because the members of the Settlement Class are numerous, it is impossible
18 or impractical to have each Class Member execute this Settlement Agreement. The Class Notice,
19 attached hereto as Exhibit 1, will advise all Class Members of the binding nature of the release
20 provided herein and such shall have the same force and effect as if this Settlement Agreement was
21 executed by each Class Member.

22 **13. Counterparts.**

23 This Settlement Agreement may be executed in counterparts, and when each Party has
24 signed and delivered at least one such counterpart, each counterpart shall be deemed an original,
25 and when taken together with other signed counterparts, shall constitute one fully-signed Settlement
26 Agreement, which shall be binding upon and effective as to all Parties.

27 **14. Confidentiality**

28 Until Plaintiff files his motion for preliminary approval of the class action settlement, the

1 Parties and their Counsel agree to maintain confidentiality as to the Settlement, including the
2 amount and terms of the Settlement, except as to spouses, tax or financial advisors, attorneys, taxing
3 agencies, or as otherwise required by law.

4 **15. No Publicity**

5 The Parties and their counsel agree that they will not issue any press releases, initiate any
6 contact with the press, respond to any press inquiry or make any public communication about the
7 fact, amount or terms of the settlement, except, however, that the Released Parties may make
8 disclosures as required by law. Any communication about the Settlement to the Class Members
9 may not be made prior to the court-approved mailing.

10 **16. Representation Regarding Class Size (Escalator Clause).**

11 Defendant has represented that there are no more than approximately 200 Class Members
12 who worked no more than 12,000 workweeks during the Class Period. If the number of workweeks
13 worked by the Class Members during the Class Period is more than 10% greater than this estimate,
14 Defendant agrees to increase the Gross Settlement Amount on a proportional basis. For example:
15 if there are 13,200 workweeks , the Gross Settlement Amount will remain unchanged; if there are
16 13,800 workweeks (i.e., a 15% increase) the Gross Settlement Amount shall increase by 5%.

17 **17. Default; Notice; Cure; Acceleration; Time is of the Essence.**

18 Time is of the essence with respect to all provisions of this Agreement. If Defendant fails
19 to timely make any payment due hereunder, it shall be in default of its obligations. Plaintiff shall
20 thereafter give notice of default and Defendant must cure said default within five (5) business days
21 thereof. In the event of an uncured default, all unpaid amounts shall be accelerated and be all due
22 and payable together with interest at the legal rate from the date of default.

23 **18. Continuing Jurisdiction.**

24 The Parties agree that upon the occurrence of the entry of judgment in this case pursuant to
25 the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of
26 Civil Procedure Section 664.6, Rules of Court, Rule 3.769, and all other applicable law, and the
27 Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and
28 Class Members to interpret and enforce the terms, conditions and obligation of the Agreement.

05 / 12 / 2022
Dated: May _____, 2022

By: Bernadette Uvalles

BERNADETTE UVALLES
Plaintiff and Class Representative

Dated: May _____, 2022

JAMNADAS, INC.

By: _____

Its: _____

APPROVED AS TO FORM AND CONTENT:

Dated: May 12, 2022

GAINES & GAINES, APLC

By: Daniel F. Gaines

Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Counsel for Plaintiff and Class
Representative

Dated: May _____, 2022

KAUFMAN DOLOWICH & VOLUCK, LLP

By: _____

Katherine S. Catlos, Esq.
Christine Starkie, Esq.
Katherine L. Alphonso, Esq.
Counsel for Defendant

1 Dated: May _____, 2022

By:

BERNADETTE UVALLES
Plaintiff and Class Representative

2
3
4 Dated: May 19, 2022

JAMNADAS, INC.

By: 

Its: ASHIK JAMNADAS CORPORATE

8
9 **APPROVED AS TO FORM AND CONTENT:**

10 Dated: May _____, 2022

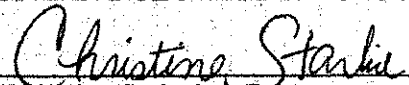
GAINES & GAINES, APLC

By:

Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Counsel for Plaintiff and Class
Representative

14
15 Dated: May 19, 2022

KAUFMAN DOLOWICH & VOLUCK, LLP

By: 

Katherine S. Catlos, Esq.
Christine Starkie, Esq.
Katherine L. Alphonso, Esq.
Counsel for Defendant

EXHIBIT 1

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS**

BERNADETTE UVALLES, on behalf of herself
and all “aggrieved employees” pursuant to Labor
Code § 2698 *et seq.*

Plaintiff,

v.

JAMNADAS, INC., a California corporation,
and DOES 1 through 10, inclusive,

Defendants.

CASE NO: CV-21-005438

Assigned to the Hon. John D. Freeland, Dept. 23

**NOTICE OF PENDENCY OF PROPOSED
CLASS ACTION SETTLEMENT AND
FINAL HEARING**

**YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT
PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.**

A California court authorized this notice. This is not a solicitation from a lawyer.

- A settlement will provide \$286,000 to pay claims to all individuals who worked for Jamnadas, Inc. (“Defendant”) as an hourly-paid, non-exempt employee in California at any time between October 4, 2017 and June 12, 2022.
- The settlement resolves a lawsuit alleging that Defendant failed to pay for all hours worked; pay correct overtime rates of pay; provide compliant meal and rest periods or premium compensation in lieu thereof; provide suitable seating; reimburse all business-related expenses; timely issue final wages upon separation of employment; and issue accurate and complete itemized wage statements. The Settlement avoids costs and risks of continuing the lawsuit, pays money to employees, and releases Defendant from liability from the claims asserted in this lawsuit.
- Lawyers for the employees will ask the Court to award them up to \$100,100 as attorneys’ fees and \$12,000 as expenses for investigating the facts, litigating the case, and negotiating the settlement. This will be paid from the settlement amount.
- Defendant denies liability and believes all appropriate wages were paid and that it otherwise complied with any Labor Code obligations. The Parties disagree on how much money could have been awarded if employees won at trial.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing	You do not need to take any action if you wish to receive your settlement payment. If the settlement is approved by the Court, you will automatically be mailed a settlement check at the address on file with the Settlement Administrator. If your address has changed, you must notify the Settlement Administrator of your new address. In exchange for the settlement payment, you will release claims against the Defendant, as detailed below.
Exclude Yourself	To exclude yourself, you must send a written Request for Exclusion to the Settlement Administrator by the applicable deadline, as detailed below. If you request exclusion, you will receive no money from the Settlement . This is the only option that allows you to ever be part of any other lawsuit against Jamnadas, Inc. about the legal claims that were brought in this case.
Object	Write to the Settlement Administrator about why you don't like the settlement by the applicable deadline, as detailed below, and/or appear at the Final Approval Hearing to make an oral objection.
Go to a Hearing	Ask to speak in Court about the fairness of the settlement, as detailed below.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a class action lawsuit, and informs you of your legal rights under that proposed settlement. You are receiving this notice because you may be a member of the Class on whose behalf this class action lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

On October 4, 2021, Plaintiff Bernadette Uvalles ("Plaintiff"), a former employee of Defendant Jamnadas, Inc., filed this lawsuit in the Stanislaus County Superior Court. The lawsuit alleges violations of the California Labor Code and California Business and Professions Code. The lawsuit seeks to certify a class of all current and former hourly-paid, non-exempt California employees of Defendant at any time between October 4, 2017 and June 12, 2022 ("Class Period"). Specifically, the lawsuit alleges that members of the Class were not paid for all hours worked; paid correct overtime rates of pay; provided compliant meal and rest periods or premium compensation in lieu thereof; provided suitable seating; reimbursed for all business-related expenses; timely issued final wages upon separation of employment; or issued accurate and complete itemized wage statements. The Settlement seeks recovery of wages, damages, interest, statutory and civil penalties, restitution, attorneys' fees and costs. Defendant denies all of the material allegations in the lawsuit and denies that it owes Class Members any remedies. The Court has not made a ruling on the merits of the case.

The lawyers for the parties are:

Plaintiff's Attorneys

Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Gaines & Gaines, APLC
4550 E. Thousand Oaks Blvd., Suite 100
Westlake Village, CA 91362
Phone: (866) 550-0855

Defendant's Attorneys

Katherine S. Catlos, Esq.
Christine Starkie, Esq.
Katherine L. Alphonso, Esq.
Kaufman Dolowich & Voluck, LLP
425 California Street, Suite 2100
San Francisco, CA 94104

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Plaintiff believes she would have prevailed on her claims at a trial. Defendant does not believe that Plaintiff would have won anything from a trial. There has been no trial. Instead, both sides agreed to a settlement, which is memorialized in the Settlement Agreement and Release of Claims ("Settlement" or "Settlement Agreement"), in order to avoid the further costs, risks, and uncertainty of a trial. Plaintiff and Plaintiff's Attorneys believe the settlement is fair, reasonable, adequate, and in the best interests of all Class Members.

B. Who is in the Settlement Class?

The Settlement encompasses a class composed of all individuals who worked for Jamnadas, Inc. as an hourly-paid, non-exempt employee in California at any time between October 4, 2017 and June 12, 2022.

C. What does the Settlement provide?

1. Gross Settlement Amount.

The Settlement provides that Defendant will pay \$286,000 (the "Gross Settlement Amount") to settle the lawsuit.

2. Net Settlement Amount.

The "Net Settlement Amount" is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts that will be requested at the Final Approval Hearing and are subject to comment or objection by Participating Class Members. The Court will fix these amounts at the Final Approval Hearing.

(a) **Class Counsel's Attorneys' Fees** in an amount set by the Court, not to exceed \$100,100;

(b) **Class Counsel's Documented Litigation Costs/Expenses** in an amount set by the Court, not to exceed \$12,000;

(c) **Enhancement Payment to the Class Representative** in an amount set by the Court, not to exceed \$7,500 for her service in the lawsuit;

(d) **Settlement Administration Costs** which are currently estimated to not exceed \$7,500, for administering the settlement; and

(e) **PAGA Payment** in the total amount of \$10,000 for the settlement of claims arising under the California Private Attorneys General Act ("PAGA"). 75% or \$7,500, shall be paid to the California Labor and Workforce Development Agency ("LWDA"). The remaining 25% or \$2,500, shall be included in the Net Settlement Amount for payment to Class Members

3. Individual Payment Amount.

Your share of the Net Settlement Amount will be determined by the formula detailed in section E below.

D. What Are You Giving Up To Get A Payment Or Stay In The Class?

Upon the Effective Date, and subject to Defendant's full payment of the Gross Settlement Amount, Plaintiff and all Settlement Class Members who do not timely opt-out will be deemed to have fully released and discharged Defendant Jamnadas, Inc. and its present and former officers, directors, members, owners, managers, shareholders, agents, operators, partners, joint ventures, subsidiaries, parent companies, related entities, consultants, attorneys, successors or assignees ("Released Parties") from any and all Released Claims which arose during their employment in an hourly-paid, non-exempt position in California during the Class Period.

The "Released Claims" include all claims and allegations made in the Complaint, the Amended Complaint, and which could have been raised in the PAGA and Class Action based on the facts and claims alleged therein, including, without limitation, all claims for failure to: pay for off the clock work, pay overtime, pay meal and rest premiums, provide suitable seating, reimburse expenses, timely pay all wages due at separation, and issue compliant wage statements, including claims arising, without limitation, under Cal. Labor Code §§ 201, 202, 203, 226, 226.3, 510, 512, 558, 1194, 1198, 2802, 2698, and 2699 *et seq.* and IWC Wage Order 5-2001, which arose during employment in an hourly-paid, non-exempt position in California during the Class Period.

E. How Is My Share Of The Settlement Calculated?

Each participating Class Member (those who do not opt out of the Settlement) shall receive an "Individual Payment Amount," which is distributable to each Class Member who participates in the Settlement (i.e., who does not submit a valid request for exclusion form).

The Individual Payment Amounts will be calculated by dividing the Net Settlement Amount by the total weeks worked by all participating Class Members in California in an hourly-paid, non-exempt position during the Class Period, which will yield the applicable weekly rate. The weekly rate shall be multiplied by the number of weeks each individual participating Class Member worked for Defendant in California in an hourly-paid, non-exempt position during the Class Period to yield their Individual Payment Amount. Each Participating Settlement Class Member who does not opt out will receive an Individual Payment Amount equal to their individual weeks worked in California in an hourly-paid, non-exempt position during the Class Period multiplied by the weekly rate.

For tax purposes, each Individual Payment Amount will be apportioned (a) 20% as wages, inclusive of premiums (reported on an IRS Form W-2 and subject to applicable withholdings); (b) 40% to penalties (reported on an IRS Form 1099, if required by law); and 40% to interest (reported on an IRS

Form 1099, if required by law). All Individual Payment Amounts paid to Class Members will be subject to any applicable wage garnishments, liens, or other legally mandated treatment as required by law.

According to the records of Defendant, you worked [] weeks while employed as an hourly-paid, non-exempt employee in California from October 4, 2017 and June 12, 2022. Based on these weeks worked, you are entitled to an Individual Payment Amount of approximately \$[]. This amount is subject to change based on the final ruling of the Court.

Please be advised that the individual data above is presumed to be correct unless you submit documentation proving otherwise. If you disagree with the data, please submit an explanation and evidence in support of your position to the Settlement Administrator no later than [] 2022. In the event of a dispute, the Settlement Administrator will resolve the challenge with input from the Defendant and will make a final and binding determination without a hearing or right of appeal by you.

F. When Will I Be Paid?

After the Courts grants approval of the settlement, you will receive your Individual Payment Amount in two equal installments over six months.

THE SETTLEMENT HEARING

The Court will conduct a final fairness hearing regarding the proposed settlement (the "Final Settlement Hearing") on [], at 8:30 a.m., in the Courtroom of Judge John D. Freeland of the Stanislaus County Superior Court, Department 23, located at 801 10th Street, Modesto, CA 95354. The Court will determine: (i) whether the lawsuit should finally be certified as a class action for settlement purposes; (ii) whether the settlement should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (iii) whether the Settlement Class Members should be bound by the terms of the settlement; (iv) the amount of the attorneys' fees and costs to be awarded to Plaintiff's Attorneys; and (v) the amount that should be awarded to Plaintiff as an enhancement payment. At the Final Settlement Hearing, the Court will hear all properly filed objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself.

WHAT ARE YOUR OPTIONS?

• **OPTION 1 – DO NOTHING AND PARTICIPATE IN THE SETTLEMENT**

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY RECEIVE YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. If you move, you must update your address with the Settlement Administrator. If you disagree with pre-printed data indicated in section E above, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position, postmarked no later than []. The Settlement Administrator's address is [Settlement Administrator address].

• **OPTION 2 – OBJECT TO THE SETTLEMENT**

If you wish to remain a Settlement Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Settlement Hearing, you may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person

or through an attorney at your own expense. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number and be mailed to the Settlement Administrator at [Settlement Administrator address]. Written objections must be postmarked no later than _____.

- **OPTION 3 – EXCLUDE YOURSELF FROM THE SETTLEMENT**

You have a right to exclude yourself (“opt out”) from the Settlement Class, but if you choose to do so, you will not receive any benefits from the proposed settlement. You will not be bound by a judgment in this case and you will have the right to file your own lawsuit against the Defendant and pursue your own claims in a separate suit. You can opt out of the Class by completely filling out and mailing the enclosed Request for Exclusion Form to the Settlement Administrator at the above-stated address, such that it is postmarked no later than _____.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should review the detailed “Settlement Agreement and Release of Claims” which is on file with the Clerk of the Court. The pleadings and other records in the Lawsuit may be examined at any time during regular business hours at the Office of the Clerk of the Stanislaus County Superior Court, located at 801 10th Street, Modesto, CA 95354.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at [address], [telephone number].

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.

**BY ORDER OF THE SUPERIOR COURT OF
THE STATE OF CALIFORNIA**

EXHIBIT 2

REQUEST FOR EXCLUSION

ONLY COMPLETE THIS REQUEST FOR EXCLUSION FORM IF YOU WANT TO OPT OUT OF (NOT PARTICIPATE IN) THE SETTLEMENT OF THE ACTION KNOWN AS *Bernadette Uvalles v. Jamnadas, Inc.*, Stanislaus County Superior Court, Case No. CV-21-005438. IF YOU OPT OUT OF THE SETTLEMENT, YOU WILL NOT RECEIVE ANY PORTION OF THE SETTLEMENT AMOUNT.

I confirm that I was employed by Defendant Jamnadas, Inc. as an hourly-paid, non-exempt employee in California between October 4, 2017 and June 12, 2022.

I do not wish to receive any payment under the terms of the proposed class action settlement or to otherwise participate in the proposed settlement.

Date: _____

Signature: _____

Print Name: _____

Residence Street Address: _____

City, State and Zip Code: _____

IN ORDER TO BE VALID, THIS REQUEST FOR EXCLUSION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE **[45 days after mailing of Notice]**. Send this signed request for exclusion form to the Settlement Administrator:

Jamnadas, Inc. Claims Administrator
c/o Simpluris

EXHIBIT 3

DANIEL F. GAINES, ESQ. SBN 251488
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Telephone: (818) 703-8985
Facsimile: (818) 703-8984

Attorneys for Plaintiff Bernadette Uvalles, on behalf of herself and on behalf of all similarly situated individuals and all "aggrieved employees" pursuant to Labor Code § 2698 *et seq.*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS

BERNADETTE UVALLES, on behalf of
herself and all "aggrieved employees"
pursuant to Labor Code § 2698 *et seq.*,

Plaintiff,

v.

JAMNADAS, INC., a California corporation,
and DOES 1 through 10, inclusive,

Defendants.

CASE NO: CV-21-005438

Assigned to the Hon. John D. Freeland, Dept. 23

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

**1. FAILURE TO PAY FOR ALL HOURS
WORKED (LABOR CODE §§ 510 AND
1194)**

**2. FAILURE TO PAY CORRECT
OVERTIME RATES OF PAY (LABOR
CODE §§ 510 AND 1194)**

**3. FAILURE TO PROVIDE COMPLIANT
REST PERIODS OR COMPENSATION IN
LIEU THEREOF (LABOR CODE § 226.7;
IWC WAGE ORDER 5-2001)**

**4. FAILURE TO PROVIDE COMPLIANT
MEAL PERIODS OR COMPENSATION IN
LIEU THEREOF (LABOR CODE §§ 226.7
AND 512; IWC WAGE ORDER 5-2001)**

**5. FAILURE TO REIMBURSE ALL
BUSINESS-RELATED EXPENSES (LABOR
CODE § 2802)**

**6. FAILURE TO COMPLY WITH
ITEMIZED EMPLOYEE WAGE
STATEMENT PROVISIONS (LABOR
CODE § 226(a), (h), (e))**

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7. FAILURE TO TIMELY PAY WAGES
DUE AT SEPARATION OF
EMPLOYMENT (LABOR CODE §§ 201-
203)

8. VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200 ET SEQ.

9. CIVIL PENALTIES PURSUANT TO
LABOR CODE § 2698 ET SEQ. FOR
VIOLATIONS OF LABOR CODE § 1198
FOR FAILURE TO PROVIDE SUITABLE
SEATING

10. CIVIL PENALTIES PURSUANT TO
LABOR CODE § 2698 ET SEQ. FOR
VIOLATIONS OF LABOR CODE §§ 201,
202, 226(a), 226.7, 510, 512, 1194, AND 2802
AND PURSUANT TO LABOR CODE §
2699(a) FOR VIOLATIONS OF LABOR
CODE §§ 226.3 AND 558

DEMAND FOR JURY TRIAL

Complaint Filed: October 4, 2021

Plaintiff BERNADETTE UVALLES (“Plaintiff”), individually and on behalf of all similarly
situated individuals (the “Class” or “Plaintiff Class”), on behalf of the general public, and as an
“aggrieved employee” under the Labor Code Private Attorneys General Act of 2004, complains of
JAMNADAS, INC., a California corporation, and any subsidiaries or affiliated companies
(hereinafter collectively referred to as “Defendants”), and each of them, as follows:

I.

INTRODUCTION AND FACTUAL BACKGROUND

1. This is a Class Action and Representative Action, pursuant to Code of Civil Procedure
§ 382 and Labor Code § 2698 *et seq.*, on behalf of Plaintiff and all other hourly employees who work
or formerly worked for Defendants within the State of California.

2. From October 4, 2017 through the present, Defendants have had a consistent policy of
failing to pay Class Members (as defined below) for all hours worked; pay correct overtime rates of
pay to Class Members; provide legally compliant meal and rest periods or compensation in lieu
thereof to Class Members; provide suitable seating to Class Members; reimburse all business-related

1 expenses to Class Members; provide accurately itemized wage statements to Class Members; and to
2 timely pay wages upon separation of employment to Class Members.

3 3. Plaintiff, on behalf of herself and the members of the Class, brings this action pursuant
4 to Labor Code §§ 201, 202, 203, 226(a), 226.3, 226.7, 510, 512, 558, 1194, 1198, and 2802, seeking
5 compensation for unpaid minimum and overtime wages and premium meal and rest period wages,
6 statutory penalties, injunctive and other equitable relief, and reasonable attorneys' fees and costs.

7 4. Plaintiff, on behalf of herself and Class Members and pursuant to Business &
8 Professions Code §§ 17200-17208, seeks injunctive relief, restitution, and disgorgement of all
9 benefits Defendants enjoyed from their failure to pay all wages due to Class Members.

10 5. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395
11 because Defendants employed Plaintiff and Class Members in Stanislaus County, California.

12 6. Plaintiff, on behalf of herself and all aggrieved employees pursuant to Labor Code §§
13 2698 *et seq.*, seeks penalties for Defendants' various violations of the California Labor Code.

14 II.

15 PARTIES

16 A. Plaintiff

17 7. Plaintiff Bernadette Uvalles was employed by Defendants from August 2018 through
18 April 2021 as a non-exempt employee in Stanislaus County, California.

19 8. During her work with Defendants, Plaintiff was:

- 20 a. Willfully denied the payment for all hours worked;
- 21 b. Willfully denied the payment of correct overtime rates of pay;
- 22 c. Willfully denied compliant rest periods or compensation in lieu thereof;
- 23 d. Willfully denied compliant meal periods or compensation in lieu thereof;
- 24 e. Willfully denied suitable seating;
- 25 f. Willfully denied the reimbursement of all business-related expenses;
- 26 g. Willfully denied accurately itemized wage statements; and
- 27 h. Denied the timely payment of wages upon separation of her employment.

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1 **B. Defendants**

2 9. Defendant Jamnadas, Inc., is a California corporation that employed Plaintiff and
3 Class Members throughout the State of California, including Stanislaus County, California.

4 10. The true names and capacities, whether individual, corporate, associate, or otherwise,
5 of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who
6 therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is
7 informed and believes, and based thereon alleges, that each of the Defendants designated herein as a
8 DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will
9 seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants
10 designated hereinafter as DOES when such identities become known.

11 11. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted
12 in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
13 business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally
14 attributable to the other Defendants.

15 12. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting
16 on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more
17 provisions of the California Labor Code as alleged herein.

18 **III.**

19 **CLASS ACTION ALLEGATIONS**

20 13. Plaintiff brings this action on behalf of herself, and all others similarly situated as a
21 Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent the
22 following class composed of and defined as follows:

23 **THE CLASS**

24 All non-exempt employees of Defendant Jamnadas, Inc. in California
25 at any time between October 4, 2017 and June 12, 2022.

26 14. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend or
27 modify these class descriptions with greater specificity or further division into subclasses or limitation
28 to particular issues.

1 15. This action has been brought and may properly be maintained as a class action under
2 the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of
3 interest in the litigation and the proposed Class is easily ascertainable.

4 **A. Numerosity**

5 16. The potential members of the Class as defined are so numerous that joinder of all Class
6 Members is impracticable. While the precise number of members of the Class has not been
7 ascertained at this time, Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 currently employ, and during the relevant time periods employed, approximately 200 persons in the
9 State of California who fall within the Class definition.

10 17. Accounting for employee turnover during the relevant period necessarily increases this
11 number. Plaintiff alleges Defendants' employment records would provide information as to the
12 number and location of members of the Class. Joinder of members of the Class is not practicable.

13 **B. Commonality**

14 18. There are questions of law and fact common to the Class that predominate over any
15 questions affecting only individual Class Members. These common questions of law and fact include,
16 without limitation:

- 17 a. Whether Defendants failed to properly pay Plaintiff and Class Members for all
18 hours worked, in violation of Labor Code §§ 510 and 1194;
- 19 b. Whether Defendants failed to properly pay Plaintiff and Class Members correct
20 overtimes rates of pay, in violation of Labor Code §§ 510 and 1194;
- 21 c. Whether Defendants failed to properly provide compliant rest periods or
22 compensation in lieu thereof to Plaintiff and Class Members, in violation of
23 Labor Code § 226.7 and IWC Wage Order 5-2001;
- 24 d. Whether Defendants failed to properly provide compliant meal periods or
25 compensation in lieu thereof to Plaintiff and Class Members, in violation of
26 Labor Code §§ 226.7 and 512 and IWC Wage Order 5-2001;
- 27 e. Whether Defendants failed to reimburse Plaintiff and Class Members for all
28 business-related expenses, in violation of Labor Code § 2802;

- 1 f. Whether Defendants failed to provide Plaintiff and Class Members with
2 accurately itemized wage statements, in accordance with Labor Code § 226(a);
3 g. Whether Defendants failed to timely pay Plaintiff and Class Members all
4 wages due and owing at the separation of their employment, in violation of
5 Labor Code §§ 201-203; and
6 h. Whether Plaintiff and Class Members are entitled to equitable relief pursuant
7 to Business & Professions Code § 17200 *et seq.*

8 **C. Typicality**

9 19. The claims of the named Plaintiff are typical of the claims of members of the Class.
10 Plaintiff and members of the Class sustained injuries and damages arising out of and caused by
11 Defendants' common course of conduct in violation of laws, regulations that have the force and effect
12 of law, and statutes as alleged herein.

13 **D. Adequacy of Representation**

14 20. Plaintiff will fairly and adequately represent and protect the interests of members of
15 the Class. Counsel who represents Plaintiff are competent and experienced in litigating large
16 employment class actions.

17 **E. Superiority of Class Action**

18 21. A class action is superior to other available means for the fair and efficient adjudication
19 of this controversy. Individual joinder of all proposed members of the Class is not practicable, and
20 questions of law and fact common to the proposed Class predominate over any questions affecting
21 only individual members of the proposed Class. Each member of the proposed Class has been
22 damaged and is entitled to recovery by reason of Defendants' illegal policies and/or practices.

23 22. Class action treatment will allow those similarly situated persons to litigate their
24 claims in the manner that is most efficient and economical for the parties and the judicial system.
25 Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this
26 action that would preclude its maintenance as a class action.

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28 \\\

1 IV.

2 CAUSES OF ACTION

3 FIRST CAUSE OF ACTION

4 PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

5 FAILURE TO PAY FOR ALL HOURS WORKED

6 (LABOR CODE §§ 510 AND 1194)

7 23. Plaintiff incorporates paragraphs 1 through 22 of this Complaint as though fully set
8 forth herein.

9 24. During the liability period, Defendants failed to pay for all hours worked, in violation
10 of Labor Code §§ 510 and 1194. Defendants required Plaintiff and Class Members to make and
11 receive phone calls for work purposes before clocking into work and after clocking out for the day.
12 At times, Defendants would call Plaintiff off-the-clock for work-related inquiries. Plaintiff alleges
13 that Defendants have failed to pay all wages due as a result of their failure to pay for off-the-clock
14 work by Plaintiff and Class Members, in violation of Labor Code §§ 510 and 1194.

15 25. As a result of the unlawful acts of Defendants in willfully failing to pay for all hours
16 worked, Plaintiff and Class Members have been deprived of wages in amounts to be determined at
17 trial, and are entitled to restitution and recovery of such amounts, plus interest thereon, attorneys'
18 fees, and costs pursuant to Labor Code § 1194.

19 Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

20 V.

21 SECOND CAUSE OF ACTION

22 PLAINTIFF AND CLASS AGAINST ALL DEFENDANTS

23 FAILURE TO PAY CORRECT OVERTIME RATES OF PAY

24 (LABOR CODE §§ 510 AND 1194)

25 26. Plaintiff incorporates paragraphs 1 through 25 of this Complaint as though fully set
26 forth herein.

27 27. During the liability period, Defendants failed to pay Plaintiff and Class Members
28 correct overtime rates of pay, in violation of Labor Code §§ 510 and 1194. When Plaintiff and Class

1 Members worked overtime hours and earned non-base wages (including but not limited to bonuses)
2 during the same pay period, their overtime rates of pay were inaccurate because Defendants failed to
3 blend these non-base wages into the regular rate of pay used to calculate the overtime rate.
4 Defendants' failure to compensate Plaintiff and Class Members at the proper overtime rates of pay
5 violates Labor Code §§ 510 and 1194.

6 28. As a result of the unlawful acts of Defendants in willfully failing to pay correct
7 overtime rates of pay, Plaintiff and Class Members have been deprived of wages in amounts to be
8 determined at trial, and are entitled to restitution and recovery of such amounts, plus interest thereon,
9 attorneys' fees, and costs pursuant to Labor Code § 1194.

10 Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

11 **VI.**

12 **THIRD CAUSE OF ACTION**

13 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

14 **FAILURE TO PROVIDE COMPLIANT REST PERIODS OR COMPENSATION IN LIEU**

15 **THEREOF**

16 **(LABOR CODE §§ 226.7 AND IWC WAGE ORDER 5-2001)**

17 29. Plaintiff incorporates paragraphs 1 through 28 of this Complaint as though fully set
18 forth herein.

19 30. Plaintiff and Class Members are entitled to one hour of pay for each day that
20 Defendants failed to properly provide one or more rest periods as set forth in Labor Code § 226.7 and
21 IWC Wage Order 5-2001.

22 31. Defendants failed to pay premium wages to Plaintiff and Class Members who were
23 denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order 5-2001. Plaintiff and
24 Class Members were routinely not authorized and unable to take an off-duty, 10-minute rest period
25 for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one
26 hour's pay for each missed rest period. When they were able to take a rest period, they were oftentimes
27 late, cut short or on-duty, in violation of Labor Code § 226.7 and IWC Wage Order No. 5-2001.

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32. Pursuant to Labor Code § 226.7 and IWC Wage Order 5-2001, Plaintiff seeks the payment of all rest period compensation which she and Class Members are owed, according to proof.

Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

VII.

FOURTH CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO PROVIDE COMPLIANT MEAL PERIODS OR COMPENSATION IN LIEU

THEREOF

(LABOR CODE §§ 226.7 AND 512 AND IWC WAGE ORDER 5-2001)

33. Plaintiff incorporates paragraphs 1 through 32 of this Complaint as though fully set forth herein.

34. Plaintiff and Class Members are entitled to one hour of pay for each day that Defendants failed to properly provide one or more compliant meal periods as set forth in Labor Code §§ 226.7 and 512 and IWC Wage Order 5-2001.

35. Defendants failed to pay premium wages to Plaintiff and Class Members who were denied meal periods, in violation of Labor Code §§ 226.7 and 512 and IWC Wage Order 5-2001. Plaintiff and Class Members were routinely denied, and not authorized to take, a proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours, or a second proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours, but were not paid premium wages of one hour's pay for each missed first or second meal period. When they were able to take a meal period, they were oftentimes, late, cut short, or on-duty, in violation of Labor Code §§ 226.7 and 512 and IWC Wage Order 5-2001.

36. Pursuant to Labor Code §§ 226.7 and 512 and IWC Wage Order 5-2001, Plaintiff seeks the payment of all unpaid meal period compensation which she and Class Members are owed, according to proof.

Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

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1 **VIII.**

2 **FIFTH CAUSE OF ACTION**

3 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

4 **FAILURE TO REIMBURSE ALL BUSINESS-RELATED EXPENSES**

5 **(LABOR CODE § 2802)**

6 37. Plaintiff incorporates paragraphs 1 through 36 of this Complaint as though fully set
7 forth herein.

8 38. Pursuant to California Labor Code § 2802, Defendants are required to fully reimburse
9 Plaintiff and Class Members for all out-of-pocket expenses incurred by them in the performance of
10 their job duties.

11 39. Plaintiff and Class Members were required to incur work-related expenses, including
12 use of their personal cellular phones as part of their work tasks for Defendants, but were not fully
13 reimbursed by Defendants for these expenses.

14 40. As a proximate result of the aforementioned violations, Plaintiff and Class Members
15 have been damaged in an amount according to proof at the time of trial.

16 41. Pursuant to Labor Code § 2802, Plaintiff and Class Members are entitled to recover
17 from Defendants the full amount of the expenses they incurred in the performance of their job duties
18 that have not been reimbursed, plus interest, reasonable attorney's fees, and costs of suit.

19 Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

20 **IX.**

21 **SIXTH CAUSE OF ACTION**

22 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

23 **FAILURE TO COMPLY WITH ITEMIZED EMPLOYEE WAGE STATEMENT**

24 **PROVISIONS**

25 **(LABOR CODE § 226(a), (e), and (h))**

26 42. Plaintiff incorporates paragraphs 1 through 41 of this Complaint as though fully set
27 forth herein.

28 ///

1 43. Section 226(a) of the California Labor Code requires Defendants to provide wage
2 statements to employees. In those wage statements, Defendants must provide an accurate itemized
3 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee . . . ,
4 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
5 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
6 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of
7 the period for which the employee is paid, (7) the name of the employee and only the last four digits
8 of his or her social security number or an employee identification number other than a social security
9 number, (8) the name and address of the legal entity that is the employer . . . , and (9) all applicable
10 hourly rates in effect during the pay period and the corresponding number of hours worked at each
11 hourly rate by the employee. Defendants have failed to comply with Labor Code § 226(a).

12 44. Defendants failed to issue Plaintiff and Class Members wage statements that fully and
13 accurately itemized the requirements set forth in Labor Code § 226(a). Plaintiff and Class Members
14 were not paid all wages due, including minimum and overtime wages and premium wages for
15 unauthorized meal and rest periods, as stated above. As such, the wage statements provided by
16 Defendants failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1),
17 total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor
18 Code § 226(a)(5), and all applicable hourly rates in effect during the pay period and the corresponding
19 number of hours worked at each hourly rate, in violation of Labor Code § 226(a)(9). Separately, the
20 wage statements issued to Plaintiff and Class Members failed to set forth the address of the legal
21 entity that is the employer, in violation of Labor Code §§ 226(a)(8).

22 45. As a consequence of Defendants' willful conduct in failing to provide Class Members
23 with accurate itemized wage statements, Plaintiff and Class Members have been injured because they
24 have not been paid all wages due and were issued wage statements which do not reflect, and fail to
25 accurately state, all information required by Labor Code § 226(a). The missing information cannot
26 be discerned at all from the face of the wage statements themselves. As a result, Plaintiff and Class
27 Members are entitled to penalties pursuant to Labor Code § 226(e) to recover the greater of all actual
28 damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each

1 violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000 per employee, and
2 are entitled to an award of costs and reasonable attorneys' fees pursuant to Labor Code § 226(h).

3 Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

4 **X.**

5 **SEVENTH CAUSE OF ACTION**

6 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

7 **FAILURE TO TIMELY PAY WAGES DUE AT**

8 **SEPARATION OF EMPLOYMENT**

9 **(LABOR CODE §§ 201-203)**

10 46. Plaintiff incorporates paragraphs 1 through 45 of this Complaint as though fully set
11 forth herein.

12 47. California Labor Code § 201 and § 202 require Defendants to pay employees all wages
13 due within 72 hours after resignation of employment or the day of termination of employment. Labor
14 Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must,
15 as a penalty, continue to pay the subject employee's daily wages until the back wages are paid in full
16 or an action is commenced. The penalty cannot exceed 30 days of wages.

17 48. Defendants paid Plaintiff and Class Members their final wages beyond the time frames
18 set forth in Labor Code §§ 201 and 202, in violation of Labor Code § 203. Plaintiff and Class
19 Members were not paid all wages due and owing throughout the course of their employment,
20 including minimum and overtime wages and premium wages for unauthorized meal and rest periods,
21 as stated above. Consequently, at the time of their separation from employment with Defendants,
22 they were not paid all final wages due and owing for the entirety of their employment. This violates
23 Labor Code §§ 201-203 and is alleged on behalf of Plaintiff and certain Class Members who have left
24 their employment with Defendants.

25 49. More than 30 days have passed since Plaintiff and Class Members have left
26 Defendants' employ.

27 50. As a consequence of Defendants' willful conduct in not paying wages owed timely
28 upon separation of employment, Plaintiff and Class Members are entitled to up to 30 days' wages as

1 a penalty under Labor Code § 203 for Defendants' failure to timely pay legal wages at separation of
2 employment.

3 Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

4 **XI.**

5 **EIGHTH CAUSE OF ACTION**

6 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

7 **UNFAIR COMPETITION PURSUANT TO**

8 **BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.**

9 51. Plaintiff incorporates paragraphs 1 through 50 of this Complaint as though fully set
10 forth herein.

11 52. This is a Class Action for Unfair Business Practices. Plaintiff, on her own behalf and
12 on behalf of the general public, and on behalf of others similarly situated, brings this claim pursuant
13 to Business & Professions Code § 17200 *et seq.* The conduct of all Defendants as alleged in this
14 Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general public,
15 and Class Members. Plaintiff seeks to enforce important rights affecting the public interest within
16 the meaning of Code of Civil Procedure § 1021.5.

17 53. Plaintiff is a "person" within the meaning of Business & Professions Code § 17204,
18 and therefore has standing to bring this cause of action for injunctive relief, restitution, and other
19 appropriate equitable relief.

20 54. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business
21 practices.

22 55. Wage and hour laws express fundamental public policies. Properly providing
23 employees with all wages and expense reimbursement due is a fundamental public policy of this State
24 and of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce
25 vigorously minimum labor standards, to ensure that employees are not required or permitted to work
26 under substandard and unlawful conditions, and to protect law-abiding employers and its employees
27 from competitors who lower their costs by failing to comply with minimum labor standards.

28 56. Defendants have violated statutes and public policies. Through the conduct alleged

1 in this Complaint, Defendants, and each of them, have acted contrary to these public policies, have
2 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
3 business practices in violation of Business & Professions Code § 17200 *et seq.* depriving Plaintiff,
4 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
5 guaranteed to all employees under law.

6 57. Defendants' conduct, as alleged herein, constitutes unfair competition in violation of
7 §17200 *et seq.* of the Business & Professions Code.

8 58. Defendants, by engaging in the conduct herein alleged, either knew or in the exercise
9 of reasonable care should have known that the conduct was unlawful. As such, it is a violation of §
10 17200 *et seq.* of the Business & Professions Code.

11 59. As a proximate result of the above-mentioned acts of Defendants, Plaintiff and others
12 similarly situated have been damaged in a sum as may be proven.

13 60. Unless restrained by this Court, Defendants will continue to engage in the unlawful
14 conduct, as alleged above. Pursuant to Business & Professions Code § 17200 *et seq.*, this Court
15 should make such orders or judgments, including the appointment of a receiver, as may be necessary
16 to prevent the use or employment, by Defendants, its agents, or employees, of any unlawful or
17 deceptive practice prohibited by the Business & Professions Code, and/or, including but not limited
18 to, disgorgement of profits which may be necessary to restore Plaintiff and Class Members to the
19 money Defendants have unlawfully failed to pay.

20 XII.

21 NINTH CAUSE OF ACTION

22 PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS 23 CIVIL PENALTIES PURSUANT TO LABOR CODE § 2698 ET SEQ. FOR VIOLATIONS 24 OF LABOR CODE § 1198 FOR FAILURE TO PROVIDE SUITABLE SEATING

25 61. Plaintiff incorporates paragraphs 1 through 60 of this Complaint as though fully set
26 forth herein.

27 62. Plaintiff and aggrieved employees were not provided with suitable seating. Pursuant
28 to California Labor Code § 1198 and IWC Wage Order 5-2001, § 14, "(A) All working employees

1 shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.
2 (B) When employees are not engaged in the active duties of their employment and the nature of the
3 work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity
4 to the work area and employees shall be permitted to use such seats when it does not interfere with
5 the performance of their duties.”

6 63. For such violation, Plaintiff and all other aggrieved employees are entitled to penalties
7 in an amount to be shown at the time of trial subject to the following formula:

8 a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for
9 each subsequent violation of Labor Code § 1198.

10 64. Penalties recovered will be allocated 75% to the Labor and Workforce Development
11 Agency, and 25% to the affected employees.

12 65. On July 27, 2021, Plaintiff sent a letter, by online submission to the LWDA and by
13 certified mail, return receipt requested, to Defendants setting forth the facts and theories of the
14 violations alleged against Defendants, as prescribed by Labor Code § 2698 et seq. Pursuant to Labor
15 Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65)
16 calendar days of July 27, 2021. Plaintiff may therefore commence this action to seek civil penalties
17 pursuant to Labor Code § 2698 et seq.

18 Wherefore, Plaintiff and the aggrieved employees she seeks to represent request relief as
19 described below.

20 XIII.

21 TENTH CAUSE OF ACTION

22 CIVIL PENALTIES PURSUANT TO LABOR CODE § 2698 ET SEQ. FOR VIOLATIONS 23 OF LABOR CODE §§ 201, 202, 226(a), 226.7, 510, 512, 1194, AND 2802 AND PURSUANT 24 TO LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558

25 66. Plaintiff incorporates paragraphs 1 through 65 of this Complaint as though fully set
26 forth herein.

27 67. As a result of the acts alleged above, including the Labor Code violations set forth
28 herein, Plaintiff seeks penalties pursuant to Labor Code § 2698 *et seq.*

68. For each such violation, Plaintiff and all other aggrieved employees are entitled to penalties in an amount to be shown at the time of trial subject to the following formula:

- a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 510, 512, 1194, and 2802; and
- b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor Code §§ 226.3 and 558.

39. Penalties recovered will be allocated 75% to the Labor and Workforce Development Agency, and 25% to the affected employees.

70. On July 27, 2021, Plaintiff sent a letter, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 et seq. Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar days of July 27, 2021. Plaintiff may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 et seq.

Wherefore, Plaintiff and the aggrieved employees she seeks to represent request relief as described below.

XIV.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For compensatory damages pursuant to Labor Code § 1194, in the amount of all unpaid minimum and overtime wages due to Plaintiff and Class Members;
2. For compensatory damages in the amount of one hour of wages for each day on which a meal period was not properly provided to Plaintiff and Class Members pursuant to Labor Code §§ 226.7 and 512;
3. For compensatory damages in the amount of one hour of wages for each day on which a rest period was not properly provided to Plaintiff and Class Members pursuant to Labor Code § 226.7;

4. For penalties pursuant to Labor Code § 226(e) for Plaintiff and Class Members;
5. For penalties pursuant to Labor Code § 203 for Plaintiff and Class Members;
6. For reimbursement of all expenses incurred by Plaintiff and Class Members pursuant to Labor Code § 2802;
7. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.* for Plaintiff and Class Members;
8. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other Aggrieved Employees;
9. An award of prejudgment and post-judgment interest;
10. An award providing for payment of costs of suit, pursuant to Labor Code § 226(h) and other applicable law;
11. An award of attorneys' fees, pursuant to Labor Code § 226(h) and other applicable law; and
12. Such other and further relief as this Court may deem just and proper.

Dated: May 12, 2022

Respectfully submitted,

GAINES & GAINES
A Professional Law Corporation

By: _____
DANIEL F. GAINES
EVAN S. GAINES
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial of her claims by jury to the extent authorized by law.

Dated: May 12, 2022

Respectfully submitted,

GAINES & GAINES
A Professional Law Corporation

By: _____
DANIEL F. GAINES
EVAN S. GAINES
Attorneys for Plaintiff

TITLE	Settlement Agreement
FILE NAME	Uvalles v. Jamnad...with exhibits.pdf
DOCUMENT ID	3330b24b9d447bbb68d3934867d99443500ed083
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