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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

LOURDES NUNEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

FATHERS OF ST. CHARLES d/b/a Villa
Scalabrini, an Illinois corporation; and DOES 1
through 100,

Defendants.

Case No.: 21STCV29250

*[Case assigned for all purposes to the Hon.
William F. Highberger, Dept. SSC-10]*

**DECLARATION OF SEAN M.
BLAKELY IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: October 25, 2023
Time: 10:00 a.m.
Dept.: SSC-10

Complaint Filed: August 9, 2021
Trial Date: None Set

1 I, SEAN M. BLAKELY, declare as follows:

2 1. I am a Partner at Haines Law Group, APC, and counsel for the named Plaintiff
3 Lourdes Nunez (“Plaintiff”) and the proposed Settlement Class in the above-captioned matter. I
4 am a member in good standing of the bar of the State of California and am admitted to practice
5 in this Court. I have personal knowledge of the facts stated in this declaration and could testify
6 competently to them if called upon to do so.

7 2. I am a 2008 graduate of Southwestern Law School. I was admitted to the California
8 State Bar in September 2009. From December 2010 to September 2011, I worked as a Law Clerk
9 for Rose, Klein & Marias, a civil litigation firm in Long Beach, California. At Rose, Klein &
10 Marias I assisted trial attorneys in employment and personal injury cases. From September 2011
11 to May 2016, I worked as an associate at the employment law firm of Mahoney Law Group, APC
12 in Long Beach, California. The vast majority of my work at Mahoney Law Group, APC focused
13 on representing employees in wage and hour class actions. My work at Mahoney Law Group,
14 APC also included representing employees in individual claims for wrongful termination,
15 harassment, discrimination, and retaliation. Although non-exhaustive, the types of work I
16 performed at Mahoney Law Group, APC included: conducting client intakes performing pre-
17 filing research and analysis, drafting complaints, attending court hearings, corresponding with
18 opposing counsel, drafting and responding to written discovery, preparing for and taking and
19 defending depositions, analyzing payroll and timekeeping records and employee handbooks,
20 opposing motions for summary judgment, as well as a variety of other motions such as motions
21 for remand, demurrers and motions to dismiss, motions to strike, motions to compel, motions to
22 quash, and motions for class certification, drafting mediation briefs, attending mediations,
23 drafting long-form settlement agreements, drafting motions for preliminary and final settlement
24 approval, and overseeing the notice process.

25 3. Since November 8, 2016, I have worked at my current firm, Haines Law Group,
26 APC, where, in 2020, I became a Partner. I am currently responsible for managing over forty
27 (40) active wage and hour class and representative actions in both state and federal court.

28 4. The following is a non-exhaustive list of wage and hour class actions in which I

1 have been appointed as class counsel and/or played a significant role in prosecuting the litigation,
2 and which have received final approval: *Santimateo v. Sun Healthcare Group, Inc., et al*, Case
3 No. BC471884, California Superior Court, Los Angeles County, Judge Jane L. Johnson presiding
4 (granted final approval of settlement on behalf of employees at rehabilitation facility involving
5 claims for unpaid wages and meal and rest period violations, and other claims, in which I was
6 approved at an hourly rate of \$325 for work performed in 2012-2013); *Teyuca v. Pacific Alliance*
7 *Medical Center, Inc.*, California Superior Court, Los Angeles County, Judge William F.
8 Highberger presiding (granting final approval of settlement on behalf of healthcare workers for
9 unpaid wages, meal and rest period violations, and other claims, in which I was approved at an
10 hourly rate of \$325 for work performed in 2012-2013); *Arteaga v. Command Center Security,*
11 *Inc.*, Case No. BC480496, California Superior Court, Los Angeles County, Judge John Shepard
12 Wiley, Jr. presiding (granting final approval of settlement on behalf of security guards involving
13 claims for unpaid overtime, meal and rest period violations, and other claims, in which I was
14 approved at an hourly rate of \$425 for work performed in 2012-2015); *Casadine v. Maxim*
15 *Healthcare Services, Inc.*, Case No. CV 12-10078-DMG (CWx), United States District Court,
16 Central District of California, Judge Dolly M. Gee presiding (granting final approval of settlement
17 on behalf of home health care employees involving claims for unpaid wages and other claims, in
18 which I was approved at an hourly rate of \$425 for work performed in 2012-2015); *Guzman v.*
19 *Andrew Lauren Interiors, Inc., et al.*, Case No. BC567757, California Superior Court, Los
20 Angeles County, Judge Elihu M. Berle presiding (granting final approval of settlement on behalf
21 of construction workers involving claims for unpaid wages, meal and rest period violation, and
22 other claims, in which I was approved at an hourly rate of \$425 for work performed in 2014-
23 2016); *Booker v. The Goodyear Tire and Rubber Company*, Case No. BC498399, California
24 Superior Court, Los Angeles County, Judge Amy Hogue presiding (granting final approval of
25 settlement on behalf of tire mechanics involving claims for unpaid wages, meal and rest period
26 violations, and other claims, in which I was approved at an hourly rate of \$425 for work performed
27 in 2013-2015); *Nunez v. CompuCom Systems, Inc.*, Case No. BC618385, California Superior
28 Court, Los Angeles County, Judge John Shepard Wiley, Jr. presiding (granting final approval of

1 settlement on behalf of IT support workers for overtime, meal and period, reimbursement, and
2 related violations, approved at hourly rate of \$475 for work performed in 2016 and 2017); *Galvan*
3 *v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC, California
4 Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of
5 settlement on behalf of non-exempt employees of a chemical manufacturing company involving
6 claims for unpaid overtime and waiting time penalties); *Razon v. TTM Technologies, Inc., et al.*,
7 Case No. 37-2016-00038326-CU-OE-CTL, California Superior Court, San Diego County, Judge
8 Gregory W. Pollack presiding (granting final approval of settlement involving claims for unpaid
9 overtime wages, wage statement violations, and meal period violations); *Blank v. Coty, Inc., et*
10 *al.*, Case No. BC624850, California Superior Court, Los Angeles County, Judge Williams F.
11 Highberger presiding (granting final approval of settlement involving claims for wage statement
12 violations, meal period violations, and other claims); *Morales v. Caremeridian, LLC, et al.*, Case
13 No. BC593191, California Superior Court, Los Angeles County, Judge William F. Highberger
14 presiding (granting final approval of settlement on behalf of direct support professionals
15 involving claims for unpaid wages, meal and rest period violations, wage statement violations,
16 and other claims); *Aguilar v. Act Fulfillment, Inc.*, Case No. RIC1616643, California Superior
17 Court, Riverside County, Judge Sharon J. Waters presiding (granting final approval of settlement
18 on behalf of non-exempt factory workers involving claims for meal period violations); *Sandoval*
19 *v. AMCOR Flexibles Inc.*, Case No. BC617499, California Superior Court, Los Angeles County,
20 Judge Kenneth R. Freeman presiding (granting final approval of settlement on behalf of
21 manufacturing employees involving claims for unpaid wages, meal period violations, rest period
22 violations, and waiting time penalties); *Le v. GBW Railcar Services, L.L.C.*, Case No.
23 RIC1612209, California Superior Court, Riverside County, Judge Sharon J. Waters presiding
24 (granting final approval of settlement on behalf of non-exempt employees of a freight railcar
25 manufacturer involving claims for unpaid overtime and minimum wages, meal period violations,
26 and rest period violations); *Silva v. ADJ Products, LLC*, Case No. BC618581, California Superior
27 Court, Los Angeles County, Judge William F. Highberger presiding (granting final approval of
28 settlement involving claims for unpaid overtime and minimum wages, rest period violations,

wage statement violations, and waiting time penalties); *Lira v. Discus Dental, LLC, et al.*, Case No. CIVDS1620402, California Superior Court, San Bernardino County, Judge David Cohn presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid minimum and overtime wages, meal and rest period violations, and other claims); *Gonzales v. PathPoint*, Case No. BC657147, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt direct support professionals involving claims for meal and rest period violations and other claims); *Duran v. PRADA USA CORP.*, Case No. BC644319, California Superior Court, Los Angeles County, Judge Maren E. Nelson presiding (granting final approval of settlement on behalf of non-exempt commissioned salespersons involving claims for unpaid overtime wages, meal and rest period violations, failure to reimburse for necessary expenditures, and other claims); *Banegas v. UPM, Inc.*, Case No. BC644438, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid wages, meal and rest period violations, and other claims); *Palafox v. Pacific Line Clean-Up, Inc.*, Case No. 30-2017-00921632-CU-OE-CXC, California Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of settlement on behalf of non-exempt employees involving claims for unpaid overtime wages, meal and rest period violations, and other claims); *Janet Arroyo v. AST Sportswear, Inc., dba Bayside Apparel Manufacturing, Inc.*, Case No. 30-2017-00909663-CU-OE-CXC, California Superior Court, Orange County, Judge Glenda Sanders presiding (granting final approval of settlement on behalf of non-exempt garment employees involving claims for unpaid minimum wages, meal and rest period violations, and other claims); *Carlos Garcia v. Fabrica International, Inc.*, Case No. 30-2017-00949461-CU-OE-CXC, California Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid minimum and overtime wages, meal and rest period violations, and statutory penalties); *Jonathan Leon v. Piercey West, Inc.*, Case No. BC656874, California Superior Court, Los Angeles County, Judge Amy D. Hogue presiding (granting final approval of settlement on behalf

1 of non-exempt commissioned salespersons and other employees involving claims for unpaid
2 wages, meal and rest period violations, unreimbursed business expenses, and other claims); and
3 *Matthew Tovar, et al. v. Rentokil North America, Inc.*, Case No. BC676386, California Superior
4 Court, Los Angeles County, Judge Daniel J. Buckley presiding (granting final approval of
5 settlement on behalf of non-exempt employees involving claims for unpaid overtime, meal and
6 rest break violations, and other claims); *Seungmin Samantha Lee v. Infor (US) Inc.*, Case No.
7 CGC-18-566393, California Superior Court, San Francisco County, Judge Ethan P. Schulman
8 presiding (granting final approval of settlement on behalf of sales development representatives
9 involving claims for unpaid overtime, meal and rest period violations, and penalty claims); *Tracy*
10 *Aguilar, et al. v. Aero Port Services, Inc.*, Case No. BC659234, California Superior Court, Los
11 Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf
12 of non-exempt employees involving claims for meal and rest period violations, and other claims);
13 *Carlos Perez, et al. v. Moss Bros. Auto Group, Inc., et al.*, Case No. RIC1709905, California
14 Superior Court, Riverside County, Judge Sunshine S. Sykes presiding (granting final approval of
15 settlement on behalf of non-exempt commissioned salespersons involving claims for unpaid
16 wages, meal and rest period violations, other claims); and *Julio Alfaro v. Orange Automotive*
17 *d/b/a Kia of Orange*, Case No. 30-2017-00945105-CU-OE-CXC, California Superior Court,
18 Orange County, Judge Randall J. Sherman presiding (granting final approval settlement on behalf
19 of non-exempt commissioned employees involving claims for unpaid wages, meal and rest period
20 violations, unreimbursed business expenses, and penalty claims).

21 5. I have also moved to certify and have received an order certifying a class action in
22 *Ontiveros v. Safelite Fulfillment, Inc., et al.*, Case No. CV 15-7118-DMG (RAOx), United States
23 District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six
24 classes of employees for rest period violations, wage statement violations, meal period violations,
25 and overtime and double-time violations); and *Vazquez v. Kraft Heinz Foods Company*, Case No.
26 16-CV-02749-WQH (BLM), United States District Court, Southern District of California,
27 Honorable William Q. Hayes, presiding (certifying unpaid wages classes, meal period classes,
28 wage statement class, and waiting time penalty class).

1 6. In 2018, 2019, 2020, 2021, and 2022, Thomson Reuters recognized me as a Top
2 Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyers. This
3 is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of
4 forty in Southern California each year.

5 7. As counsel for Plaintiff and the proposed Settlement Class, I have been intimately
6 involved in this case since its inception and I believe that the proposed Settlement is an excellent
7 result for the Settlement Class.

8 8. Defendant Fathers of St. Charles d/b/a Villa Scalabrini (“Villa Scalabrini”) has
9 operated a retirement center in Sun Valley, California since July 1979, providing various levels
10 of assisted living to elderly residents. Villa Scalabrini operates a “Special Care Unit,” which
11 includes 58 beds in its skilled nursing unit and provides all aspects of assisted daily living to these
12 residents (i.e., bathing, grooming, and dressing). Villa Scalabrini also operates an “Independent
13 Living” program, which provides residential services to elderly individuals who need less
14 assistance with daily activities, and the “La Piazza,” which are individual residences, where Villa
15 Scalabrini provides maintenance services, housekeeping and laundry services, and daily meal
16 services to these residents.

17 9. On August 9, 2021, Plaintiff filed her Class Action Complaint in Los Angeles
18 County Superior Court, alleging that Villa Scalabrini: (i) failed to pay all minimum wages; (ii)
19 failed to pay all overtime wages; (iii) failed to provide all lawful meal periods; (iv) failed to
20 authorize and permit all legally compliant rest periods; (v) failed to issue accurate, itemized wage
21 statements; and (vi) engaged in unfair competition in violation of California Business &
22 Professions Code § 17200 *et seq.* That same day, Plaintiff sent her PAGA notice letter to the
23 LWDA. Attached hereto as **Exhibit B** is a true and correct copy of the August 9, 2021 LWDA
24 Letter. Subsequently, on October 14, 2021, Plaintiff filed the First Amended Class and
25 Representative Action Complaint (“FAC”) adding a cause of action for civil penalties under the
26 Private Attorneys’ General Act of 2004, Labor Code Section 2698, *et seq.*

27 10. As part of Settlement, the Parties have stipulated to the filing of Plaintiff’s Second
28 Amended Class and Representative Action Complaint (“SAC”) which adds a cause of action for

1 waiting time penalties pursuant to Labor Code §§ 201-203. Attached hereto as **Exhibit C** is a true
2 and correct copy of the proposed SAC.

3 11. In connection with mediation, the Parties engaged in extensive informal discovery.
4 Villa Scalabrini produced a 20% sampling of timekeeping and payroll records for non-exempt
5 employees during the Class Period, as well as its relevant written wage and hour
6 policies/procedures. Villa Scalabrini also provided relevant data points such as the total number
7 of workweeks in the Class Period and the total number of Settlement Class members employed
8 by Villa Scalabrini in California during the Class Period, including the total numbers of
9 Settlement Class members who qualified for the Wage Statement and Waiting Time Classes.
10 Plaintiff hired a labor economist with a Ph.D. in economics to assist Plaintiff in conducting a
11 comprehensive analysis and extrapolation of the payroll and timekeeping data produced by Villa
12 Scalabrini to create a detailed exposure analysis for all claims at issue. This discovery allowed
13 the Parties to assess the merits and value of Plaintiff's claims, the chances of certification of
14 Plaintiff's claims, and Villa Scalabrini's potential defenses.

15 12. On July 12, 2022, the Parties participated in a full-day mediation with Marc Feder,
16 Esq., a well-respected wage and hour class action mediator. During mediation, the Parties
17 vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's
18 claims, and the legal basis for the claims and defenses. The Parties did not reach a settlement at
19 mediation; however, the Parties continued their negotiations through Mr. Feder in the months
20 following mediation. Ultimately, Mr. Feder issued a mediator's proposal for a class-wide
21 settlement, which was accepted by both sides. During the months that followed, the Parties
22 finalized the terms of the Settlement and executed the long-form Settlement Agreement now
23 before the court. A true and correct copy of the Stipulation of Settlement is attached hereto as
24 **Exhibit A**. The proposed Class Notice and Notice of Estimated Settlement Award are attached
25 as **Exhibits 1** and **2**, respectively, to the Settlement Agreement.

26 13. The monetary terms of the Settlement are summarized below:

- 27
- 28
- Gross Settlement Amount ("GSA"): \$750,000.00
 - Minus Court-approved attorneys' fees: \$250,000.00
 - Minus Court-approved verified costs (up to): \$30,000.00

- Minus Court-approved Service Award: \$7,500.00
- Minus amount set aside as PAGA penalties: \$40,000.00
- Minus estimated settlement administration costs: \$10,000.00
- Net Settlement Amount (“NSA”): \$412,500.00
- Plus 25% “PAGA Amount” to Settlement Class: \$10,000.00
- Total Amount Paid to Settlement Class Members: \$422,500.00**

14. According to Villa Scalabrini, there are approximately 287 Settlement Class members. Therefore, the average Individual Settlement Award from the NSA is projected to be approximately \$1,437.28. There are also approximately 185 Aggrieved Employees during the PAGA Period who will each receive an average of approximately \$54.05 from the PAGA Amount.

15. As detailed in Plaintiff’s Motion for Preliminary Approval, Plaintiff alleges that due to Villa Scalabrini’s scheduling policies/practices, first meal periods were frequently late (commencing after the fifth hour of work) and/or short (i.e., less than a full 30 minutes). Based on Plaintiff’s expert’s review and extrapolation of the timekeeping records Villa Scalabrini produced, there were approximately 95,753 non-compliant meal periods reflected in the data. Plaintiff also calculated the average hourly rate of pay to be approximately \$15.83 per hour. Therefore, Plaintiff calculated Villa Scalabrini’s maximum exposure for first meal period violations at approximately \$1,515,770 (95,753 non-compliant first meal periods * \$15.83 average meal period premium). However, Villa Scalabrini counters it has maintained compliant written meal period policies throughout the Class Period and has always provided compliant meal periods in line with those policies. Villa Scalabrini further contends that it always provides employees the opportunity to take meal periods and is not required to ensure they are taken. Thus, Villa Scalabrini argues that any non-compliant meal periods resulted from lawful employee waiver or choice, rather than any policy and/or practice of Villa Scalabrini. Finally, Villa Scalabrini maintains Plaintiff’s meal period claim is not suited for class certification since individual inquiries would be needed to assess which employees, if any, took non-compliant or missed meal periods, how many meal periods were non-compliant or missed, and the reasons why a particular employee did not take a meal period on a particular shift. In light of these defenses and arguments, Plaintiff discounted Villa Scalabrini’s maximum exposure by 45% for the risk of

1 non-certification, and an additional 55% to account for Villa Scalabrini's defenses on the merits
2 or failing to recover the full amount sought, to arrive at an estimated total of approximately
3 \$375,153.

4 16. Plaintiff further alleges that Settlement Class members were not provided with
5 second meal periods when they worked shifts in excess of 10.0 hours in a workday. Plaintiff's
6 expert's analysis and extrapolation of the timekeeping data revealed that there were
7 approximately 4,456 shifts in excess of 10.0 hours during the Class Period without a compliant
8 second meal period. Plaintiff therefore calculated Villa Scalabrini's maximum exposure for
9 second meal period violations at approximately \$70,538 (4,456 non-compliant second meal
10 periods * \$15.83 average premium). However, Plaintiff's theory of liability carried significant
11 risks of both non-certification and on the merits if Plaintiff was able to certify this claim, based
12 on Villa Scalabrini's argument that it has maintained compliant written meal period policies
13 throughout the Class Period, and that Settlement Class members voluntarily waived their second
14 meal period on shifts in excess of 10.0 hours but less than 12.0 hours per Labor Code § 512. As
15 with Plaintiff's first meal period claim, Villa Scalabrini argues that individualized inquiries would
16 preclude class certification for this claim as well. In light of these risks, Plaintiff discounted the
17 maximum amount that the class could potentially recover by 40% for the risk of non-certification
18 and an additional 65% for the risk of losing on the merits, or having exposure reduced due to
19 Villa Scalabrini's waiver arguments, to arrive at estimated exposure of \$14,813.

20 17. Plaintiff alleges that she and other non-exempt employees were not authorized and
21 permitted to take all legally compliant rest periods, due to chronic understaffing and the work
22 demands imposed upon them by Villa Scalabrini. Plaintiff also reports that supervisors regularly
23 interrupted rest breaks and employees were often forced to work through their rest periods.
24 Furthermore, Plaintiff alleges that Villa Scalabrini failed to authorize and permit a third rest
25 period during shifts in excess of 10.0 hours. Based on Plaintiff's expert's analysis and
26 extrapolation of employee timekeeping records, there were approximately 163,050 shifts in
27 excess of 3.5 hours worked by Settlement Class members during the Class Period, and Plaintiff
28 estimates that employees were not provided with duty-free rest periods on approximately 40% of

all shifts, resulting in a maximum exposure of \$1,032,433 (163,050 rest period eligible shifts * 40% * \$15.83 average premium). However, Villa Scalabrini argues that it always maintained and enforced lawful rest period policies and practices during the Class Period. Villa Scalabrini also maintains that any failure to take rest periods was the result of employee waiver or choice, and that it is not required to police rest periods. Villa Scalabrini further argues that Plaintiff's rest period claim is not amenable to class treatment as individualized inquiries would be required to determine which employees failed to take rest periods, and the reasons why each employee failed to take a rest period on a particular shift. These considerations are particularly present with respect to rest periods, Villa Scalabrini argues, as rest periods are not—and need not be—recorded. In light of these defenses, Plaintiff discounted the maximum amount that the class could potentially recover by 65% for risk of non-certification, and discounted an additional 65% for risk of being unsuccessful on the merits or failure to recover the full amount sought, to arrive at a projected exposure of \$126,473.

18. Plaintiff alleges that Villa Scalabrini miscalculated employees' regular rate of pay by failing to include non-discretionary COVID attendance bonuses into the "regular rate" when calculating overtime pay. Based on the data provided by Villa Scalabrini, Plaintiff calculated Villa Scalabrini's maximum potential liability to be approximately \$10,250 in unpaid overtime due to the regular rate violations during the Class Period. However, Villa Scalabrini contends that it has paid all overtime wages, and further argues that employees received different types of bonuses throughout the Class Period, creating substantive differences among the Settlement Class members with respect to the incentives received, making class certification unlikely. In light of Villa Scalabrini's defenses, Plaintiff discounted the maximum exposure by 20% for a risk of non-certification, and an additional 25% for a risk of being unsuccessful on the merits, to arrive at an estimated exposure of \$6,150.

19. Plaintiff contends that Villa Scalabrini underpaid Settlement Class members due to its allegedly unlawful rounding policies/practices. Plaintiff contends that although Villa Scalabrini's timekeeping system recorded hours worked to the minute, Villa Scalabrini rounded all time-punches to the nearest quarter-hour, resulting in an underpayment of wages to Settlement

1 Class members. Based on Plaintiff's review of employee timekeeping records, when looking at
2 all shifts in the timekeeping data, there was an average *overpayment* of 0.80 minutes per shift.
3 Villa Scalabrini argued that its timekeeping policies were neutral and resulted in Settlement Class
4 members being compensated for all hours actually worked. This was borne out by the timekeeping
5 data, which showed that approximately 42% of all shifts reflected an underpayment,
6 approximately 50% of all shifts reflected an overpayment, and approximately 8% of all shifts
7 were neutral. Therefore, only looking at shifts where there was an underpayment, Plaintiff
8 estimates that Villa Scalabrini's maximum exposure for this claim is approximately \$91,323
9 (5,769 hrs. * \$15.83 average hourly rate). Villa Scalabrini raised several defenses to this claim,
10 including its argument that it utilized an even-handed timekeeping system that, on balance,
11 resulted in employees being paid for all hours actually worked; that the majority of shifts reflected
12 an *overpayment* as a result of its rounding practices; and that Plaintiff would be unable to certify this
13 claim given the individualized inquiries as to whether employees were in fact underpaid, or
14 overpaid for each workday in question. Based on these defenses, Plaintiff discounted the
15 maximum exposure by 65% to account for the risk of non-certification, and an additional 60% to
16 account for Villa Scalabrini's defenses on the merits, to arrive at an estimated exposure of
17 approximately \$12,785.

18 20. As a result of the unpaid wages and unpaid meal and rest period premium wages
19 described above, Plaintiff alleges that Villa Scalabrini failed to comply with its final pay
20 obligations set forth in Labor Code §§ 201-203. Villa Scalabrini's records show approximately
21 69 Settlement Class members who separated their employment with Villa Scalabrini since August
22 9, 2018 and are therefore eligible for waiting time penalties. Based on an hourly rate of \$15.83,
23 Plaintiff estimated the average waiting time penalty per former employee to be approximately
24 \$3,799 (\$15.83 * 8 hours per day * 30 days). Therefore, Plaintiff calculated Villa Scalabrini's
25 maximum exposure for potential waiting time penalties to be approximately \$262,131 (69 former
26 employees * \$3,799 average penalty). Villa Scalabrini presented several defenses to this claim,
27 most notably their assertion that because they possessed good-faith defenses to the underlying
28 claims, any failure to pay wages was not "willful" as a matter of law. Villa Scalabrini further

1 asserts that Plaintiff's waiting time penalty exposure was grossly inflated as not every former
2 employee experienced the alleged Labor Code violations. Moreover, because the waiting time
3 claim is derivative of Plaintiff's underlying wage claims, Plaintiff would need to overcome Villa
4 Scalabrini's defenses, both as to class certification and on the merits, as to her underlying claims.
5 To account for Villa Scalabrini's defenses, Plaintiff discounted the maximum exposure by 40%
6 for the risk of non-certification and an additional 50% for the risk of losing on the merits and/or
7 not receiving the maximum penalties sought, to arrive at an estimated exposure of approximately
8 \$78,640.

9 21. As a result of the unpaid wages and unpaid meal and rest period premium wages
10 described above, Plaintiff alleges that Villa Scalabrini is liable for wage statement penalties.
11 Plaintiff also asserts that the wage statements that Villa Scalabrini issued to its non-exempt
12 employees violate Labor Code § 226(a)(8) because the wage statements fail to list the legal entity
13 of the employer. Specifically, the wage statements issued to Plaintiff list "Villa Scalabrini (9682)"
14 as the employer instead of Fathers of St. Charles, which Plaintiff alleges is the legal entity
15 registered with the California Secretary of State. Plaintiff's expert's analysis reflected that there
16 were approximately 185 unique employees and approximately 7,624 pay periods worked during
17 the liability period applicable to Plaintiff's wage statement claim. Plaintiff, therefore, assumed
18 the maximum \$4,000.00 penalty for each employee and calculated Villa Scalabrini's potential
19 wage statement exposure at approximately \$740,000 (185 employees * \$4,000 maximum
20 penalty)]. *See also* Labor Code § 226(e). Villa Scalabrini argues any alleged wage statement
21 violations were not "knowing and intentional," and Plaintiff cannot show she or other employees
22 "suffer[ed] injury" due to the alleged wage statement violations, as required by Labor Code §
23 226(e) for the imposition of penalties. With respect to Plaintiff's allegation that the wage
24 statements issued did not list the legal entity of the employer, Villa Scalabrini contends that the
25 wage statements were compliant because "Villa Scalabrini" is the recorded fictitious business
26 name in California. Further, Villa Scalabrini contends its wage statements always accurately
27 reflected hours worked and amounts paid as well as all other required information, In light of
28 Villa Scalabrini's arguments that no violations occurred, that employees suffered no "injury," that

any alleged violations were not “knowing and intentional,” that the wage statements always accurately reflected hours worked and amounts paid to employees, as well as risks associated with Plaintiff’s underlying claims discussed above, Plaintiff discounted the maximum exposure by 40% for risk of non-certification, and by an additional 60% for risk of being unsuccessful on the merits, for an estimated realistic exposure of approximately \$177,600.

22. As a result of the foregoing Labor Code violations, Plaintiff alleges that Villa Scalabrini is liable for civil penalties under the PAGA. Plaintiff estimated a maximum total PAGA exposure of approximately \$762,400 (7,624 pay periods * \$100 “initial” penalty). However, these penalties derive from the underlying wage and hour violations discussed above, which Villa Scalabrini disputes vigorously. Villa Scalabrini also asserts that the Court would drastically reduce any award of PAGA penalties as “confiscatory.” Therefore, Plaintiff discounted the maximum figure by 70% for the risk of losing on the merits and/or not recovering a PAGA penalty for each and every pay period, and an additional 75% to account for the possibility of this Court reducing penalties, to arrive at an estimated exposure of approximately \$57,180.

23. Using these estimated figures for each of the claims described above, Plaintiff predicted that the potential realistic recovery for the Settlement Class would be approximately \$848,794. The proposed Settlement of \$750,000 represents approximately 88.4% of the reasonably forecasted recovery for the Settlement Class.

24. Although the Parties engaged in significant informal discovery prior to mediation, the Parties still had significant formal discovery to complete had the matter not been settled. This would have required the expenditure of substantial time and resources by both Parties that would have very likely spanned several years. Even if Plaintiff was to certify the classes, the Parties would incur considerably more attorneys’ fees and costs through a possible decertification motion, trial, and possible appeal. This Settlement avoids those risks and the accompanying expense.

25. Class Counsel will also apply for an attorneys’ fees award of one-third of the Gross Settlement Amount, which is currently estimated to be \$250,000.00, and up to \$30,000.00 in verified costs reimbursement. Plaintiff submits the requested fee is fair compensation for

1 undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee
2 basis. Class Counsel has incurred substantial attorneys' fees conducting pre-filing investigation,
3 analyzing Plaintiff's claims, conducting legal research, conducting extensive informal discovery,
4 analyzing Settlement Class members' timekeeping and payroll records with the help of a retained
5 expert, creating a comprehensive damages model, preparing for and attending mediation,
6 negotiating and preparing the long-form Settlement Agreement, preparing this Motion, and
7 otherwise litigating the case. Class Counsel expects to expend additional attorney time in
8 attending the hearing on this Motion, overseeing the Notice process and fielding questions from
9 Settlement Class members, preparing the Final Approval papers, and attending the Final Approval
10 hearing.

11 26. Plaintiff will apply for Class Representative Service Award at the time of seeking
12 final approval of the proposed class action settlement in the amount of \$7,500.00 for her service
13 to the Settlement Class. As will be fully briefed at the time of final approval, Plaintiff's requested
14 Service Award is intended to recognize the time and effort Plaintiff expended on behalf of the
15 Settlement Class, including providing substantial factual information and documents to Class
16 Counsel, discussing the claims and theories at issue in the litigation, actively participating in the
17 prosecution of her claims, as well as the significant risks Plaintiff undertook by agreeing to serve
18 as the named plaintiff in this case.

19 I declare under penalty of perjury under the laws of the State of California that the
20 foregoing is true and correct. Executed on September 15, 2023, at El Segundo, California.

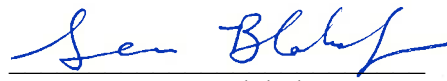
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22 Sean M. Blakely
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EXHIBIT A

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiff Lourdes Nunez (“Plaintiff”), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Fathers of St. Charles d/b/a Villa Scalabrini (hereinafter “Defendant”), on the other hand. Plaintiff and Defendant are referred to herein collectively as the “Parties,” or individually as “Party.” Plaintiff and the Settlement Class are represented by Paul K. Haines, Sean M. Blakely, and Alexandra R. McIntosh of Haines Law Group, APC (“Class Counsel”). Defendant is represented by Chandra A. Beaton of LightGabler.

On August 9, 2021, Plaintiff filed a class action complaint against Defendant in Los Angeles County Superior Court, in the matter entitled *Lourdes Nunez v. Fathers of St. Charles d/b/a Villa Scalabrini*, Case No. 21STCV29250 (the “complaint”). On October 14, 2021, Plaintiff filed a First Amended Class and Representative Action Complaint (“FAC”). The FAC alleges the following causes of action: (1) minimum wage violations; (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) wage statement violations; (6) unfair competition in violation of Cal. Business & Professions Code § 17200, *et seq.*; and (7) civil penalties under the Private Attorneys General Act, Cal. Labor Code § 2698 *et seq.* (“PAGA”). As part of the Settlement, the Parties stipulate to the filing of a Second Amended Class and Representative Action Complaint which adds a cause of action for waiting time penalties. The complaint, the FAC, and the SAC are referred to herein as the “Action.”

Given the uncertainty of litigation, Plaintiff and Defendant wish to settle individually and on behalf of the Settlement Class. Accordingly, Plaintiff and Defendant agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the certification of the following Settlement Class:

All current and former non-exempt employees employed by Defendant Fathers of St. Charles d/b/a Villa Scalabrini in California from August 9, 2017 through December 31, 2022 (the “Class Period”).

The Parties agree that certification for purposes of this Settlement Agreement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure or under Rule 23 of the Federal Rules of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Release by Settlement Class Members and Plaintiff.** Plaintiff and every member of the Settlement Class (except those who opt out and except as to the PAGA claims specified below) will fully release and discharge Defendant, and all of its past and present officers, directors, shareholders, direct and/or indirect owners, members, parents, trustees, fiduciaries, beneficiaries, subrogees, executors, partners, joint employers, employees, predecessors, successors, assigns, affiliates, brother and sister corporations, agents, principals, heirs, representatives, attorneys, insurers, accountants, administrators, auditors, consultants, divisions, related companies, related

entities, and all of their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, and any individual or entity which could be liable for any of the Class Released Claims and/or PAGA Released Claims, (collectively the “Released Parties”), as follows:

- A. Upon the Effective Date and the complete funding of the Gross Settlement Amount, Settlement Class members will release all claims, demands, rights, liabilities and causes of action that were pled in the SAC that arose during the Class Period, including claims for: (a) failure to pay all minimum wages; (b) failure to pay all overtime wages; (c) failure to provide meal periods as required by law; (d) failure to authorize rest periods as required by law; (e) failure to provide accurate, itemized wage statements; (f) failure to pay all wages upon separation of employment or all final wages due; and (g) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above (the “Class Released Claims”). The period of the Class Released Claims shall extend to the limits of the Class Period.
- B. **Release of PAGA Claims.** In addition, all Settlement Class members (regardless of whether they opt out) who worked for Defendant at any time from August 9, 2020 through December 31, 2022 (the “PAGA Period”) are “Aggrieved Employees” and shall release the Released Parties from all claims for civil penalties under PAGA arising during the PAGA Period as disclosed in Plaintiff’s Notification Letter to the Labor and Workforce Development Agency (“LWDA”) dated August 9, 2021 (“the PAGA Released Claims”).
- C. **Release by Plaintiff.** As a condition of receiving the Class Representative Service Award, and upon Defendant’s complete funding of the Gross Settlement Amount, Plaintiff has agreed to release, individually and in addition to the Class Released Claims and PAGA Released Claims described above, all claims, whether known or unknown, without exception, against the Released Parties. The Parties understand and agree that Plaintiff is not, by way of this release, releasing any workers’ compensation claims, unemployment insurance claims, nor any other claims which cannot be released as a matter of law. Notwithstanding the foregoing, Plaintiff understands that this release includes unknown claims and that Plaintiff is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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

- 3. **Gross Settlement Amount.** As consideration, Defendant agrees to pay a non-reversionary “Gross Settlement Amount” of Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) and no more in full and complete settlement of the Action, as follows:

- A. The Parties have agreed to engage Phoenix Settlement Administrators as the “Settlement Administrator” to administer this Settlement.
- B. The Gross Settlement Amount shall be deposited with the Settlement Administrator within thirty (30) calendar days of the Effective Date (which, for this purpose, shall be defined as the later of (1) date on which the Court enters an Order granting Final Approval of the Settlement Agreement or, (2) solely in the event that there are any objections to the Settlement Agreement (the filing of an objection being a prerequisite to the filing of an appeal), the later of: (i) the last date on which any appeal might be filed or (ii) the successful resolution of any appeal(s) – including expiration of any time to seek reconsideration or further review.
- C. This is a non-reversionary settlement. The Gross Settlement Amount includes:
- (1) All payments (including interest) to the Settlement Class;
 - (2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Ten Thousand Dollars and Zero Cents (\$10,000.00);
 - (3) Up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff for Plaintiff’s Class Representative Service Award, in recognition of her contributions to the Action and her service to the Settlement Class. Even in the event that the Court reduces or does not approve the requested Class Representative Service Award, Plaintiff shall not have the right to revoke this Settlement Agreement, and it will remain binding;
 - (4) Up to one-third of the Gross Settlement Amount in Class Counsel’s attorneys’ fees, plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Thirty Thousand Dollars and Zero Cents (\$30,000.00). In the event that the Court reduces or does not approve the requested Class Counsel attorneys’ fees and/or costs, Class Counsel shall not have the right to revoke this Settlement Agreement, and it will remain binding; and
 - (5) Forty Thousand Dollars and Zero Cents (\$40,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Thirty Thousand Dollars and Zero Cents (\$30,000.00) will be payable to the LWDA, and the remaining twenty-five percent (25%), or Ten Thousand Dollars and Zero Cents (\$10,000.00), will be payable to certain Settlement Class members as the “PAGA Amount,” which PAGA Amount will be distributed as described below.

- (6) Any difference between these requested amounts and the amounts approved by the Court will revert to the Net Settlement Amount for the benefit of the Settlement Class members who do not opt out.

- D. **Plaintiff's Option to Rescind.** The Gross Settlement amount is based on Defendant's representations that there are approximately 39,506 workweeks during the Class Period. If, at the time of preliminary approval, the number of workweeks has increased by 10% or more (i.e., if there are 43,567 or more workweeks), Plaintiff shall have the option, in her sole discretion, to rescind the Settlement. However, Defendant may preempt this option by increasing the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of workweeks worked by Settlement Class members during the Class Period (i.e., if there was 18% increase in the number of workweeks during the Class Period, Defendant can preempt Plaintiff's right to rescind by increasing the Gross Settlement Amount by 18%).
- E. Defendant's share of payroll taxes owed on the wage portions of the Individual Settlement Awards shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount.

4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment ("Individual Settlement Award") from the Settlement. Individual Settlement Awards will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, Plaintiff's Class Representative Service Award, the Settlement Administrator's fees and expenses for administration, and the total amount designated as PAGA civil penalties. The remaining amount shall be known as the "Net Settlement Amount."
- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member's Individual Settlement Award based on the following formula:
- i. Payments to all participating Settlement Class members: Eighty percent (80%) of the Net Settlement Amount will be distributed to all participating Settlement Class members based on each participating Settlement Class member's proportionate Workweeks worked during the Class Period, and will be calculated by multiplying 80% of the Net Settlement Amount by a fraction, the numerator of which is the participating Settlement Class member's number of Workweeks worked during the Class Period, and the denominator of which is the total Workweeks worked by all participating Settlement Class members during the Class Period.
 - ii. Waiting Time Amount: Ten Percent (10%) of the Net Settlement Amount shall be designated as the "Waiting Time Amount." Each participating

Settlement Class member whose employment with Defendant ended at any time from August 9, 2018 to December 31, 2022, shall receive an equal, pro-rata share of the Waiting Time Amount. In other words, the Waiting Time Amount will be divided equally among all participating Settlement Class members whose employment with Defendant ended at any time from August 9, 2018 through December 31, 2022.

- iii. Wage Statement Amount: Ten percent (10%) of the Net Settlement Amount shall be designated as the “Wage Statement Amount.” Each participating Settlement Class member who was employed by Defendant at any time from August 9, 2020 through December 31, 2022 shall receive a portion of the Wage Statement Amount proportionate to the number of Workweeks that he or she worked during the period from August 9, 2020 through December 31, 2022, and which will be calculated by multiplying 10% of the Net Settlement Amount by a fraction, the numerator of which is the participating Settlement Class member’s number of Workweeks worked from August 9, 2020 through December 31, 2022, and the denominator of which is the total number of Workweeks worked by all participating Settlement Class members during the time period from August 9, 2020 through December 31, 2022.
 - iv. PAGA Amount: In addition to the Net Settlement Amount, the PAGA Amount will be allocated as follows: Each Settlement Class member who was employed by Defendant at any time during the PAGA Period (including those who submit a valid and timely Request for Exclusion from the class action settlement), shall receive a portion of the PAGA Amount proportionate to the number of pay periods worked during the PAGA Period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class member’s gross number of pay periods worked during the PAGA Period, and the denominator of which is the total number of pay periods worked by all participating Settlement Class members (including those who submit a valid and timely Request for Exclusion from the class action settlement) during the PAGA Period.
- C. Within ten (10) calendar days following Defendant’s deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Individual Settlement Award amounts and provide the same to the Parties’ counsel for review and approval. Within seven (7) calendar days of approval by the Parties’ counsel, the Settlement Administrator will prepare and mail Individual Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant’s counsel.
- D. For purposes of calculating applicable taxes and withholdings, each Individual Settlement Award shall be allocated as follows: Any payment from the Net

Settlement Amount shall be allocated as 80% as penalties and interest; and 20% as wages. Any payment from the PAGA Amount shall be allocated as 100% penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed “wages” and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.

- E. Each member of the Settlement Class who receives an Individual Settlement Award must cash that check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members whose checks are not cashed within 180 days after mailing shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Settlement Class member to whom the check was issued, until such time that they claim their property.
- F. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys’ Fees and Costs.** Defendant will not object to Class Counsel’s request for a total award of attorneys’ fees of one-third of the Gross Settlement Amount, which is currently estimated to be Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00) from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with the Action, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court’s approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court.

6. **Class Representative Service Award.** Defendant will not object to a request for a Class Representative Service Award of up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for Plaintiff, for her time and risk in prosecuting this case, and her service to the Settlement Class. This award will be in addition to Plaintiff’s Individual Settlement Award as a Settlement Class member, and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. In the event that the Court reduces or does not approve the requested Class Representative Service Award, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding.

7. **Settlement Administrator.** Defendant will not object to the appointment of Phoenix Settlement Administrators as Settlement Administrator. Defendant will not object to Plaintiff’s

request to the Court to pay up to Ten Thousand Dollars and Zero Cents (\$10,000.00) for the Settlement Administrator's services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for sending notices and for calculating Individual Settlement Awards and preparing all checks and mailings, calculating Defendant's share of taxes payable on the wages, which shall be deducted from the Gross Settlement Amount, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after Individual Settlement Awards have been mailed to all participating Settlement Class members. The Settlement Administrator shall also be responsible for posting the Final Judgment to its website.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Paul K. Haines, Sean M. Blakely, and Alexandra R. McIntosh of Haines Law Group, APC as Class Counsel;
- C. Appointing Plaintiff Lourdes Nunez as Class Representative for the Settlement Class;
- D. Approving Phoenix Settlement Administrators as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Notice of Estimated Settlement Award, drafts of which are attached hereto as **Exhibits A** and **B**, respectively), and directing the mailing of same to the Settlement Class in English with a Spanish translation; and
- G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within ten (10) business days after entry of an order preliminarily approving this Settlement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, the dates of employment, and the number of workweeks worked by each Settlement Class member while employed by Defendant during the Class Period (the "Class Data"). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.
- B. Within ten (10) business days from receipt of the Class Data, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated

addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Award for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

C. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion to the Settlement Administrator within forty-five (45) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").

i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon. Notwithstanding the foregoing, the PAGA settlement and release provisions will apply to all Settlement Class members whether or not they exclude themselves from the class action settlement. Settlement Class members who were employed by Defendant at any time during the PAGA Period and submit a valid and timely Request for Exclusion shall still be entitled to their portion of the PAGA Amount described above, and will release all PAGA Released Claims, whether they submit a valid and timely Request for Exclusion or not.

D. Objections. Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court). Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless the objections are filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendant's counsel and Class Counsel shall have ten (10) days from receipt of the objections to file a response to the objections. To be valid, any written objection must: (1) contain the objecting Settlement Class member's full name and current address, as well as contact

information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing. Members of the Settlement class who request exclusion *may not* object to the Settlement.

- E. Notice of Estimated Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Individual Settlement Award as well as all of the information that was used from Defendant's records in order to calculate the Settlement Award. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Estimated Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. In the absence of any contrary documentation, the Settlement Administrator is entitled to presume that the workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Awards under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Award shall be binding upon the Settlement Class member and the Parties.
- F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within three (3) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. It will be conclusively presumed that, if an envelope so mailed has not been returned within thirty (30) days of the mailing, the Settlement Class member received the Notice Packet. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-

deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant's Counsel to provide notice of the proposed settlement.

- G. Weekly Reports. The Settlement Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to workweeks and/or PAGA pay periods received and/or resolved, and checks mailed for Individual Settlement Awards ("Weekly Report"). The Weekly Reports must include the Settlement Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

10. **Final Approval.** Following preliminary approval and the close of the period for filing Requests for Exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval of this Settlement Agreement, adjudging the terms thereof to be fair, adequate, and reasonable, and directing consummation of its terms and provisions;
- B. Approving the Gross Settlement Amount, the PAGA Amount, Plaintiff's and Class Counsel's request for attorneys' fees and reimbursement of costs, Class Representative Service Award, and settlement administration costs; and
- C. Entering Final Judgment pursuant to California Rule of Court 3.769. Said Judgment shall be posted on the Settlement Administrator's website.

Settlement Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Settlement Administrator will provide to Class Counsel and Defendant's Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of the Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Settlement Class members, the total number of Requests for Exclusion it received (both valid or invalid), the number of written objections and attach the list of names and other identifying information of Settlement Class members who have timely submitted valid Requests for Exclusion. The Settlement Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Settlement Administrator's declaration(s) in Court.

11. **Final Report by Settlement Administrator.** Within 10 days after the Settlement Administrator disburses all funds in the Gross Settlement, the Settlement Administrator will provide Class Counsel and Defendant's Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this

Agreement. At least 14 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defendant's Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Settlement Administrator's declaration in Court.

12. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability by Defendant or that class certification and/or representative treatment is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to Federal Evidence Code Section 408 and California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by Federal Evidence Code Section 408 and the California Evidence Code Section 1152.

13. **Non-disclosure and Non-publication.** Plaintiff and Class Counsel agree not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other lawsuits, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Action, and a general description of the Action, to a court in a declaration by Class Counsel

14. **No Solicitation.** The Parties separately agree that they and their respective counsel and employees will not solicit any Settlement Class member to opt out of or object to the Settlement, or appeal from the Final Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Settlement Class members in accordance with Class Counsel's ethical obligations owed to Settlement Class members.

15. **No Prior Assignments.** The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

16. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

17. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Chandra A. Beaton of LightGabler, 760 Paseo Camarillo, Suite 300,
Camarillo, CA 93010; cbeaton@lightgablerlaw.com.

if to Plaintiff: Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive,
Suite 180, El Segundo, California 90245;
phaines@haineslawgroup.com.

18. **Cooperation.** The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed.

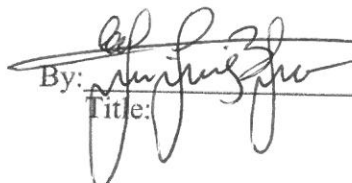
19. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the Action contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof. Further, all terms of this Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

20. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

21. **Enforcement Action.** Consistent with the class action procedure, the Parties agree that the Los Angeles County Superior Court shall have jurisdiction to enforce this Settlement pursuant to California Code of Civil Procedure section 664.6, and California Rule of Court 3.769. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

DATED: 8-18, 2023

DEFENDANT FATHERS OF ST. CHARLES

By:  EXECUTIVE DIRECTOR
Title:

DATED: _____, 2023

PLAINTIFF LOURDES NUNEZ

By: _____
Plaintiff and Settlement Class Representative

if to Defendant: Chandra A. Beaton of LightGabler, 760 Paseo Camarillo, Suite 300, Camarillo, CA 93010; cbeaton@lightgablerlaw.com.

if to Plaintiff: Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, California 90245; phaines@haineslawgroup.com.

18. **Cooperation.** The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed.

19. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the Action contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof. Further, all terms of this Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

20. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

21. **Enforcement Action.** Consistent with the class action procedure, the Parties agree that the Los Angeles County Superior Court shall have jurisdiction to enforce this Settlement pursuant to California Code of Civil Procedure section 664.6, and California Rule of Court 3.769. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

DATED: _____, 2023

DEFENDANT FATHERS OF ST. CHARLES

By: _____
Title:

DATED: Aug 14, 2023, 2023

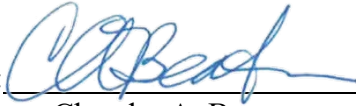
PLAINTIFF LOURDES NUNEZ

By: 
Lourdes Nunez (Aug 14, 2023 14:11 PDT)
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: August 24, 2023

LIGHTGABLER

By: 
Chandra A. Beaton
Attorneys for Defendant

DATED: Aug. 14, 2023

HAINES LAW GROUP, APC

By: 
Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiff

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

LOURDES NUNEZ, as an individual and on behalf of
all others similarly situated,

Plaintiff,

vs.

FATHERS OF ST. CHARLES d/b/a VILLA
SCALABRINI, an Illinois Corporation; and DOES 1
through 100,

Defendants.

Case No. 21STCV29250

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

To: All current and former non-exempt employees employed by Defendant Fathers of St. Charles d/b/a Villa Scalabrini in California from August 9, 2017 through December 31, 2022. Collectively, these employees will be referred to as "Settlement Class members."

**PLEASE READ THIS NOTICE CAREFULLY
THIS NOTICE IS BEING SENT IN ENGLISH AND SPANISH
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this Notice?

The Los Angeles County Superior Court has granted preliminary approval of a proposed class action settlement (the "Settlement") in the case of *Lourdes Nunez v. Fathers of St. Charles d/b/a Villa Scalabrini*, Los Angeles Superior Court Case No. 21STCV29250 (the "Action"). Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You may be entitled to money from this Settlement. Defendant Fathers of St. Charles d/b/a Villa Scalabrini's ("Villa Scalabrini") records show that you were employed at Villa Scalabrini in California as a non-exempt employee between August 9, 2017 and December 31, 2022 (the "Class Period"). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Action, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff Lourdes Nunez ("Plaintiff") brought this Action against Villa Scalabrini, seeking to assert claims on behalf of a class of current and former non-exempt employees who worked for Villa Scalabrini in California at any time during the Class Period. Plaintiff is known as the "Class Representative," and her attorneys, who also represent the interests of all Settlement Class members, are known as "Class Counsel."

Plaintiff alleges that Villa Scalabrini failed to provide Settlement Class members with all required meal and rest periods and that it failed to pay all minimum and overtime wages due to its regular rate miscalculations and/or timekeeping policies and practices. The Action also alleges that as a result of these alleged violations, Villa Scalabrini failed to provide Settlement Class members with accurate and complete wage statements and failed to timely pay all final wages at the time of separation of employment. As a result of the foregoing

alleged violations, Plaintiff alleges that Villa Scalabrini engaged in unfair business practices and is liable for civil penalties under the Labor Code Private Attorneys General Act (“PAGA”).

Villa Scalabrini denies that it has done anything wrong. Villa Scalabrini denies that it owes Settlement Class members any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Villa Scalabrini, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff’s claims. However, to avoid additional expense, inconvenience, and interference with its business operations, Villa Scalabrini has concluded that it is in its best interests to settle the Action on the terms summarized in this Notice. After Villa Scalabrini provided relevant information to Class Counsel, the Settlement was reached after mediation and arm’s-length negotiations between the parties.

The Class Representative and Class Counsel support the Settlement and believe it is in the best interests of Settlement Class members. Among the reasons for support are the defenses to liability potentially available to Villa Scalabrini, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by Villa Scalabrini, your decision about whether to participate in the Settlement will not affect your employment. California law and Villa Scalabrini’s policy strictly prohibit unlawful retaliation. Villa Scalabrini will not take any adverse employment action against or otherwise retaliate, or discriminate, against any Settlement Class member because of the Settlement Class member’s decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for the Plaintiff/Settlement Class members: HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com Sean M. Blakely sblakely@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	Attorneys for Defendant Villa Scalabrini: LIGHTGABLER Chandra A. Beaton cbeaton@lightgablerlaw.com 760 Paseo Camarillo, Suite 300 Camarillo, CA 93010 Tel: (805) 248-7208 Fax: (805) 248-7209 lightgablerlaw.com
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What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees who worked for Villa Scalabrini in California from August 9, 2017 until December 31, 2022. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Villa Scalabrini as described below.

Villa Scalabrini has agreed to pay \$750,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Action, including payments to Settlement Class members, requested attorneys’ fees and expenses, settlement administration costs, the amount designated as PAGA civil penalties, and the Class Representative’s Service Award.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties

relating to the Settlement. The Court has approved setting aside up to \$10,000.00 from the Gross Settlement Amount to pay the settlement administration costs.

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of the Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, which is currently estimated to be \$250,000.00, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$30,000.00 for verified costs Class Counsel incurred in connection with the Action.

Service Award to Class Representative. Class Counsel will ask the Court to award the Class Representative a service award in the amount of \$7,500.00 to compensate her for her service and extra work provided on behalf of the Settlement Class members.

PAGA Payment to State of California. As required by law, \$30,000.00 will be paid to the California Labor & Workforce Development Agency ("LWDA"), representing 75% of the \$40,000.00 the parties have agreed to allocate to the settlement of Plaintiff's claim on behalf of the Settlement Class members under the PAGA. The remaining \$10,000.00 will be payable to certain Settlement Class members as the "PAGA Amount," as described below.

Calculation of Settlement Class Members' Individual Settlement Awards. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount ("NSA"), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The NSA is estimated at approximately \$412,500.00 and will be divided as follows:

- (i) Payments to All Participating Settlement Class Members: Eighty percent (80%) of the NSA will be distributed to all participating Settlement Class members based on each participating Settlement Class member's proportionate Workweeks worked during the Class Period, and will be calculated by multiplying 80% of the NSA by a fraction, the numerator of which is the participating Settlement Class member's number of Workweeks worked during the Class Period, and the denominator of which is the total Workweeks worked by all participating Settlement Class members during the Class Period.
- (ii) Waiting Time Amount: Ten Percent (10%) of the NSA shall be designated as the "Waiting Time Amount." Each participating Settlement Class member whose employment with Villa Scalabrini ended at any time from August 9, 2018 to December 31, 2022, shall receive an equal, pro-rata share of the Waiting Time Amount. In other words, the Waiting Time Amount will be divided equally among all participating Settlement Class members whose employment with Villa Scalabrini ended at any time from August 9, 2018 through December 31, 2022.
- (iii) Wage Statement Amount: Ten percent (10%) of the NSA shall be designated as the "Wage Statement Amount." Each participating Settlement Class member who was employed by Villa Scalabrini at any time from August 9, 2020 through December 31, 2022 shall receive a portion of the Wage Statement Amount proportionate to the number of Workweeks that he or she worked during the period from August 9, 2020 through December 31, 2022, and which will be calculated by multiplying 10% of the NSA by a fraction, the numerator of which is the participating Settlement Class member's number of Workweeks worked from August 9, 2020 through December 31, 2022, and the denominator of which is the total number of Workweeks worked by all participating Settlement Class members during the time period from August 9, 2020 through December 31, 2022.

- (iv) PAGA Amount: In addition to the NSA, the \$10,000.00 PAGA Amount will be allocated as follows: Each Settlement Class member who was employed by Villa Scalabrini at any time from August 9, 2020 through December 31, 2022 (“PAGA Period”) (including those who submit a valid and timely Request for Exclusion from the class action settlement), shall receive a portion of the PAGA Amount proportionate to the number of pay periods worked during the PAGA Period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class member’s gross number of pay periods worked during the PAGA Period, and the denominator of which is the total number of pay periods worked by all Settlement Class members (including those who submit a valid and timely Request for Exclusion from the class action settlement) during the PAGA Period.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Individual Settlement Awards will be mailed to all Settlement Class members who did not submit a valid and timely Request for Exclusion. Settlement checks will be valid for 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members whose checks were not cashed within 180 days after mailing shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Settlement Class member to whom the check was issued, until such time that they claim their property.

Allocation and Taxes. For tax purposes, each Individual Settlement Award will be treated as follows: Any payment from the NSA shall be allocated as 80% as penalties and interest; and 20% as wages. Any payment from the PAGA Amount shall be allocated as 100% penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed “wages” and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.

Release. If the Court approves the Settlement, and upon the complete funding of the Gross Settlement Amount, all Settlement Class members who did not submit a timely and valid Request for Exclusion, will release Villa Scalabrini, and all of its past and present officers, directors, shareholders, direct and/or indirect owners, members, parents, trustees, fiduciaries, beneficiaries, subrogees, executors, partners, joint employers, employees, predecessors, successors, assigns, affiliates, brother and sister corporations, agents, principals, heirs, representatives, attorneys, insurers, accountants, administrators, auditors, consultants, divisions, related companies, related entities, and all of their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, and any individual or entity which could be liable for any of the Class Released Claims and/or PAGA Released Claims (collectively, the “Released Parties”) from all claims, rights, demands, liabilities, and causes of actions that were pled in the Second Amended Class and Representative Action Complaint (“SAC”) that arose during the Class Period, including: claims for: (a) failure to pay all minimum wages; (b) failure to pay all overtime wages; (c) failure to provide meal periods as required by law; (d) failure to authorize rest periods as required by law; (e) failure to provide accurate, itemized wage statements; (f) failure to pay all wages upon separation of employment or all final wages due; and (g) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above (the “Class Released Claims”). The period of the Class Released Claims shall extend to the limits of the Class Period.

In addition, all Settlement Class members (regardless of whether they opt out) who worked for Villa Scalabrini at any time during the PAGA Period are “Aggrieved Employees” and shall release the Released Parties from all claims for civil penalties under PAGA arising during the PAGA Period as disclosed in Plaintiff’s Notification Letter to the LWDA dated August 9, 2021 (“the PAGA Released Claims”).

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked during the Class Period, the proportionate number of workweeks you worked from August 9, 2020 through December 31, 2022, and whether you separated your employment at any time from August 9, 2018 through December 31, 2022, as stated in the accompanying Notice of Estimated Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Estimated Settlement Award. Your award is based on the proportionate number of workweeks you worked during the Class Period, the proportionate number of workweeks you worked during the PAGA Period, and whether you separated your employment at any time from August 9, 2018 through December 31, 2022. The information contained in Villa Scalabrini's records regarding each of these factors, along with your estimated Individual Settlement Award, is listed on the accompanying Notice of Estimated Settlement Award. If you disagree with the information in your Notice of Estimated Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than **<<RESPONSE DEADLINE>>**. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Awards under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Awards will be binding on the Settlement Class member and the Parties.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion" letter or card postmarked no later than **<<RESPONSE DEADLINE>>**, with (1) your name, address, telephone number, and last four digits of your Social Security number, (2) a statement that you wish to be excluded from the Settlement, and (3) your signature.

Send the Request for Exclusion directly to the Settlement Administrator at **<<INSERT ADMINISTRATOR CONTACT INFO>>**. Any person who submits a valid and timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in any portion of the class action Settlement, and shall receive no benefits from the class action Settlement. However, all Settlement Class members who worked for Villa Scalabrini during the PAGA Period, including those who opt out, will be bound by the PAGA portion of the Settlement and will receive a portion from the PAGA Amount. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you should mail a written objection to the Settlement Administrator at **<<INSERT ADMINISTRATOR CONTACT INFO>>**. To be valid, any written objection must: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than **<<RESPONSE DEADLINE>>**.

You may also appear at the Final Approval Hearing scheduled for **<<FINAL APPROVAL HEARING DATE/TIME>>** in Department SSC-10 of the Los Angeles County Superior Court, located at 312 North

Spring Street, Los Angeles, California 90012. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>. All objections or other correspondence must state the name and number of the case, which is *Lourdes Nunez v. Fathers of St. Charles d/b/a Villa Scalabrini*, Los Angeles Superior Court Case No. 21STCV29250. You do not need to object in writing to be heard at the Final Approval Hearing.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department SSC-10 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Award to the Class Representative. The Final Approval Hearing may be postponed without further notice to the Settlement Class. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, during regular court hours. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, VILLA SCALABRINI, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON <<PRELIM APPROVAL DATE>>.

EXHIBIT 2

NOTICE OF ESTIMATED SETTLEMENT AWARD

Lourdes Nunez v. Fathers of St. Charles d/b/a Villa Scalabrini
LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 21STCV29250

Please complete, sign, date and return this Form to **<<ADMINISTRATOR CONTACT INFO>>** **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Settlement Award:

According to Fathers of St. Charles d/b/a Villa Scalabrini's ("Villa Scalabrini") records:

- (a) you worked for Villa Scalabrini in California as a non-exempt employee from _____ until _____;
- (b) you worked _____ workweeks for Villa Scalabrini in California between August 9, 2017 and December 31, 2022;
- (c) you worked _____ workweeks for Villa Scalabrini in California between August 9, 2020 and December 31, 2022; and
- (d) your employment with Villa Scalabrini **<<DID/DID NOT>>** end between August 9, 2018 and December 31, 2022.

Based on the above, your Settlement Award is estimated at \$ _____.

(IV) If you disagree with items (a), (b), (c) and/or (d) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this Form:

If you dispute the above information from Villa Scalabrini's records, Villa Scalabrini's records will control unless you are able to provide documentation that establishes otherwise, and that Villa Scalabrini's records are mistaken. If there is a dispute about whether Villa Scalabrini's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Pendency of Class Action and Proposed Settlement" that accompanies this Form.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED
NO LATER THAN <<RESPONSE DEADLINE>>.**

Signature: _____

Date: _____

EXHIBIT B

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

August 9, 2021

VIA LWDA WEBSITE

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

Re: *Lourdes Nunez v. Fathers of St. Charles d/b/a Villa Scalabrini*

To Whom It May Concern:

Please be advised that this law firm represents Lourdes Nunez (“Ms. Nunez”) in claims arising from her employment with Fathers of St. Charles d/b/a Villa Scalabrini and Does 1 through 100 (collectively “Villa Scalabrini”). Ms. Nunez is an “aggrieved employee” as defined by Labor Code Section 2698 *et seq.*, due to Villa Scalabrini’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Section 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” include all of Villa Scalabrini’s non-exempt employees who worked for Villa Scalabrini in California during the one year immediately preceding the date of this letter through the present.

Villa Scalabrini employs Ms. Nunez in the non-exempt job position of “cook” (or similarly titled position). Ms. Nunez was initially hired by Villa Scalabrini in approximately September 2012 and is presently employed by Villa Scalabrini.

During Ms. Nunez’s employment with Villa Scalabrini, Villa Scalabrini utilized a timekeeping system which resulted in Ms. Nunez and other aggrieved employees not being compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise. Specifically, Villa Scalabrini rounded Ms. Nunez’s and other aggrieved employees’ timekeeping entries to quarter-of-an-hour increments in an uneven manner so that, over a period of time, Ms. Nunez and other aggrieved employees were deprived of all earned minimum and overtime wages. Upon information and belief, Villa Scalabrini’s timekeeping system regularly, systematically, and impermissibly rounded the hours worked by Ms. Nunez and other aggrieved employees in Villa Scalabrini’s favor, resulting, over a period of time, in the failure to compensate Ms. Nunez and other aggrieved employees for all hours worked. As a result, Ms. Nunez and other aggrieved employees were not compensated for all required minimum and overtime wages.

During Ms. Nunez's and other aggrieved employees' employment with Villa Scalabrini, Ms. Nunez and other aggrieved employees worked over 8.0 hours per workday and/or more than 40.0 hours per workweek, but did not receive overtime compensation equal to one and one-half times her regular rate of pay for working overtime hours. Specifically, Villa Scalabrini paid Ms. Nunez and other aggrieved employees non-discretionary incentive pay, including but not limited to, payments denoted on their wage statements as "Bonus" and/or other forms of pay that are not excludable from an employee's "regular rate" of pay (hereinafter the aforementioned forms of pay are collectively referred to as "Incentive Pay"). However, Villa Scalabrini failed to properly calculate Ms. Nunez's and other aggrieved employees' regular rates of pay as a result of their receipt of Incentive Pay, thereby miscalculating and underpaying the overtime wages owed to them.

Villa Scalabrini also failed to provide Ms. Nunez and other aggrieved employees with all legally compliant meal periods due to Villa Scalabrini's meal period policies/practices, which have resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and missed meal periods. Villa Scalabrini also failed to provide Ms. Nunez or other aggrieved employees with second meal periods on shifts over 10.0 hours. Furthermore, Ms. Nunez and other aggrieved employees' meal periods were often interrupted as Villa Scalabrini scheduled various meetings during meal periods which Ms. Nunez and other aggrieved employees were required to attend. On those occasions when Ms. Nunez and other aggrieved employees were not provided with all legally-required meal periods to which they were entitled, Villa Scalabrini did not compensate Ms. Nunez and other aggrieved employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, Villa Scalabrini maintained no payroll code for paying meal period premiums under Labor Code § 226.7.

Ms. Nunez and other aggrieved employees were not authorized and permitted to take all legally compliant rest periods due to Villa Scalabrini's rest period policies/practices, which fail to authorize and permit an off-duty rest period for every four hours worked, or major fraction thereof. Specifically, due to work demands imposed by Villa Scalabrini, Ms. Nunez and other aggrieved employees were regularly prevented from being relieved of all work duties during required rest periods. Moreover, Ms. Nunez and other aggrieved employees were not authorized and permitted to take a third rest period on shifts in excess of 10.0 hours due to Villa Scalabrini's rest period policies/practices, which fail to authorize and permit non-exempt employees to take a third rest period on occasions when they worked over 10.0 hours in a workday. On the occasions when Ms. Nunez and other aggrieved employees were not provided with all legally-compliant rest periods to which they were entitled, Villa Scalabrini failed to compensate Ms. Nunez and other aggrieved employees with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, Villa Scalabrini maintained no payroll code or other mechanism for

the payment of rest period premiums as required by Labor Code § 226.7 in the event a legally compliant rest period was not provided to its non-exempt employees.

As a result of Villa Scalabrini's failure to compensate Ms. Nunez and other aggrieved employees for all minimum wages, overtime wages, and meal and rest period premium wages earned, Villa Scalabrini maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements. Additionally, the wage statements that Villa Scalabrini issued to Ms. Nunez and other aggrieved employees were facially unlawful pursuant to Labor Code § 226(a)(8), as they fail to display the name and address of the legal entity that is the employer.

As described above, Villa Scalabrini committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 5 ("Wage Order 5"):

Minimum Wage Violations

Villa Scalabrini was required to pay Ms. Nunez and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1182.12, 1194, 1194.2, 1197; Wage Order 5, § 4. As alleged above, Villa Scalabrini failed to conform its pay practices to the requirements of the law by failing to pay Ms. Nunez and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of Villa Scalabrini and/or suffered or permitted to work under the California Labor Code and Wage Order 5. As a result of these policies/practices, which fail to compensate for all hours worked, Ms. Nunez and other aggrieved employees were deprived of all required minimum wages.

Overtime Wage Violations

Villa Scalabrini was required to pay Ms. Nunez and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; Wage Order 5, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee." As alleged above, Villa Scalabrini caused Ms. Nunez and other aggrieved employees to work overtime hours, but did not compensate Ms. Nunez and other aggrieved employees with one and one-half times their regular rate of pay for such hours. As a result of these policies/practices, Ms. Nunez and other aggrieved employees were not compensated for all overtime and double-time wages.

Meal Period Violations

As alleged above, Villa Scalabrini failed to provide Ms. Nunez and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 5, § 11. As a result, Ms. Nunez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”).

Rest Period Violations

As alleged above, Villa Scalabrini also failed to authorize and permit Ms. Nunez and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 5, § 12. As a result, Ms. Nunez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”)

Wage Statement Violations

Villa Scalabrini was required to furnish Ms. Nunez and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, total net wages earned, and the name of the legal entity that is the employer. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 5, § 7. As a result of Villa Scalabrini’s failure to pay all overtime and minimum wages, and failure to pay all required meal and rest period premium wages, Villa Scalabrini maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Nunez and other aggrieved employees in violation of Labor Code § 226. Moreover, the wage statements that Villa Scalabrini issued to Ms. Nunez and other aggrieved employees were facially unlawful pursuant to Labor Code § 226(a)(8), as they fail to display the name and address of the legal entity that is the employer. Villa Scalabrini’s failure to comply with its wage statement obligations was knowing and intentional, and Ms. Nunez and other aggrieved employees have suffered injury as a result.

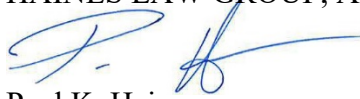
As an “aggrieved employee,” Ms. Nunez will initiate a civil action on behalf of herself and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Nunez’s own investigation, and on

information and belief, Villa Scalabrini committed and continues to commit the following Labor Code violations:

- a. Villa Scalabrini violated Labor Code §§ 1182.12, 1194, 1194.2, and 1197 by failing to pay Ms. Nunez and other aggrieved employees the statutory minimum wage for all hours worked;
- b. Villa Scalabrini violated Labor Code §§ 204, 510, 1194, and 1198 by failing to pay Ms. Nunez and other aggrieved employees all overtime compensation earned;
- c. Villa Scalabrini violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Ms. Nunez and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- d. Villa Scalabrini violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit Ms. Nunez and other aggrieved employees all required rest periods and failing to pay rest period premiums to Ms. Nunez and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;
- e. Villa Scalabrini violated Labor Code § 226 by failing to furnish Ms. Nunez and other aggrieved employees with accurate and compliant itemized wage statements;
- f. Villa Scalabrini violated Labor Code § 204 by failing to pay Ms. Nunez and other aggrieved employees all wages earned at least twice during each calendar month; and
- g. Villa Scalabrini violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Ms. Nunez and other aggrieved employees.

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and Villa Scalabrini if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Paul K. Haines

cc: Fathers of St. Charles d/b/a Villa Scalabrini (via certified mail)



Shipment Confirmation Acceptance Notice

A. Mailer Action

Note to Mailer: The labels and volume associated to this form online, **must** match the labeled packages being presented to the USPS® employee with this form.

Shipment Date: 08/09/2021

Shipped From:

Name: HAINES LAW GROUP

Address: 2155 CAMPUS DRIVE STE 180

City: EL SEGUNDO

State: CA ZIP+4® 90245

Type of Mail	Volume
Priority Mail Express®*	
Priority Mail®	0
First-Class Package Service®	
Returns	
International*	
Other	2
Total	2

*Start time for products with service guarantees will begin when mail arrives at the local Post Office™ and items receive individual processing and acceptance scans.

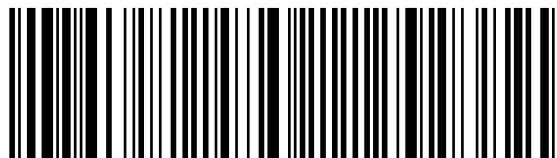
B. USPS Action

Note to RSS Clerk:

1. Home screen > Mailing/Shipping > More
2. Select Shipment Confirm
3. Scan or enter the barcode/label number from PS Form 5630
4. Confirm the volume count message by selecting Yes or No
5. Select Pay and End Visit to complete transaction

USPS EMPLOYEE: Please scan upon pickup or receipt of mail.
Leave form with customer or in customer's mail receptacle.

USPS SCAN AT ACCEPTANCE



9275 0901 1935 6200 0030 8421 67



Name and Address of Sender Haines Law Group STE 180 2155 Campus Drive El Segundo CA 90245		Check type of mail or service ☐ Adult Signature Required ☐ Priority Mail Express ☐ Adult Signature Restricted Delivery ☐ Registered Mail ☒ Certified Mail ☐ Return Receipt for Merchandise ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation ☐ Collect on Delivery (COD) ☐ Signature Confirmation Restricted Delivery ☐ Insured Mail ☐ Priority Mail		Affix Stamp Here <i>(if issued as an international certificate of mailing or for additional copies of this receipt).</i> Postmark with Date of Receipt.												
USPS Tracking/Article Number		Addressee (Name, Street, City, State, & ZIP Code™)		Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1. 9214 8901 9403 8346 5577 34		FATHERS OF ST CHARLES C/O: REV ADILSO BALEN 10631 VINEDALE ST SUN VALLEY CA 91352-2825		0.71	3.60	Handling Charge - if Registered and over \$50,000 in value							1.75			
2. 9214 8901 9403 8346 4654 11		HOLLAND AMERICA FLOWERS LLC C/O: BERNARBUS AP DOBBE AGENT FOR SERVICE OF PROCESS 808 ALBERT WAY ARROYO GRANDE CA 93420-5828		0.51	3.60								1.75			
Total Number of Pieces Listed by Sender 2		Total Number of Pieces Received at Post Office		Postmaster, Per (Name of receiving employee)												

EXHIBIT C

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Attorneys for Plaintiff

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

LOURDES NUNEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

FATHERS OF ST. CHARLES d/b/a Villa
Scalabrini, an Illinois corporation; and DOES 1
through 100,

Defendants.

Case No. 21STCV29250

**SECOND AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) **MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);**
- (2) **FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 1194 and 1198);**
- (3) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, and 558);**
- (4) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, and 558);**
- (5) **WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226 *et seq.*);**
- (6) **UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*);**
- (7) **CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE §
2698 *et seq.*); and**
- (8) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Lourdes Nunez (“Plaintiff”) hereby brings this Second Amended Class and
2 Representative Action Complaint (“Complaint”) against Defendants Fathers of St. Charles d/b/a
3 Villa Scalabrini, an Illinois corporation; and DOES 1 through 100, inclusive (collectively,
4 “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
7 Complaint for recovery of unpaid wages and penalties under Labor Code §§ 201-204, 226, 226.7,
8 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, and 2698 *et seq.*; California Business &
9 Professions Code § 17200 *et seq.*, and Industrial Welfare Commission Wage Order No. 5 (“Wage
10 Order 5”), in addition to seeking declaratory relief and restitution. This Complaint is brought
11 pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over
12 Defendants’ violations of the California Labor Code because the amount in controversy exceeds
13 this Court's jurisdictional minimum.

14 **VENUE**

15 2. Venue is proper in this judicial district pursuant to California Code of Civil
16 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
17 occurred in Los Angeles County. Defendants own, maintain offices, transact business, have an
18 agent or agents within Los Angeles County, and/or otherwise are found within Los Angeles
19 County, and Defendants are within the jurisdiction of this Court for purposes of service of process.

20 **PARTIES**

21 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
22 Plaintiff was and currently is, a California resident. Within the statute of limitations periods
23 applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-
24 exempt employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices
25 complained of herein, lost money and/or property, and has been deprived of the rights guaranteed
26 to her by Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197,
27 1198, and 2698 *et seq.*; Business and Professions Code Section § 17200 *et seq.*, and Wage Order
28 5, which sets employment standards for the public housekeeping industry.

1 4. Plaintiff is informed and believes, and based thereon alleges, that during the time
2 period relevant to this action, Defendants did (and do) business by operating a retirement center
3 in Sun Valley, California, providing residential care and assisted living to the elderly.

4 5. Plaintiff is informed and believes, and based thereon alleges, that at all times
5 mentioned herein, Defendants were licensed to do business in California and were the employers
6 of Plaintiff and of the members of the Classes (as defined in Paragraph 15).

7 6. Plaintiff does not know the true names, capacities, relationships, and/or the extent
8 of participation of Defendants DOES 1 through 100, inclusive, in the conduct alleged in this
9 Complaint. For that reason, Defendants DOES 1 through 100, inclusive, are sued under such
10 fictitious names. Plaintiff prays for leave to amend this Complaint when their true names and
11 capacities are known. Plaintiff is informed and believes, and based thereon alleges, that each
12 fictitiously named Respondent is and was responsible in some way for the alleged wage-and-hour
13 violations and other wrongful conduct that subjected Plaintiff and the Classes, as defined below,
14 to the illegal employment practices, wrongs and injuries complained of herein. All references in
15 this Complaint to “Defendants” shall be deemed to include all DOE Defendants.

16 7. At all times herein mentioned, each of said Defendants participated in the doing
17 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
18 Defendants, and each of them, were the agents, servants, and employees of each and every one of
19 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
20 were acting within the course and scope of said agency and employment. Defendants, and each
21 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
22 omissions complained of herein.

23 8. At all times mentioned herein, Defendants, and each of them, were members of
24 and engaged in a joint venture, partnership, and common enterprise, and acted within the course
25 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
26 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the
27 Classes (as defined in Paragraph 15).

28 ///

GENERAL FACTUAL ALLEGATIONS

9. Defendants employ Plaintiff in the non-exempt job position of “cook” (or similarly titled position). Plaintiff was initially hired by Defendants in approximately September 2012 and worked for Defendants until approximately April 2022.

10. During Plaintiff’s employment with Defendants, Defendants utilized a timekeeping system which resulted in Plaintiff and other non-exempt employees not being compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise. Specifically, Defendants rounded Plaintiff’s timekeeping entries in an uneven manner to a quarter of an hour increment, so that, over a period of time, Plaintiff was deprived of all earned minimum and overtime wages. Upon information and belief, Defendants’ timekeeping system regularly, systematically, and impermissibly rounded the hours worked by Plaintiff and non-exempt employees in Defendants’ favor, resulting, over a period of time, in the failure to compensate Plaintiff and other non-exempt employees for all hours worked. As a result, Plaintiff and other non-exempt employees were not compensated for all required minimum and overtime wages.

11. During Plaintiff’s employment with Defendants, Plaintiff worked over 8.0 hours per workday and/or more than 40.0 hours per workweek, but did not receive overtime compensation equal to one and one-half times her regular rate of pay for working overtime hours. Specifically, Defendants paid Plaintiff and other non-exempt employees non-discretionary incentive pay, including but not limited to, payments denoted on their wage statements as “Bonus” and/or other forms of pay that are not excludable from an employee’s “regular rate” of pay (hereinafter the aforementioned forms of pay are collectively referred to as “Incentive Pay”). However, Defendants failed to properly calculate Plaintiff’s and other non-exempt employees’ regular rates of pay as a result of their receipt of Incentive Pay, thereby miscalculating and underpaying the overtime wages owed to them.

12. Defendants also failed to provide Plaintiff and other non-exempt employees with all legally compliant meal periods due to Defendants’ meal period policies/practices, which have resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and missed meal periods. Defendants also failed to provide Plaintiff or other non-exempt employees with

second meal periods on shifts over 10.0 hours. Furthermore, Plaintiff and other non-exempt employees' meal periods were often interrupted as Defendants scheduled various meetings during meal periods which Plaintiff and other non-exempt employees were required to attend. On those occasions when Plaintiff was not provided with all legally-required meal periods to which she was entitled, Defendants did not compensate Plaintiff with the required meal period premium for each workday in which she experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class period, Defendants maintained no payroll code for paying meal period premiums under Labor Code § 226.7.

13. Plaintiff was not authorized and permitted to take all legally compliant rest periods due to Defendants' rest period policies/practices, which fail to authorize and permit an off-duty rest period for every four hours worked, or major fraction thereof. Specifically, due to work demands imposed by Defendants, Plaintiff was regularly prevented from being relieved of all work duties during required rest periods. Moreover, Plaintiff was not authorized and permitted to take a third rest period on shifts in excess of 10.0 hours due to Defendants' rest period policies/practices, which fail to authorize and permit non-exempt employees to take a third rest period on occasions when they worked over 10.0 hours in a workday. On the occasions when Plaintiff was not provided with all legally-compliant rest periods to which she was entitled, Defendants failed to compensate Plaintiff with the required rest period premium for each workday in which she experienced a rest period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class period, Defendants maintained no payroll code or other mechanism for the payment of rest period premiums as required by Labor Code § 226.7 in the event a legally compliant rest period was not provided to their non-exempt employees.

14. As a result of Defendants' failure to compensate Plaintiff and other non-exempt employees for all minimum wages, overtime wages, and meal and rest period premium wages earned, Defendants maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements. Additionally, the wage statements that Defendants issued to Plaintiff

1 and other employees were facially unlawful pursuant to Labor Code § 226(a)(8), as they fail to
2 display the name and address of the legal entity that is the employer. As a further result of
3 Defendants' failure to compensate Plaintiff and other non-exempt employees for all minimum
4 wages, overtime wages, and all meal and rest period premium wages, Defendants failed to pay
5 Plaintiff and other non-exempt employees all wages owed at the time of their separation of
6 employment with Defendants.

7 **CLASS ACTION ALLEGATIONS**

8 15. Class Definitions: Plaintiff brings this Complaint on behalf of herself and the
9 following Classes pursuant to Section 382 of the Code of Civil Procedure:

- 10 a. The Minimum Wage Class consists of all of Defendants' current and former non-
11 exempt employees in California who were subject to Defendants' timekeeping
12 policies and/or practices, during the four years immediately preceding the filing of
13 the Complaint through the present.
- 14 b. The Overtime Class consists of all of Defendants' current and former non-exempt
15 employees in California who worked more than 8.0 hours per day and/or 40.0
16 hours per week and: (i) received Incentive Pay during a corresponding time period;
17 and/or (ii) were subject to Defendants' timekeeping policies and/or practices,
18 during the four years immediately preceding the filing of the Complaint through
19 the present.
- 20 c. The Meal Period Class consists of all of Defendants' current and former non-
21 exempt employees in California who worked at least one shift: (i) in excess of 5.0
22 hours without a meal period of at least 30 minutes commencing prior to the end of
23 the fifth hour of work, and who do not have a corresponding meal period premium
24 payment made for such shifts; and/or (ii) in excess of 10.0 hours without a second
25 meal period of at least 30 minutes in duration commencing prior to the conclusion
26 of the tenth hour of work, and who do not have a corresponding meal period
27 premium payment made for such shifts, during the four years immediately
28 preceding the filing of the Complaint through the present.

d. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 3.5 hours, during the four years immediately preceding the filing of the Complaint through the present.

e. The Wage Statement Class consists of all of Defendants' current and former non-exempt employees who have received a wage statement from Defendants, during the one year immediately preceding the filing of the Complaint through the present.

f. The Waiting Time Class consists of all members of the Minimum Wage Class, Overtime Class, Meal Period Class, and/or Rest Period Class who have separated their employment with Defendants during the three years immediately preceding the filing of the Complaint through the present.

16. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the classes and subclasses are unknown to Plaintiff, at this time; however, it is estimated that the Classes number is in excess of 100 individuals as to each class. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

17. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members including, without limitation, to:

i. Whether Defendants paid all minimum wages owed to members of the Minimum Wage Class for all hours worked pursuant to Labor Code sections 1182.12, 1194, 1194.2 and 1197;

ii. Whether Defendants violated the applicable Labor Code provisions, including, but not limited to, sections 510 and 1194 by requiring members of the Overtime Class to perform overtime work and not paying for said work in accordance with the overtime laws of the State of California;

- 1 iii. Whether Defendants’ timekeeping policies/practices resulted in the failure to
2 properly compensate members of the Overtime Class and Minimum Wage Class;
3 iv. Whether Defendants provided legally compliant meal periods to members of the
4 Meal Period Class pursuant to Labor Code sections 226.7 and 512;
5 v. Whether Defendants correctly paid meal period premium payments for non-
6 compliant meal periods pursuant to Labor Code section 226.7;
7 vi. Whether Defendants authorized and permitted legally compliant rest periods to
8 members of the Rest Period Class pursuant to Labor Code sections 226.7 and 516;
9 vii. Whether Defendants correctly paid rest period premium payments for non-
10 compliant rest periods pursuant to Labor Code section 226.7; and
11 viii. Whether Defendants furnished legally compliant wage statements to members of
12 the Wage Statement Class pursuant to Labor Code section 226; and
13 ix. Whether Defendants’ policies and/or practices for the timing and amount of
14 payment of final wages to Plaintiff and members of the Waiting Time Class at the
15 time of their separation of employment were lawful.

16 18. **Predominance of Common Questions:** Common questions of law and fact
17 predominate over questions that affect only individual members of the Classes. The common
18 questions of law and fact set forth above are numerous and substantial and stem from Defendants’
19 uniform policies and/or practices applicable to each individual class member including, but not
20 limited to, Defendants’ uniform timekeeping policies and/or practices, and meal and rest period
21 policies and/or practices. As such, the common questions predominate over individual questions
22 concerning each individual class member’s showing as to his or her eligibility for recovery or as
23 to the amount of his or her damages.

24 19. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
25 Plaintiff was employed by Defendants as a non-exempt employee in California during the statutes
26 of limitation applicable to each cause of action pled in this Complaint. As alleged herein, Plaintiff,
27 like the members of the Classes, was not properly paid minimum and overtime wages due to
28 Defendants’ timekeeping policies/practices, overtime wages due to a miscalculation of her regular

rate of pay, was not provided all required meal periods, was not authorized and permitted to take all required rest periods, did not receive meal and rest period premium wages for missed and/or non-compliant meal and rest periods, was not issued accurate itemized wage statements, and/or did not receive all final wages owed to them upon her separation of employment with Defendants.

20. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

21. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal

determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes are maintainable as classes under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

**MINIMUM WAGE VIOLATIONS
(AGAINST ALL DEFENDANTS)**

22. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

23. Wage Order 5, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon.

24. At all relevant times herein, Defendants failed to conform their pay practices to the requirements of the law by failing to pay Plaintiff and members of the Minimum Wage Class for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 5.

25. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

26. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiff and the Minimum Wage Class have sustained economic damages including, but

1 not limited to, unpaid wages and lost interest, in an amount to be established at trial, and are
2 entitled to recover economic and statutory damages and penalties and other appropriate relief as
3 a result of Defendants' violations of the California Labor Code and Wage Order 5.

4 27. The foregoing practices and policies are unlawful and create an entitlement to
5 recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid
6 amount of minimum wages owing, including interest thereon, liquidated damages, statutory and
7 civil penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204, 558,
8 1194, 1197, and 1198, Wage Order 5, and Code of Civil Procedure § 1021.5.

9 **SECOND CAUSE OF ACTION**

10 **FAILURE TO PAY ALL OVERTIME WAGES**

11 **(AGAINST ALL DEFENDANTS)**

12 28. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

13 29. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, and
14 1198, which provide that non-exempt employees are entitled to all overtime wages and
15 compensation for all overtime hours worked and provide a private right of action for the failure
16 to pay all overtime compensation for overtime work performed.

17 30. At all times relevant herein, Defendants were required to properly compensate
18 non-exempt employees, including Plaintiff and members of the Overtime Class, for all overtime
19 hours worked pursuant to California Labor Code § 1194 and Wage Order 5. Wage Order 5, § 3
20 requires an employer to pay an employee "one and one-half (1½) times the employee's regular
21 rate of pay" for work in excess of 8 hours per work day and/or in excess of 40 hours of work in
22 the workweek. Defendants caused Plaintiff to work overtime hours, but did not compensate
23 Plaintiff or members of the Overtime Class with one and one-half times their regular rate of pay
24 for such hours.

25 31. The foregoing policies and practices are unlawful and create an entitlement to
26 recovery by Plaintiff and members of the Overtime Class in a civil action for the unpaid amount
27 of overtime premiums owing, including interest thereon, statutory penalties, attorneys' fees, and
28 costs of suit according to California Labor Code §§ 204, 210, 216, 510, 1194, and 1198; and Code

of Civil Procedure § 1021.5.

THIRD CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

32. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

33. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in accordance with the mandates of the California Labor Code and Wage Order 5, § 11. Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members of the Meal Period Class at their respective regular rates of pay, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

34. As a result, Defendants are responsible for paying premium compensation for meal period violations pursuant to Labor Code §§ 226.7 and 512, and Wage Order 5, including interest thereon, statutory penalties, civil penalties, and costs of suit.

FOURTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

35. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

36. Wage Order 5, § 12 and Labor Code §§ 226.7 and 516 establish the right of employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof.

37. As alleged herein, Defendants failed to authorize and permit Plaintiff and members of the Rest Period Class to take all required rest periods.

38. The foregoing violations create an entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor Code §§ 226.7, 516, and Civil Code §§ 3287(b) and 3289.

1 **FIFTH CAUSE OF ACTION**

2 **WAGE STATEMENT VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

4 39. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
7 and members of the Wage Statement Class with accurate and complete, itemized wage statements
8 that included, among other requirements, all hours worked, total gross wages earned, all rates of
9 pay and corresponding number of hours worked, total net wages earned, and the correct name of
10 the legal entity that is the employer in violation of Labor Code § 226 *et seq.*

11 41. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
12 with accurate and complete, itemized wage statements resulted in actual injury, as said failures
13 led to, among other things, the non-payment of minimum and overtime wages and meal and rest
14 period premium wages owed, and deprived them of the information necessary to identify the
15 discrepancies in Defendants' reported data.

16 42. Defendants' failures create an entitlement to recovery by Plaintiff and members of
17 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
18 Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and
19 costs of suit according to California Labor Code § 226 *et seq.*

20 **SIXTH CAUSE OF ACTION**

21 **UNFAIR COMPETITION**

22 **(AGAINST ALL DEFENDANTS)**

23 43. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

24 44. Defendants have engaged and continue to engage in unfair and/or unlawful
25 business practices in California in violation of Business & Professions Code § 17200 *et seq.*, by:
26 (a) failing to pay Plaintiff and members of the Minimum Wage Class all minimum wages; (b)
27 failing to pay Plaintiff and members of the Overtime Class all overtime wages; (c) failing to
28 provide Plaintiff and members of the Meal Period Class with all meal periods to which they are

entitled, and/or failing to pay them meal period premium payments; (d) failing to authorize and permit all required duty-free rest periods to Plaintiff and members of the Rest Period Class, and/or failing to pay them rest period premiums payments; (e) knowingly failing to furnish Plaintiff and the Wage Statement Class with all accurate and complete, itemized wage statements in violation of Labor Code § 226; and/or (f) failing to timely pay all wages owed upon separation to Plaintiff and members of the Waiting Time Class.

45. Defendants' utilization of these unfair and/or unlawful business practices deprived Plaintiff and continues to deprive members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

46. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff for herself and on behalf of the members of the Classes, seeks full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

47. The acts complained of herein occurred within the last four years immediately preceding the filing of the Plaintiff's Complaint.

48. Plaintiff was compelled to retain the services of counsel to file this Complaint to protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which she is entitled to recover under Code of Civil Procedure § 1021.5.

SEVENTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

49. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

50. Defendants have committed several Labor Code violations against Plaintiff, members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee"

1 within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of herself and other aggrieved
2 employees, brings this representative action against Defendants to recover the civil penalties due
3 to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California
4 according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited
5 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each
6 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each
7 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each
8 initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
9 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
10 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
11 initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
12 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each
13 subsequent violation per employee per pay period for those violations of the Labor Code for
14 which no civil penalty is specifically provided, based on the following Labor Code violations:

- 15 a. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum
16 Wage Class, and other aggrieved employees in violation of Labor Code §§
17 1182.12, 1194, 1194.2, and 1197;
- 18 b. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all
19 earned overtime compensation in violation of Labor Code §§ 204, 510, 1194, and
20 1198;
- 21 c. Failing to provide all legally required meal periods, and failure to pay meal period
22 premium wages, to Plaintiff, the Meal Period Class, and other aggrieved
23 employees at the regular rate of compensation in violation of Labor Code §§ 226.7,
24 512, 558, and 1198;
- 25 d. Failing to authorize and permit all legally required rest periods, and failure to pay
26 rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved
27 employees at the regular rate of compensation in violation of Labor Code §§ 226.7,
28 516, 558, and 1198;
- e. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved

employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;

f. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204;

g. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code § 1174; and

h. Failing to timely pay all final wages and compensation earned by Plaintiff, the Waiting Time Class, and other aggrieved employees at the time of separation in violation of Labor Code §§ 201- 203.

51. On August 9, 2021, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in Paragraph 50 (a)-(g). Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

52. Based on the foregoing, Plaintiff seeks to represent herself and all Aggrieved Employees, as defined by Labor Code § 2699(c).

53. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which she is entitled to receive under California Labor Code § 2699(g).

EIGHTH CAUSE OF ACTION

WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS)

54. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

55. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of separation of employment in the event the employer discharges the employee or the employee provides at least 72 hours of notice of their intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

56. Plaintiff is informed and believe, and based thereon alleges, that Defendants failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at their separation from employment, including minimum and overtime wages, and meal and rest period premium wages.

57. Further, Plaintiff is informed and believe, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203.

58. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting Time Class their earned wages upon separation from employment results in a continued payment of wages up to thirty days from the time the wages were due.

59. Therefore, Plaintiff and members of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

PRAYER

WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and

1 1197;

2 5. Upon the Second Cause of Action, for compensatory, consequential, general and
3 special damages according to proof pursuant to Labor Code §§ 204, 510, 1194, and 1198;

4 6. Upon the Third Cause of Action, for compensatory, consequential, general and
5 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;

6 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
7 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;

8 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
9 226 *et. seq.*;

10 9. Upon the Sixth Cause of Action, for restitution to Plaintiff and members of the
11 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
12 practices declared by this Court to be in violation of Bus. & Prof. Code § 17200, *et seq.*;

13 10. Upon the Seventh Cause of Action, for civil penalties due to Plaintiff, other
14 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
15 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
16 each failure to pay each employee and \$200 for each subsequent violation or willful or intentional
17 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
18 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
19 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
20 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
21 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
22 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
23 each initial violation and \$200 for each subsequent violation per employee per pay period for
24 those violations of the Labor Code for which no civil penalty is specifically provided, based on
25 the Labor Code violations identified in Paragraph 50 (a)-(g);

26 11. Upon the Eighth Cause of Action, for statutory waiting time penalties pursuant to
27 Labor Code §§ 201- 203;

28 12. Prejudgment interest on all due and unpaid wages pursuant to California Labor

Code § 218.6 and Civil Code §§ 3287 and 3289;

13. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 226, 1194, and 2699(g); and Code of Civil Procedure § 1021.5; and

14. For such other and further relief, the Court may deem just and proper.

Dated: September 15, 2023

Respectfully submitted,
HAINES LAW GROUP, APC

By:



Paul K. Haines
Attorneys for Plaintiff

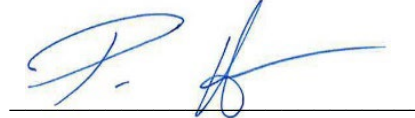
DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: September 15, 2023

Respectfully submitted,
HAINES LAW GROUP, APC

By:



Paul K. Haines
Attorneys for Plaintiff