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individually and on behalf of similarly situated employees

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SHASTA**

JENIFER FISHER, individually and on behalf
of all other similarly situated employees,

Plaintiff,

vs.

SHASCADE COMMUNITY SERVICES,
INC., a California Corporation; and DOES 1 to
100, inclusive,

Defendants.

Case No. CVCV21-0198378

*Assigned for All Purposes to Hon. Tamara L.
Wood, Department 8*

**EXHIBIT LIST AND EXHIBITS IN
SUPPORT OF PLAINTIFF'S MOTION TO
APPROVE PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT; DISMISS
CLASS CLAIMS WITHOUT PREJUDICE,
PAGA CLAIMS AND INDIVIDUAL CLAIM
WITH PREJUDICE**

Date: August 28, 2023

Time: 8:30 a.m.

Dept.: 8

Judge: Hon. Tamara L. Wood

Filed: October 15, 2021

FAC Filed: January 20, 2022

SAC Filed: July 21, 2022

Trial Date: None Set

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
A	Proposed Private Attorneys General Act Settlement
B	Plaintiff's Operative Complaint
C	Plaintiff's Letters to the Labor and Workforce Development Agency
D	ILYM Group, Inc. Quote
E	Proposed Notice of Settlement
F	Proof of Submission of Proposed Settlement Agreement to LWDA
G	Plaintiff's Itemized Costs

Dated: August 1, 2023

Shimoda & Rodriguez Law, PC

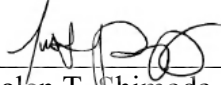
By: 
 Galen T. Shimoda
 Justin P. Rodriguez
 Renald Konini
 Attorneys for Plaintiff

EXHIBIT A

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Attorneys for SHASCADE COMMUNITY SERVICES, INC.

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SHASTA

JENIFER FISHER, individually and on behalf
of all other similarly situated employees,

Plaintiff,

vs.

SHASCADE COMMUNITY SERVICES,
INC., a California Corporation; and DOES 1 to
100, inclusive,

Defendant.

Case No.: CVCV21-0198378

**PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT**

Filed: October 15, 2021

FAC Filed: January 20, 2022

SAC Filed: July 21, 2022

Trial Date: None Set

1 This Private Attorneys General Act Settlement is made and entered into between the Plaintiff
2 Jenifer Fisher (“Plaintiff”), on behalf of herself, the Labor and Workforce Development Agency, and
3 Aggrieved Employees, and Defendant Shascade Community Services, Inc., (“Defendant”). This
4 Agreement is subject to the terms and conditions set forth below and approval of the Court.

5 **1. DEFINITIONS**

6 The following terms, when used in this Agreement, have the following meanings:

7 1.1 “Action” means the above stated lawsuit, *Fisher v. Shascade Community Services, Inc.*,
8 Shasta County Superior Court, Case No. CVCV21-0198378, filed October 15, 2021.

9 1.2 “Aggrieved Employee(s)” means All individuals who have, or continue to, perform work
10 for Defendants in California as non-exempt employees in the position of Job Coach from October 15,
11 2020, up to either (1) the Final Approval Date, or (2) 60 days after this Agreement is fully executed,
12 whichever is earlier. The estimated number of Aggrieved Employees is 38.

13 1.3 “Agreement” or “Settlement” or “Settlement Agreement” means this Private Attorneys
14 General Act Settlement.

15 1.4 “Complaint” means the operative Complaint on file in the Action with the Court.

16 1.5 “Court” means the Shasta County Superior Court.

17 1.6 “Defendant” means Shascade Community Services, Inc.

18 1.7 “Defendant's Counsel” means Sims, Lawrence & Broghammer.

19 1.8 “Effective Date” means the Final Approval Date unless there is a timely objection lodged
20 that has not later been withdrawn, in which case the Effective Date will be either (a) the 60th calendar day
21 after a signed order approving this settlement has been filed provided no appellate proceeding having been
22 filed; or (b) seventh (7th) calendar day after any appellate proceeding opposing the settlement has been
23 finally dismissed with no material change to the terms of this settlement and there is no right to pursue
24 further remedies or relief, whichever is later.

25 1.9 “Final Approval Date” means the date the Court enters a signed order granting approval of
26 the Agreement.

27 1.10 “Gross Settlement Amount” is the sum of Forty-Five Thousand (\$45,000).
28

1 1.11 "Individual Settlement Amount" means an individual Aggrieved Employees' allocation of
2 the Net Settlement Amount, as defined in Section 1.13 and 5.7.

3 1.12 "LWDA" means the California Labor and Workforce Development Agency.

4 1.13 "Net Settlement Amount" is the portion of the Gross Settlement Amount available for
5 distribution between Aggrieved Employees and the LWDA pursuant to Labor Code section 2699(i), after
6 deduction of Plaintiff's attorneys' fees and litigation costs, and Settlement Administrator Costs.

7 1.14 "Notice of Settlement" means the document substantially in the form attached hereto as
8 Exhibit 1.

9 1.15 "PAGA" means Private Attorneys General Act.

10 1.16 "PAGA Claim Period" means October 15, 2020, up to either (1) to the Final Approval Date
11 or (2) 60 days after this Agreement is fully executed, whichever is earlier.

12 1.17 "PAGA Payment" means the 75% share of the Net Settlement Amount paid to the LWDA
13 pursuant to Labor Code section 2699(i).

14 1.18 "Parties" mean Defendant and Plaintiff.

15 1.19 "Plaintiff" means Jenifer Fisher.

16 1.20 "Plaintiff's Counsel" means Galen T. Shimoda, Justin P. Rodriguez and Renald Konini of
17 Shimoda & Rodriguez Law, PC.

18 1.21 "QSF" means a Qualified Settlement Fund set up by the Settlement Administrator for the
19 benefit of the Aggrieved Employees and from which the payments under this Agreement shall be made.
20 Any amounts Defendant has agreed to pay under this Agreement shall remain the property of Defendant
21 until the payments required under the Agreement are made.

22 1.22 "Qualifying Pay Periods" are pay periods worked by Aggrieved Employees during the
23 PAGA Claim Period in California. The calculation of an Aggrieved Employees' pay periods and a
24 determination as to whether an Aggrieved Employee was actively employed in California in a particular
25 pay period shall be construed from Defendant's records.

26 1.23 "Released PAGA Claims" means any and all claims for civil penalties that were brought
27 under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*, that were asserted in Plaintiff's
28 PAGA notice letters to the LWDA and the Complaint and/or any additional claims for civil penalties under

1 the PAGA that reasonably could have been asserted based on the facts alleged therein during the PAGA
2 Claim Period. Aggrieved Employees cannot opt out of this waiver of claims.

3 1.24 “Released Parties” means Defendant, and its former, present and future owners, parents,
4 and subsidiaries, and all of their current, former, and future officers, directors, members, managers,
5 employees, consultants, partners, shareholders, joint venturers, agents, successors, assigns, accountants,
6 insurers, or legal representatives.

7 1.25 “Settlement Administrator” means and refers to ILYM Group, Inc., the third-party entity
8 that will administer the Agreement as outlined in Section 7, or any other third-party administrator agreed
9 to by the Parties and approved by the Court for the purposes of administering this Agreement. The Parties
10 each represent that they do not have any financial interest in the Settlement Administrator.

11 1.26 “Settlement Administrator Costs” means the fees and expenses reasonably incurred by the
12 Settlement Administrator as a result of the procedures and processes expressly required by this Agreement,
13 and shall include all costs of administering the Agreement, including, but not limited to, all tax document
14 preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and
15 fees associated with preparing, issuing and mailing any and all notices and other correspondence to
16 Aggrieved Employees; all costs and fees associated with communicating with Aggrieved Employees,
17 Plaintiff's Counsel, and Defendant's Counsel; all costs and fees associated with computing, processing,
18 reviewing, and paying the Individual Settlement Amounts, and resolving disputes; all costs and fees
19 associated with calculating tax withholdings and payroll taxes, if any, making related payment to federal
20 and state tax authorities, if any, and issuing tax forms relating to payments made under the Agreement; all
21 costs and fees associated with preparing any tax returns and any other filings required by any governmental
22 taxing authority or agency; all costs and fees associated with preparing any other notices, reports, or filings
23 to be prepared in the course of administering Individual Settlement Amounts; and any other costs and fees
24 incurred and/or charged by the Settlement Administrator in connection with the execution of its duties
25 under this Agreement.

26 **2. DESCRIPTION OF THE LITIGATION**

27 2.1 On or about September 9, 2021, and January 19, 2022, Plaintiff sent a notice and an
28 amended notice to the LWDA to exhaust administrative remedies under the PAGA for (1) Failure to Pay

1 Minimum Wages, (2) Failure to Pay Overtime Wages, (3) Failure to Provide Meal Periods or Pay
2 Premiums in Lieu Thereof, (4) Failure to Provide Rest Periods or Pay Premium in Lieu Thereof, (5) Failure
3 to Provide Accurate Wage Statements, (6) Failure to Pay Final Wages, (7) Failure to Pay Reimbursements
4 for Expenses, (8) Failure to Maintain Accurate Records, and (9) Failure to Provide Paid Sick Leave. The
5 LWDA did not respond to the notices within the statutorily required time frame and, as such, Plaintiff
6 became authorized to act as a Private Attorneys General on all alleged PAGA claims.

7 2.2 Plaintiff filed a class action Complaint on October 15, 2021. After exhausting
8 administrative remedies, Plaintiff amended the Complaint on January 20, 2022, in Shasta County Superior
9 Court on behalf of herself and Aggrieved Employees for claims alleged in the September 9, 2021, notice
10 to the LWDA. Plaintiff filed an amended notice on January 19, 2022, with the LWDA. Plaintiff filed a
11 Second Amended Complaint on or about July 21, 2022, for claims alleged in the January 19, 2022, notice
12 to the LWDA.

13 2.3 Through formal and informal discovery, Defendant and Defendant's Counsel provided
14 Plaintiff's Counsel with copies of all applicable versions of its policies and procedures, employee
15 handbooks, information on the number of Aggrieved Employees, including, but not limited to, Aggrieved
16 Employees' workweeks, dates of employment, total number of Aggrieved Employees, their rates of pay,
17 and pay periods as well as timecard data and payroll reports for a randomly selected sample of Aggrieved
18 Employees.

19 2.4 After Plaintiff's Counsel received the data, the Parties engaged in informal settlement
20 negotiations, but were not able to come to a resolution. On April 11, 2023, the Parties participated in a
21 lengthy mediation with private mediator Kimberly S. Deck. At the conclusion of the mediation, the Parties
22 were able to come to a resolution. At all times, the Parties' settlement negotiations have been non-
23 collusive, adversarial, and at arm's length.

24 2.5 Discussions between Plaintiff and Plaintiff's Counsel, between counsel for the Parties, the
25 mediator, document productions, extensive legal analysis, the provision of information by Defendant to
26 Plaintiff and the detailed analysis of the sampled records have permitted each side to assess the relative
27 merits of the PAGA claims and the defenses to those claims.

2.6 In the Action, Plaintiff contends that Defendant violated California law by (1) Failing to Pay Minimum Wages, (2) Failing to Pay Overtime Wages, (3) Failing to Provide Meal Periods or Pay Premiums in Lieu Thereof, (4) Failing to Provide Rest Periods or Pay Premium in Lieu Thereof, (5) Failing to Provide Accurate Wage Statements, (6) Failing to Pay Final Wages, (7) Failing to Pay Reimbursements for Expenses, (8) Failing to Maintain Accurate Records, and (9) Failing to Provide Paid Sick Leave. Defendant has denied each of Plaintiff's claims. The agreed upon Gross Settlement Amount was reached after evaluating the Parties' theories of potential exposure for the PAGA claims. The Parties, with the assistance of the mediator, also assessed appropriate discounts to the potential liability based on Defendant's factual and legal contentions and defenses.

2.7 The Parties agree that the above-described investigation and evaluation, as well as discovery and the information exchanged to date, are more than sufficient to assess the merits of the respective Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiff, Plaintiff's Counsel, Defendant, and Defendant's Counsel have concluded that it is desirable that the PAGA claims asserted in the Action be settled in a manner and upon such terms and conditions set forth herein in order to avoid further expense, inconvenience and distraction of further legal proceedings, and the risk of an adverse outcome each of the Parties potentially face. Plaintiff, Plaintiff's Counsel, Defendant, and Defendant's Counsel are of the opinion that the Agreement for the consideration and terms set forth herein is fair, reasonable, and adequate in light of all known facts and circumstances.

3. THE CONDITIONAL NATURE OF THIS AGREEMENT

3.1 This Agreement and all associated exhibits or attachments are made for the sole purpose of settling the PAGA claims asserted in the Action. This Agreement and the settlement it evidences are made in compromise of disputed claims. The Parties enter into this Agreement and associated settlement on a conditional basis in order for the Court to evaluate and approve the settlement. If the Effective Date does not occur, or if the Court's approval of the settlement is reversed or materially modified on appellate review, this Agreement shall be deemed null and void; it shall be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and the negotiation, terms and entry of the Agreement shall remain subject to the provisions of California Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable.

3.2 Defendant has denied all claims as to liability, damages, penalties, interest, fees, injunctive relief and all other forms of relief asserted in the Action. Defendant has agreed to resolve the asserted PAGA claims in the Action via this Agreement, but, to the extent this Agreement is deemed void or the Effective Date does not occur, Defendant does not waive, and are expressly reserving, all rights to challenge all such claims and allegations in the Action upon all procedural and factual grounds, including, without limitation, the ability to challenge representative or collective treatment on any grounds, as well as to assert any and all other potential defenses or privileges.

4. SCOPE OF THE AGGRIEVED EMPLOYEES

4.1 The scope of individuals encompassed under the Agreement, who are entitled to all benefits as authorized under the Agreement and subject to all obligations and duties required under the Agreement, shall include all Aggrieved Employees as defined in Section 1.2.

4.2 Aggrieved Employees entitled to recover under this Agreement will include only those individuals who are identified in Defendant's records as having worked as an Aggrieved Employee.

5. TERMS OF THE SETTLEMENT

The Parties agree as follows:

5.1 Gross Settlement Amount: In consideration and exchange for the releases described in Section 6, Defendant shall pay the Gross Settlement Amount (\$45,000). Funding of the Gross Settlement Amount shall occur within twenty-eight (28) calendar days after the Effective Date to be held in trust in a QSF by the Settlement Administrator. The Gross Settlement Amount represents the maximum amount payable under this Agreement by Defendant, and includes without limitation, the PAGA Payment, all payments to the Aggrieved Employees, all attorneys' fees, costs and litigation expenses directly related to the Action incurred to date, as well as all such fees and costs incurred in documenting the Agreement, administering the Agreement (including Settlement Administrator Costs), and obtaining approval of the Agreement.

5.2 Attorneys' Fees and Costs: Plaintiff's Counsel will apply to the Court for attorney's fees of 35% of the Gross Settlement Amount, which shall be paid from the Gross Settlement Amount. Defendant has agreed to not oppose Plaintiff's Counsel's application for attorneys' fees so long as it does not exceed the 35% threshold. Plaintiff's Counsel will also be entitled to reimbursement for advanced

litigation expenses not to exceed \$16,000, which shall be paid from the Gross Settlement Amount. Defendant has agreed to not oppose Plaintiff's Counsel's request for reimbursement for advanced litigation expenses so long as they do not exceed the \$16,000 threshold. The Settlement Administrator will issue Class Counsel an IRS Form 1099 for the attorneys' fees and costs paid under this Agreement. In the event that the Court awards less than the requested attorney's fees and/or costs, the portion of the requested amounts not awarded to Plaintiff's Counsel shall be added to the Net Settlement Amount as defined in section 1.13.

5.3 Settlement Administrator Costs: The Settlement Administrator Costs shall be paid from the Gross Settlement Amount and shall not exceed \$4,000. The difference between any actual costs and the allocated \$5,000 shall be added to the Net Settlement Amount as defined in section 1.13.

5.4 Treatment of Residue and Cy Pres: For any portion of the Net Settlement Amount allocated to Aggrieved Employees that was not claimed by Aggrieved Employees by cashing their respective settlement checks before the deadline to do so, that remaining amount shall be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for Workers' Rights under the doctrine of *cy pres*. No portion of the Gross Settlement Amount will revert to Defendant for any reason.

5.5 No Additional Benefits Contributions: All Individual Settlement Amounts paid to Aggrieved Employees shall be deemed to be income solely in the year in which such amounts were actually received by Aggrieved Employees. It is expressly understood and agreed that the receipt of such Individual Settlement Amounts will not entitle any Aggrieved Employee to any new or additional compensation or benefits under any company bonus or other compensation or benefit plan or agreement in place during the period covered by the Agreement, nor will it entitle any Aggrieved Employee to any increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It is the intent of this Agreement that the Individual Settlement Amounts provided for in this Agreement are the sole payments to be made by Defendant to the Aggrieved Employees in connection with this Agreement (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Agreement).

1 5.6 Tax Allocation: The Parties recognize that the Individual Settlement Amounts to be paid
2 to Aggrieved Employees reflect settlement of a dispute over claimed penalties. The characterization of
3 Individual Settlement Amounts to Aggrieved Employees are as follows:

4 5.6.1 One Hundred percent (100%) of each Aggrieved Employees' Individual Settlement
5 Amount shall be allocated for payment of disputed civil penalties. This portion of the Individual
6 Settlement Amount consists of other income, not wages, for which the Aggrieved Employees shall receive
7 an IRS form 1099-MISC.

8 5.6.2 Aggrieved Employees shall be solely responsible for the reporting and payment of
9 their share of any federal, state and/or municipal income or other taxes on payments made pursuant to this
10 Agreement. No party has made any representation to any of the other Parties as to the taxability of any
11 payments pursuant to this Agreement, including the payments to Aggrieved Employees, the payments to
12 Plaintiff's Counsel, or otherwise as to tax implications of any provision of this Agreement.

13 5.7 Pro Rata Distribution Formula: After Court approved attorneys' fees and costs, and
14 Settlement Administrator Costs are determined and a Net Settlement Amount has been established, that
15 Net Settlement Amount shall be divided between the PAGA Payment and payment to Aggrieved
16 Employees. The PAGA Payment to the LWDA will be 75% of the Net Settlement Amount. 25% of the
17 Net Settlement Amount will be paid to Aggrieved Employees. Each individual Aggrieved Employees'
18 Individual Settlement Amount shall be determined by taking the Qualifying Pay Periods for the individual
19 Aggrieved Employee and dividing that by the Qualifying Pay Periods for all Aggrieved Employees and
20 multiplying that fraction by the 25% share of the Net Settlement Amount. Payment to Aggrieved
21 Employees of their Individual Settlement Amount will not require the submission of any claim form.

22 5.8 No Additional Contribution by Defendant: Defendant's monetary obligation under this
23 Agreement is limited to the Gross Settlement Amount as described above. All other costs and expenses
24 arising out of or in connection with the performance of this Agreement shall be paid from the Gross
25 Settlement Amount, unless expressly provided otherwise herein. However, in the event this agreement is
26 deemed null and void as described in Section 3, then Defendant and Plaintiff shall be equally responsible
27 for the Settlement Administrator Costs incurred between the date the Agreement was executed and the
28 date of such event.

1 **6. RELEASE**

2 6.1 Upon the Effective Date, Plaintiff and each Aggrieved Employee shall be deemed to fully,
3 finally, and forever release the Released Parties from all Released PAGA Claims. The Released PAGA
4 Claims include, but are not limited to, claims under the PAGA based on Plaintiff's allegations that
5 Defendant: (1) Failed to Pay Minimum Wages, (2) Failed to Pay Overtime Wages, (3) Failed to Provide
6 Meal Periods or Pay Premiums in Lieu Thereof, (4) Failed to Provide Rest Periods or Pay Premium in
7 Lieu Thereof, (5) Failed to Provide Accurate Wage Statements, (6) Failed to Pay Final Wages, (7) Failed
8 to Pay Reimbursements for Expenses, (8) Failed to Maintain Accurate Records, and (9) Failed to Provide
9 Paid Sick Leave.

10 6.2 Upon the Effective Date, Plaintiff's Counsel releases on behalf of their present and former
11 attorneys, employees, agents, successors and assigns the Released Parties from all claims for attorneys
12 fees and cost incurred in connection with the Action except as may otherwise be authorized under this
13 Agreement.

14 **7. SETTLEMENT ADMINISTRATION**

15 7.1 Duties of Settlement Administrator: The Settlement Administrator shall be responsible
16 for: 1) receiving and reviewing for accuracy Aggrieved Employee contact information; 2) calculating
17 estimated Individual Settlement Amounts and any and all taxes associated with the Individual Settlement
18 Amount, including employer taxes, if any; 3) taking appropriate steps to trace and locate any individual
19 Aggrieved Employees whose address or contact information as provided to the Settlement Administrator
20 is inaccurate or outdated and mailing the Notice of Settlement to Aggrieved Employees; 4) providing
21 notification to the appropriate state officials of this Agreement as required; 5) maintaining the Gross
22 Settlement Amount in a QSF; 6) determining and paying the final amounts due to be paid under the
23 Agreement after resolution of awarded attorneys' fees and costs and Settlement Administrator Costs; 7)
24 paying any residual funds from uncashed checks to the *cy pres* beneficiaries; 8) reporting to Plaintiff's
25 Counsel and Defendant's Counsel regarding the statistics of the administration, including (a) the number
26 of initial Notice of Settlements mailed; (b) the number of forwarded Notice of Settlements; (c) the number
27 of re-mailed Notice of Settlements; (d) the number of total undeliverable Notice of Settlements; (e) the
28 number of address traces performed for undeliverable Notice of Settlements; (g) the number of Notice of

1 Settlements undeliverable from traced addresses; 9) providing a declaration to the Court regarding the
2 final statistics of the administration and compliance with all payment obligations under the Agreement;
3 10) completing all necessary tax reporting on the QSF and payment of the Individual Settlement Amounts
4 to Aggrieved Employees; and 11) carrying out other related tasks as necessary to effectuate the terms of
5 this Agreement and any Order of the Court. All disputes relating to the Settlement Administrator's ability
6 and need to perform its duties shall be referred to the Court, if necessary, which will have continuing
7 jurisdiction over the terms and conditions of this Agreement, until all payments and obligations
8 contemplated by the Agreement have been fully executed.

9 7.2 Aggrieved Employee Data: Within seven (7) calendar days after the Effective Date,
10 Defendant shall provide the Settlement Administrator with the name, last known mailing address, last
11 known telephone number, Social Security Number, and Qualifying Pay Periods of each Aggrieved
12 Employee. The Settlement Administrator shall review the data to determine the number of Qualifying
13 Pay Periods for each Aggrieved Employee. Defendant shall not provide any information for pay periods
14 during which an Aggrieved Employee may have worked as an exempt employee, worked outside
15 California, or worked outside the PAGA Claim Period. The Settlement Administrator shall maintain all
16 information received from Defendant confidential to itself, and Defendant's Counsel. However, all
17 counsel, including Plaintiff's Counsel, shall be able to review the breakdown of Qualified Pay Periods and
18 estimated Individual Settlement Amounts for Aggrieved Employees prior to mailing for quality assurance.

19 7.3 Determination of Payments to Aggrieved Employees, Plaintiff's Counsel, and the LWDA:
20 Within seven (7) calendar days after Defendant has provided the Settlement Administrator with
21 information regarding Aggrieved Employees, the Settlement Administrator shall calculate the final Net
22 Settlement Amount, PAGA Payment, and the final Individual Settlement Amounts for Aggrieved
23 Employees, and report the results of these calculations to Plaintiff's Counsel and Defendant's Counsel.

24 7.4 Settlement Administrator Payments to Aggrieved Employees, Plaintiff's Counsel, and the
25 LWDA: Defendant shall wire the Gross Settlement Amount as described in Section 5.1 to the Settlement
26 Administrator within fourteen (14) calendar days after receiving the funding calculation and report from
27 the Settlement Administrator to be to be held in trust in a QSF. Within seven (7) calendar days after the
28 Settlement Administrator receives the Gross Settlement Amount, the Settlement Administrator shall

1 deliver payment of Plaintiff's Counsels' attorney's fees and costs, the PAGA Payment payable to the
2 LWDA, Settlement Administrator Costs, and payment for Individual Settlement Amounts to Aggrieved
3 Employees as required under this Agreement and approved by the Court. Plaintiff's Counsel shall provide
4 the Settlement Administrator with the pertinent taxpayer identification number and payment instructions
5 for the attorney's fees and costs after the Effective Date and before payment.

6 7.5 Notice to Aggrieved Employees: Defendant represent and warrant that Aggrieved
7 Employees are able to read and write in English such that no translation of the Notice of Settlement into
8 another language is necessary. The Settlement Administrator will provide a Notice of Settlement,
9 substantially in the form attached as Exhibit 1, to each Aggrieved Employee concurrently with providing
10 payment for Individual Settlement Amounts as described in Sections 5.7 and 7.4. The Notice of
11 Settlement will inform Aggrieved Employees of a summary of the terms and conditions of the Agreement.
12 The Notice of Settlement will also inform Aggrieved Employees of the Gross Settlement Amount, Net
13 Settlement Amount, attorneys' fees and costs allocations, Settlement Administrator Cost allocations,
14 PAGA Payment allocations, the scope of individuals covered by this Agreement, and the nature and extent
15 of the Released PAGA Claims.

16 7.6 Aggrieved Employee Mailing: Within seven (7) calendar days after the Settlement
17 Administrator receives the Gross Settlement Amount, the Settlement Administrator will perform a
18 national change of address ("NCOA") search, update the addresses per the results of the NCOA search
19 and will mail the respective Individual Settlement Amount, as determined in Sections 5.7 and 7.4, and
20 Notice of Settlement, to each Aggrieved Employee by first-class mail, postage prepaid.

21 7.7 Returned and/or Re-mailed Notice Packets: In the event that a Notice of Settlement and
22 Individual Settlement Amount payment is returned to the Settlement Administrator as undeliverable, the
23 Notice of Settlement and Individual Settlement Amount payment shall be sent to the forwarding address
24 affixed thereto within seven (7) calendar days. If no forwarding address is provided, then the Settlement
25 Administrator shall promptly attempt to determine a correct address using a single skip-trace, computer
26 or other search using the name, address and/or Social Security number of the individual involved, and
27 shall then perform a single re-mailing within seven (7) calendar days. Following each search that does
28 not result in a corrected address, for those Aggrieved Employees who appear to be current employees of

Defendant at the time of the Effective Date, the Settlement Administrator shall contact Defendant's Counsel for assistance and Defendant shall cooperate in good faith with the Settlement Administrator's reasonable efforts to obtain valid mailing addresses for Aggrieved Employees to the extent they were active employees of Defendant at the time of the Effective Date. In the event the procedures in this paragraph are followed and the intended recipient of a Notice of Settlement and Individual Settlement Amount payment still does not receive the Notice of Settlement and/or Individual Settlement Amount payment, the Aggrieved Employee shall still be bound by all terms of the Agreement, including the releases contained in Sections 1.23 and 6.1, and any final judgment entered by the Court.

7.8 Due Process Acknowledgement: Compliance with the procedures set forth in Sections 7.2 to 7.7 shall constitute due and sufficient notice to Aggrieved Employees of the Action and the Agreement and shall satisfy Aggrieved Employees' due process rights. Nothing else shall be required of the Parties, Plaintiff's Counsel, or Defendant's Counsel to provide notice of the Agreement except as expressly required by the Court.

7.9 Settlement Check Expiration and Cy Pres: The Settlement Administrator shall issue Individual Settlement Amounts to Aggrieved Employees in the form of a check, which shall become null and void if not deposited within two hundred seventy (270) calendar days of issuance. After two hundred seventy (270) calendar days of issuance, the checks shall be voided and funds from all undeposited checks shall be transmitted to the *cy pres* beneficiaries identified in Section 5.4. The Settlement Administrator shall deliver the *cy pres* funds within fourteen (14) calendar days after the check cashing deadline.

7.10 Settlement Administrator Declaration Regarding Settlement Administration: Within twenty-one (21) calendar days after the last day for Aggrieved Employees to cash their settlement checks, the Settlement Administrator shall provide Plaintiff's Counsel and Defendant's Counsel with a signed declaration under penalty of perjury providing a complete and detailed report regarding the settlement administration and that all the obligations of the Settlement Administrator have been completed.

8. SETTLEMENT ADMINISTRATION SCHEDULE

8.1 The schedule may be modified depending on whether and when the Court grants necessary approvals, orders notice to Aggrieved Employees, and sets further hearings, if any. The schedule may also be modified to correct clerical errors and to reflect the provisions in the Agreement as described

above. In the event of such modification, the Parties shall cooperate to complete the settlement procedures as expeditiously as reasonably practicable. The schedule for notice and payment procedures carrying out the Agreement is as follows.

Last day for Defendant to provide Settlement Administrator with Aggrieved Employee information	Within 7 calendar days after the Effective Date
Last day for Settlement Administrator to calculate and report to the Parties the Net Settlement Amount, PAGA Payment, and Individual Settlement Amounts for Aggrieved Employees	Within 7 calendar days after receiving Aggrieved Employee information
Last day for Defendant to fund Gross Settlement Amount	Within 14 calendar days after the Settlement Administrator calculates and reports to the Parties the Net Settlement Amount, PAGA Payment, and Individual Settlement Amounts for Aggrieved Employees
Last day for Settlement Administrator to complete NCOA search, update Aggrieved Employee mailing information, and complete mailing	Within 7 calendar days after Defendant has funded the settlement
Last day for Settlement Administrator to deliver payment of Plaintiff's Counsel's attorney's fees and costs, PAGA Payment, Settlement Administrator Costs, and payment to Aggrieved Employees	Within 7 calendar days after Defendant has funded the settlement
Last day for Aggrieved Employees to cash settlement checks	270 calendar days after issuance of checks to Aggrieved Employees
Last day for Settlement Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after settlement check cashing deadline
Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

1 **9. MISCELLANEOUS TERMS**

2 9.1 Dismissal and Retention of Jurisdiction to Enforce: Upon the Effective Date, any and all
3 class allegations and class claims shall be dismissed without prejudice. This Agreement does not purport
4 to limit or otherwise release any alleged class claims in any way. Upon the Effective Date, the remainder
5 of the Action, including, but not limited to the Released PAGA Claims, will be dismissed with prejudice,
6 with the Court to retain jurisdiction over the Parties to enforce the terms of the Agreement pursuant to
7 Civil Procedure Code section 664.6. The prevailing party in any action to enforce the terms of the
8 Agreement shall be entitled to reasonable attorneys' fees and costs. The Parties agree to meet and confer
9 in good faith to resolve any issue before any such motion for attorney's fees and costs is filed.

10 9.2 Mutual Cooperation: The Parties agree to cooperate fully with one another to accomplish
11 and implement the terms of this Agreement. Such cooperation shall include, but not be limited to,
12 execution of such other documents and the taking of such other action as may reasonably be necessary to
13 fulfill the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including
14 all efforts contemplated by this Agreement and any other efforts that may become necessary by Court
15 order, or otherwise, to effectuate this Agreement and the terms set forth herein. This may include
16 modifying and/or resubmitting the Agreement for approval. Plaintiff's Counsel shall be responsible for
17 drafting the court approval paperwork. All parties agree to act immediately and diligently to perform their
18 obligations under this Agreement, including the review and approval of settlement documents, such that
19 there are no substantial delays in seeking court approval or administration of this settlement. Plaintiff's
20 Counsel shall endeavor to file a motion for approval of this settlement within sixty (60) calendar days of
21 the date this Agreement is signed. Plaintiff's Counsel shall provide Defendant's Counsel with a draft
22 approval motion within 1 week after this Agreement is fully executed. Defendant's Counsel will provide
23 comments and/or proposed revisions within 1 week after receipt of the draft motion.

24 9.3 No Admission of Liability: Neither the acceptance nor the performance by Defendant of
25 the terms of this Agreement, nor any of the related negotiations or proceedings, is or shall be claimed to
26 be, construed as, or deemed to be, an admission by Defendant of the truth of any of the allegations in the
27 Complaint, the representative character of the Action, the validity of any of the claims that were or could
28 have been asserted by Plaintiff and/or Aggrieved Employees in the Action, or of any liability or guilt of

1 Defendant in the Action. Nothing in this Agreement shall be construed to be or deemed an admission by
2 Defendant of any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Aggrieved
3 Employees, or any other person, and Defendant has specifically disclaimed any liability, culpability,
4 negligence, or wrongdoing toward Plaintiff, the Aggrieved Employees, or any other person. Each of the
5 Parties has entered into this Agreement with the intention to avoid further disputes and litigation.

6 9.4 Notices: Unless otherwise specifically provided herein, all notices, demands, or other
7 communications given hereunder shall be in writing and shall be deemed to have been duly given as of
8 the third business day after mailing by United States certified mail, return receipt requested, addressed as
9 follows:

10 To the Plaintiff:

11 Galen T. Shimoda
12 Justin P. Rodriguez
13 Renald Konini
14 Shimoda & Rodriguez Law, PC
15 9401 East Stockton Blvd., Suite 120
16 Elk Grove, CA 95624

17 To Defendant:

18 Cynthia Lawrence
19 Deborah Reisdorph
20 Sims, Lawrence & Broghammer
21 1478 Stone Point Drive #450
22 Roseville, CA 95661

23 9.5 Mutual Drafting of Agreement: The Parties hereto agree that the terms and conditions of
24 this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that
25 this Agreement shall not be construed in favor of or against any party by reason of the extent to which any
26 party or its counsel participated in the drafting of this Agreement.

27 9.6 Binding Effect of Agreement: The Parties, by signing this Agreement, are bound by the
28 terms herein. The Parties waive their rights to file an appeal, writ, or any challenge whatsoever to the
terms of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties
hereto and their respective heirs, trustees, executors, Settlement Administrators, successors, and assigns.

9.7 Attorneys' Fees and Costs Limitations: Neither Plaintiff's Counsel nor any other attorneys
acting for, or purporting to act for, Aggrieved Employees, or Plaintiff, may recover or seek to recover any

1 amounts for fees, costs, or disbursements from the Released Parties or the Gross Settlement Amount
2 except as expressly provided herein.

3 9.8 No Modifications: This Agreement may not be changed, altered, or modified, except in
4 writing signed by the Parties hereto and approved by the Court. This Agreement may not be discharged
5 except by performance in accordance with its terms.

6 9.9 Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and
7 represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement
8 and to take all appropriate action required or permitted to be taken by such Parties pursuant to this
9 Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of
10 this Agreement

11 9.10 Counterparts: This Agreement shall become effective upon its execution by all of the
12 undersigned. Plaintiff, Plaintiff's Counsel, Defendant and Defendant's Counsel may execute this
13 Agreement in counterparts, and execution of counterparts shall have the same force and effect as if each
14 had signed the same instrument. Facsimile, electronic, and/or scanned copies of signatures shall have the
15 same force and effect of originals.

16 9.11 Choice of Law: The Agreement and the exhibits hereto shall be considered to have been
17 negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and
18 the rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance
19 with, and governed by, the substantive laws of the State of California without giving effect to that State's
20 choice of law principles.

21 9.12 Headings and Captions: Paragraph titles or captions contained in the Agreement are
22 inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the
23 scope of this Agreement, or any provision thereof.

24 9.13 No Retaliation or Discouragement: The Parties agree they will take no action that could
25 be construed as retaliation against any Aggrieved Employees for participating in this settlement.

26 9.14 Integrated Agreement: This Agreement sets forth the entire understanding between the
27 Parties with regard to any and all material terms or otherwise and supersedes any and all prior agreements,
28 oral or written, pertaining to the subject matter hereof. Each party acknowledges that there is no

1 representation, inducement, promise or agreement which has been made, orally or otherwise, by the other
2 party, concerning the terms or conditions of this Agreement, which is not expressly embodied in this
3 Agreement. In entering into this Agreement, the Parties represent that the terms of this Agreement are
4 fully understood and voluntarily accepted by the Parties.

5 9.15 Exhibits Incorporated by Reference: The terms of this Agreement include the terms set
6 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth in this
7 Agreement. Any Exhibits to this Agreement are an integral part of the Settlement.

8 9.16 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the
9 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with
10 applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

11 9.17 Waiver of Compliance: No waiver of any condition or covenant contained in this
12 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply
13 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

14 9.18 Use and Return of Aggrieved Employee Data: Information provided to Plaintiff's Counsel
15 pursuant to California Evidence Code § 1152, and all copies and summaries of the PAGA Data provided
16 to Plaintiff's Counsel by Defendant in connection with the mediation, other Settlement negotiations, or in
17 connection with the settlement, may be used only with respect to this Settlement, and no other purpose,
18 and may not be used in any way that violates existing contractual agreement, statute, or rule of court. Not
19 later than 90 days after the Administrator discharges its obligation to pay out all of the Gross Settlement
20 Amount, Plaintiff shall destroy all paper and electronic versions of the Aggrieved Employee Data received
21 from Shascade and shall certify to Defendant this has been completed by this date.

22 //

23 //

24 //

25 //

26 //

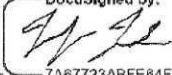
27 //

28 //

IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

For Plaintiff:

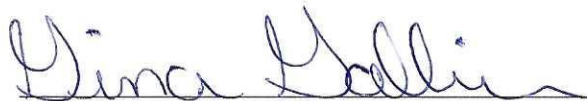
Date: 6/15/2023

DocuSigned by:

7A67723ABFE84F3 ...

Jenifer Fisher

For Defendant:

Date: 6/28/2023



By: Gina Gallien, CEO
For Shascade Community Services, Inc.

APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

Dated: 06/19/2023

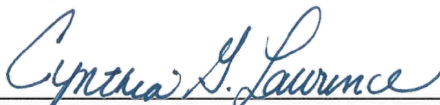
By: 

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorneys for Plaintiff and Aggrieved Employees

APPROVED AS TO FORM

SIMS, LAWRENCE & BROGHAMMER

Dated: 06/28/2023

By: 

Cynthia Lawrence
Deborah Reisdorph
Attorneys for Defendant

Exhibit 1

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

JENIFER FISHER, individually and on behalf of all
other similarly situated employees,

Plaintiff,

vs.

SHASCADE COMMUNITY SERVICES, INC., a
California Corporation; and DOES 1 to 100, inclusive,

Defendant.

Case No. CVCV21-0198378

**NOTICE OF PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT PAYMENT**

I. NOTICE OF PAGA SETTLEMENT

The Shasta County Superior Court (the “Court”) has approved a settlement in the above-captioned action filed by Jenifer Fisher (“Plaintiff”) against Shascade Community Services, Inc., (“Shascade”) on behalf of herself and all other aggrieved employees, Case No. CVCV21-0198378, filed October 15, 2021 (the “Action”).

In this lawsuit, Plaintiff claims non-compliance with requirements of the California Labor Code relating to: (1) Failing to Pay Minimum Wages, (2) Failing to Pay Overtime Wages, (3) Failing to Provide Meal Periods or Pay Premiums in Lieu Thereof, (4) Failing to Provide Rest Periods or Pay Premium in Lieu Thereof, (5) Failing to Provide Accurate Wage Statements, (6) Failing to Pay Final Wages, (7) Failing to Pay Reimbursements for Expenses, (8) Failing to Maintain Accurate Records, and (9) Failing to Provide Paid Sick Leave. This Settlement is solely for civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other aggrieved employees under the Private Attorneys General Act (“PAGA”). Defendant has denied all of Plaintiff’s allegations.

The Court has not made any determination about Plaintiff’s allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim. Shascade maintains it was in compliance with the California Labor Code at all times and enters into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

You are receiving this Notice because you are in the group of employees referred to as “Aggrieved Employees,” which is defined as: All individuals who have, or continue to, perform work for Defendants in California as non-exempt employees in the position of Job Coach from October 15, 2020, up to [REDACTED].

The “PAGA Claim Period” is defined as October 15, 2020 through [REDACTED].

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

Under the terms of the Settlement, Defendant has agreed to pay a Gross Settlement Amount of \$45,000 to resolve the PAGA claims alleged in the Action (“Gross Settlement Amount”). Deducted from the Gross Settlement Amount were sums approved by the Court for attorneys’ fees \$[REDACTED], attorneys’ costs in the amount of \$[REDACTED], and Settlement Administrator Costs in the amount of \$[REDACTED], which resulted in a “Net Settlement Amount” of \$[REDACTED] for distribution to Aggrieved Employees and the Labor and Workforce Development Agency (“LWDA”) as required by the California Labor Code. 75% of the Net Settlement Amount (\$[REDACTED]) is being paid to the LWDA and 25% of the Net Settlement Amount (\$[REDACTED]) is being paid to Aggrieved Employees pursuant to California Labor Code section 2699(i). Each individual Aggrieved Employee’s share of the Net Settlement Amount was determined by taking their individual number of pay periods worked between October 15, 2020 and [REDACTED], dividing that number by the

number of pay periods worked for all Aggrieved Employees between October 15, 2020 and [REDACTED], and then multiplying that fraction by the 25% share of the Net Settlement Amount.

You worked [REDACTED] pay periods during the PAGA Claim Period. The total amount of pay periods worked by all Aggrieved Employees during the PAGA Period is [REDACTED].

Your Individual Settlement Amount is [REDACTED].

III. RELEASE

“Released Parties” means Shascade and its former, present and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, successors, assigns, accountants, insurers, or legal representatives.

The Court has approved the parties’ Settlement Agreement (“Settlement”). By operation of the Settlement’s terms, all Aggrieved Employees will release the Released Parties from any and all claims under the PAGA which arose during the PAGA Claim Period and (i) were asserted in the Plaintiff’s notice letters to the LWDA and Plaintiff’s Complaint; and/or (ii) reasonably could have been asserted in the Action based upon the facts alleged in Plaintiff’s notice letters to the LWDA and Plaintiff’s Complaint (“Released PAGA Claims”).

The Released PAGA Claims include, but are not limited to, claims under the PAGA based on Plaintiff’s allegations that Shascade: (1) Failed to Pay Minimum Wages, (2) Failed to Pay Overtime Wages, (3) Failed to Provide Meal Periods or Pay Premiums in Lieu Thereof, (4) Failed to Provide Rest Periods or Pay Premium in Lieu Thereof, (5) Failed to Provide Accurate Wage Statements, (6) Failed to Pay Final Wages, (7) Failed to Pay Reimbursements for Expenses, (8) Failed to Maintain Accurate Records, and (9) Failed to Provide Paid Sick Leave. Upon entry of the Order approving the Settlement, any Aggrieved Employee covered by this Agreement will be barred from proceeding with any PAGA claim released by this Settlement. Aggrieved Employees cannot opt out of this waiver of claims. However, the waiver **does not** extend to any non-PAGA claims you may have.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE

You may contact the Settlement Administrator, ILYM Group, Inc., 14771 Plaza Dr L, Tustin, CA 92780, (888) 250-6810 with any questions. You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

Settlement checks will be null and void 270 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds in equal amounts to Capital Pro Bono, Inc and the Center for Workers’ Rights under the doctrine of *cy pres* in the name of the Aggrieved Employee to whom the check was issued. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. You may also call counsel for Plaintiff and/or Defendant with any questions or concerns, as follows:

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733
On behalf of Plaintiff
Jenifer Fisher

Cynthia Lawrence
Deborah Reisdorph
Sims, Lawrence & Broghammer
1478 Stone Point Drive #450
Roseville, CA 95661
(916) 797-8881
Email: cynthia@sims-law.net or
dreisdorph@sims-law.net
On behalf of Defendant
Shascade Community Services, Inc.

EXHIBIT B

COPY

FILED

JUL 21 2022

CLERK OF THE SUPERIOR COURT
BY: K. MIRANDA, DEPUTY CLERK

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Shimoda & Rodriguez Law, PC
9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733

Attorneys for Plaintiff JENIFER FISHER
individually and on behalf of all other similarly situated employees,

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SHASTA**

JENIFER FISHER, individually and on behalf
of all other similarly situated employees,

Plaintiff,

vs.

SHASCADE COMMUNITY SERVICES,
INC, a California Corporation; and DOES 1 to
100, inclusive,

Defendant.

Case No. 198378

CLASS ACTION

*Assigned for all purposes to the Honorable
Tamara L. Wood*

**SECOND AMENDED COMPLAINT FOR
DAMAGES AND PENALTIES:**

1. Failure to Pay Minimum Wages
2. Failure to Pay Overtime Wages
3. Meal Period Violations
4. Rest Period Violations
5. Wage Statement Violations
6. Waiting Time Penalties
7. Failure to Reimburse Expenses
8. Unfair Competition
9. Private Attorneys General Act

DEMAND FOR JURY TRIAL

By Fax

1 Plaintiff JENIFER FISHER ("Plaintiff"), on behalf of herself and all other similarly situated
2 employees, hereby files this Second Amended Complaint against Defendants SHASCADE
3 COMMUNITY SERVICES, INC, a California Corporation; and DOES 1 to 100, inclusive
4 (hereinafter all collectively referred to as "Defendants"). On information and belief, Plaintiff alleges
5 the following:

6 INTRODUCTION

7 1. This is a class action and Private Attorneys General Act ("PAGA") lawsuit brought by
8 Plaintiff for failure to pay minimum wages, failure to pay overtime wages, failure to provide meal
9 periods or pay premiums in lieu thereof, failure to provide rest periods or pay premiums in lieu thereof,
10 failure to provide accurate wage statements, failure to pay final wages, failure to reimburse for expenses,
11 failure to maintain accurate records, unfair competition and derivative penalties under the PAGA.

12 JURISDICTION AND VENUE

13 2. The Shasta County Superior Court has jurisdiction in this matter pursuant to California
14 Code of Civil Procedure section 410.10 to determine alleged violations of the California Labor Code,
15 California Business and Professions Code, and Wage Order No. 5.

16 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that
17 Defendants reside in Shasta County. In addition, some of the wrongful acts and violations of law
18 asserted herein occurred within Shasta County, and Defendants' obligation to pay wages arose in Shasta
19 County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36 Cal.3d 403, 414 (1984).

20 4. Plaintiff sought permission pursuant to Labor Code section 2699 *et seq.*, to pursue the
21 claims set forth in this Complaint against Defendants as a Private Attorney General on behalf of herself
22 and other similarly situated employees. Pursuant to Labor Code section 2699.3, Plaintiff gave written
23 notice via online submission to the Labor and Workforce Development Agency ("LWDA") on
24 approximately September 9, 2021 and submitted an amended notice on January 19, 2022. Plaintiff
25 provided facts and legal bases for her claims within the notice to the LWDA on all violations asserted
26 under the Private Attorneys General Act cause of action. Plaintiff submitted the \$75.00 filing fee. The
27 September 9, 2021, and January 19, 2022, notices were also sent via certified mail to Defendants on the
28 same day. Plaintiff is informed and believes, that to date, the LWDA has not provided any response to

1 Plaintiff's notice correspondence. Accordingly, Plaintiff is informed and believes that she has exhausted
2 all administrative remedies pursuant to the Private Attorneys General Act and may bring this action on
3 behalf of himself and all similarly situated employees (*e.g.* Aggrieved Employee). *See* Cal. Labor Code
4 § 2699.3(a)(2)(A), (c)(3); *Caliber Bodyworks, Inc. v. Sup. Ct.*, 134 Cal.App.4th 365, 383 n.18, 385 n.19
5 (2005).

6 PARTIES

7 5. JENIFER FISHER is an individual over the age of eighteen (18) and is a resident of
8 the State of California.

9 6. On information and belief, Plaintiff alleges, SHASCADE COMMUNITY
10 SERVICES, INC. is now and/or at all times mentioned in this Complaint was, a California
11 Corporation and the owner and operator of an industry, business and/or facility doing business in the
12 State of California.

13 7. At all times mentioned herein, each Defendant was the agent or employee of each of the
14 other Defendants and was acting within the course and scope of such agency or employment. The
15 Defendants are jointly and severally liable to Plaintiff.

16 8. At all times mentioned herein, each Defendant was the agent or employee of each of the
17 other Defendants and was acting within the course and scope of such agency or employment. The
18 Defendants are jointly and severally liable to Plaintiff.

19 9. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
20 were members of and/or engaged in a joint employment, joint venture, partnership and common
21 enterprise, and were acting within the course and scope of, and in pursuance of said joint employment,
22 joint venture, partnership and common enterprise.

23 10. Defendants, and each of them, now and/or at all times mentioned in this Complaint
24 approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

25 11. Defendants proximately caused Plaintiff to be subjected to the unlawful practices,
26 wrongs, complaints, injuries and/or damages alleged in this Complaint.

27 CLASS ALLEGATIONS

28 12. Plaintiff brings the First through Eighth Causes of Action on behalf of herself and all

1 others similarly situated as a class action pursuant to California Code of Civil Procedure section 382.

2 The class which Plaintiff seeks to represent is composed of, and defined, as follows:

3 All individuals who have, or continue to, perform work for Defendants in
4 California as non-exempt employees in the position of Job Coach from
October 15, 2017, to the present.

5 13. This action has been brought and may be properly maintained as a class action,
6 pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-
7 defined community of interests in the litigation and the proposed class is easily ascertainable.

8 (a) Numerosity: The putative class is so numerous that the individual joinder of all members
9 is impracticable under the circumstances of this case. While the exact number of class
10 members is unknown to Plaintiff at this time, Plaintiff is informed and believes that
11 Defendants have employed as many as two hundred (200) individuals falling within the
12 above stated class definition throughout the State of California during the applicable
13 statute of limitations, who were subjected to the policies and practices outlined in this
14 Complaint. As such, joinder of all members of the putative class is not practicable.

15 (b) Common Questions Predominate: Common questions of law and fact exist as to all
16 members of the putative class and predominate over questions that affect only individual
17 members of the class. These common questions of law and fact include, without
18 limitation, the following:

- 19 (1) Whether Defendants paid putative class members for all hours worked;
20 (2) Whether Defendants maintained accurate payroll records;
21 (3) Whether Defendants failed to authorize and permit all meal and rest periods;
22 (4) Whether, as a result of Defendants' policies and practices, Plaintiff and putative
23 class members were not authorized and permitted to take all meal and rest periods
24 owed;
25 (5) Whether, as a result of Defendants' policies and practices, Plaintiff and putative
26 class members received all reimbursements owed;
27 (6) Whether, as a result of Defendants' policies and practices, Plaintiff and putative
28 class members received all minimum wages due;

- 1 (7) Whether, as a result of Defendants' policies and practices, Plaintiff and putative
2 class members received all overtime wages due
- 3 (8) Whether as a result of Defendants' policies and practices Plaintiff and putative
4 class members received all wages, due and owing, at the time of their termination
5 or separation; and
- 6 (9) Whether Defendants provided Plaintiff and putative class members with wage
7 statements that complied with Labor Code section 226.

8 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative
9 class. The putative class also sustained damages arising out of Defendants' common
10 course of conduct in violation of the law as complained of herein. Plaintiff and all
11 members of the putative class were non-exempt employees that were required to work
12 from six (6) to eight (8) hour shifts without taking any duty-free rest or meal periods.
13 Plaintiff and similarly situated employees were also frequently required to complete
14 paperwork off-the-clock. This policies and practices resulted in failure to pay all wages
15 due, wage statement violations, failure to pay final wages, and unfair competition.
16 Additionally, Defendants required Plaintiff and putative class to use their cell phones for
17 work purposes and failed to reimburse them for this use. Finally, Defendants issued
18 Plaintiff and all members of the putative class wage statements that did not comply with
19 Labor Code section 226. As a result, Plaintiff and each member of the putative class will
20 have suffered the same type of harm and seek the same type of recovery based on the
21 same legal theories.

22 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the
23 putative class. For all relevant times, Plaintiff resided in California and worked for
24 Defendants in California. Moreover, Plaintiff is an adequate representative of the
25 putative class as Plaintiff has no interests that are adverse to those of putative class
26 members. Additionally, Plaintiff has retained counsel who has substantial experience in
27 complex civil litigation and wage and hour matters.
28

1 (e) Superiority: A class action is superior to other available means for the fair and efficient
2 adjudication of the controversy since individual joinder of all members of the putative
3 class is impracticable. Class action treatment will permit a larger number of similarly
4 situated persons to prosecute their common claims in a single forum simultaneously,
5 efficiently, and without the unnecessary duplication of effort and expense that numerous
6 individual actions would engender. Further, as damages suffered by each individual
7 member of the class may be relatively small, the expenses and burden of the individual
8 litigation would make it difficult or impossible for individual members of the class to
9 redress the wrongs done to them, and an important public interest will be served by
10 addressing the matter as a class action. The cost to the court system of adjudication of
11 such individualized litigation would be substantial. Individualized litigation would also
12 present the potential for inconsistent or contradictory judgments.

13 14. Plaintiff is unaware of any difficulties that are likely to be encountered in the
14 management of this action that would preclude its maintenance as a class action.

15 GENERAL ALLEGATIONS

16 15. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 14 as though fully
17 set forth herein.

18 16. Plaintiff worked for Defendants as a Job Coach from April 2006 until August 5, 2021,
19 making approximately \$16.00 per hour, as an ending wage. Defendants are a non-profit organization
20 that contracts with state agencies to provide services for developmentally disabled youth and adults in
21 Northern California. Defendants' main office is in Redding, but they also have branches in Weaverville,
22 Mt. Shasta, Chico, and Burney.

23 17. As a Job Coaches, Plaintiff and similarly situated employees work with developmentally
24 delayed adults and teenagers to assist, train, and supervise them while they are at worksites/private
25 companies that contract with Defendants to provide labor. Plaintiff was also required to complete
26 monthly paperwork to track her clients' progress in Defendants' job training program. Because the
27 workforce Defendants provide to local businesses consists of clients with developmental disabilities, Job
28

1 Coaches are tasked with supervising their clients' work and assisting with job-site skills and training at
2 all times during their shifts.

3 18. Plaintiff primarily worked with clients at hotels in Redding, but Defendant also employed
4 Job Coaches to work with clients doing maintenance work, janitorial work, landscaping, and warehouse
5 work. Other similarly situated employees also worked with Defendants' clients to assist them with daily
6 life skills, such as shopping, finances, and other tasks. Additionally, Defendants operate two (2)
7 outpatient day programs where more severely disabled clients come during the day for support and
8 services. Defendants further operates a payee program where case workers assist clients with managing
9 income from state and federal assistance programs, as well as any other sources of income they may
10 have. Finally, Defendants' employees also supervise clients at Defendants' thrift store, candy store, and
11 consignment shop. Defendants do not operate any 24-residential facilities for children or disabled adults
12 and do not provide meals to their employees while working.

13 19. Although Plaintiff's workdays varied throughout her tenure working at Defendants,
14 Plaintiff and other similarly situated employees would generally work eight (8) hours a day, five (5)
15 days per week. As required by Defendants, employees would generally work full six (6) to eight (8)
16 hour shifts without taking any duty-free rest or meal periods. This is because Plaintiff and other
17 similarly situated employees were always required to remain on-call and ready to work to meet the
18 needs of the clients during their shift. The essentially equated to not being able to take any down time at
19 all during a shift – including being able to sit down in peace and eat lunch. This was the case even
20 though jobsites generally had more than one employee onsite at a time that could have provided meal
21 and rest break relief. Additionally, even in the case where there was only one employee onsite, the
22 Defendant could have easily sent personal from its central office to provide relief during rest and meal
23 breaks. Defendant demonstrated it was easily able to provide off duty meal periods if it wanted to in
24 that Defendant regularly scheduled relief employees to replace on site workers while the onsite workers
25 went to take COVID tests, which took approximately 30 minutes to an hour to perform each time.

26 20. As part of their job duties, Plaintiff and similarly situated employees were also required
27 to complete paperwork, such as client notes, for their shift each day. Due to the nature of the work;
28 however, often they could not complete this paperwork within the time frame of their eight (8) hour

1 shift. Because of Defendant's policy against paying overtime, Plaintiff and similarly situated employees
2 frequently were forced to complete this paperwork after they had logged out for the day and were not
3 paid for this time.

4 21. In addition to this, Plaintiff and other similarly situated employees regularly used their
5 personal cell phones for work purposes, both report on client behaviors during the day, or to
6 communicate messages from Defendants' main office to the clients.

7 22. As a result of Defendants' failure to pay Plaintiff and similarly situated employees all
8 minimum wages, overtime, and meal and rest period premiums owed, the wage statements Defendants
9 issued were defective. Specifically, Defendants did not accurately list total hours worked, wages due,
10 and total missed meal and rest period premiums earned, and the corresponding rates of pay.

11 23. As a further result of Defendants' failure to pay Plaintiff and similarly situated employees
12 for all hours worked and failure to pay meal and rest period premiums, Defendants failed to provide all
13 final wages owed to Plaintiff and similarly situated employees within twenty-four (24) hours of their
14 termination or seventy-two (72) hours of their resignation.

15 **CAUSES OF ACTION**

16 **FIRST CAUSE OF ACTION**
17 **FAILURE TO PAY MINIMUM WAGES**
18 **(As to all Defendants)**

19 24. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 23 as though fully
20 set forth herein.

21 25. For the period preceding the filing of this Complaint, Defendants were required to
22 compensate Plaintiff and similarly situated employees with at least California's applicable minimum for
23 every hour worked. *See* MW-Order 2019; IWC Wage Order, No. 5, section 4(A); Cal. Lab. Code §
24 1194.

25 26. Plaintiff was not exempt to the State's Minimum Wage Order. Defendants aware of their
26 obligation to pay the minimum wage for each hour worked but failed to do so.

27 27. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
28 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
the extent pertinent as if set forth here in full.

SECOND CAUSE OF ACTION
FAILURE TO PAY OVERTIME WAGES
(As to all Defendants)

28. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 27 as though fully set forth herein.

29. During the period Plaintiff was employed by Defendants, Defendants were required to compensate Plaintiff at one and one-half (1½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours per day. *See, e.g.,* IWC Wage Order No. 1, section (3)(A); Cal. Lab. Code §§ 510, 1194.

30. Plaintiff and similarly situated employees worked in excess of eight (8) hours per day and/or forty (40) hours per week on several occasions while employed by Defendants. However, Defendants failed to compensate Plaintiff and similarly situated employees for all overtime hours worked at their regular rate of pay.

31. Plaintiff and similarly situated employees were not exempt from overtime protections employees under the California Wage Orders and Labor Code.

32. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(As to all Defendants)

33. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 32 as though fully set forth herein.

34. An employer must provide an employee a meal period in accordance with the applicable Wage Order, and California Labor Code sections 226.7 and 512.

35. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 5, section 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30) minutes for each work period of more than five (5) hours.

36. California Labor Code section 512 and Wage Order No. 5 section 11(B) further provide that employers may not employ employees for a work period for more than ten (10) hours per day without providing the employee with a second meal period of at least thirty (30) minutes. However, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. Employees are entitled to one (1) hour of pay at their regular rate of compensation for each meal period not provided.

37. Defendants employed Plaintiff and similarly situated employees for periods of more than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal period of at least thirty (30) minutes when Plaintiff and similarly situated employees worked more than ten (10) hours in a day. Defendants also failed to allow Plaintiff and similarly situated employees to take their first meal period before the completion of their fifth hour of work and failed to allow Plaintiff and similarly situated employees to take their second meal period before the completion of their tenth hour of work. Plaintiff and similarly situated employees did not waive their rights to all meal periods throughout their employment.

38. Defendants further failed to pay Plaintiff and similarly situated employees the applicable meal period premiums for any such missed meal breaks.

39. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FOURTH CAUSE OF ACTION
REST PERIOD VIOLATIONS
(As to all Defendants)

40. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 39 as though fully set forth herein.

41. An employer must provide an employee a rest period in accordance with the applicable Wage Order and California Labor Code section 226.7.

42. California Labor Code section 226.7 and Wage Order No. 5, section 12(A) require an employer to provide a rest period of not less than ten (10) minutes for each work period of more than four (4) hours or a major fraction thereof.

1 43. Plaintiff alleges that Defendants failed to authorize and permit Plaintiff and similarly
2 situated employees to take paid rest periods of at least ten (10) minutes for each work period that
3 they worked more than four (4) hours or a major fraction thereof.

4 44. Defendants further failed to pay Plaintiff and similarly situated employees the
5 applicable rest period premiums for any such missed rest periods.

6 45. As a proximate result of Defendants' conduct, Plaintiff and similarly situated
7 employees have been damaged as stated in the section below entitled "DAMAGES," which is
8 incorporated here to the extent pertinent as if set forth here in full.

9
10 **FIFTH CAUSE OF ACTION**
 WAGE STATEMENT VIOLATIONS
 (As to all Defendants)

11 46. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 45 as though fully
12 set forth herein.

13 47. Pursuant to California Labor Code section 226(a), an employer must provide an itemized
14 statement to an employee, semimonthly or at the time of each payment of wages, showing:

15 *(1) gross wages earned, (2) total hours worked by the employee, except for*
16 *any employee whose compensation is solely based on a salary and who is*
17 *exempt from payment of overtime under subdivision (a) of Section 515 or*
18 *any applicable order of the Industrial Welfare Commission, (3) the*
19 *number of piece-rate units earned and any applicable piece rate if the*
20 *employee is paid on a piece-rate basis, (4) all deductions, provided that*
21 *all deductions made on written orders of the employee may be aggregated*
22 *and shown as one item, (5) net wages earned, (6) the inclusive dates of the*
23 *period for which the employee is paid, (7) the name of the employee and*
24 *the last four digits of his or her social security number or an employee*
25 *identification number other than a social security number, (8) the name*
26 *and address of the legal entity that is the employer and, if the employer is*
27 *a farm labor contractor, as defined in subdivision (b) of Section 1682, the*
28 *name and address of the legal entity that secured the services of the*
 employer, and (9) all applicable hourly rates in effect during the pay
 period and the corresponding number of hours worked at each hourly rate
 by the employee. The deductions made from payment of wages shall be
 recorded in ink or other indelible form, properly dated, showing the
 month, day, and year, and a copy of the statement and the record of the
 deductions shall be kept on file by the employer for at least three years at
 the place of employment or at a central location within the State of
 California.

48. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an itemized statement or failed to provide an accurate and complete itemized statement showing the requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not accurately itemize all applicable hourly rates in effect during the pay period, all hours worked and corresponding rates of pay, and gross and net wages earned. Plaintiff and similarly situated employees were not able to promptly and easily determine their total hours worked from their paystubs alone. Additionally, Plaintiff and similarly situated employees suffered confusion over whether they received all wages owed and were prevented from effectively challenging information on their wage statements.

49. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

SIXTH CAUSE OF ACTION
WAITING TIME PENALTIES
(As to all Defendants)

50. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 49 as though fully set forth herein.

51. An employer must pay an employee who is terminated all unpaid wages immediately upon termination. *See* Cal. Lab. Code § 201.

52. An employer must pay an employee who resigns all unpaid wages within seventy-two (72) hours of their resignation. *See* Cal. Lab. Code § 202.

53. Plaintiff and similarly situated employees did not receive all wages, including minimum wages, overtime, or meal and rest period premiums at their termination or within the required time after their separation from employment.

54. An employer who willfully fails to pay an employee wages in accordance with California Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30) days. *See* Cal. Lab. Code § 203.

55. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees' their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiff

1 and similarly situated employees were not taking all rest and meal periods due to the fact that employees
2 had to stay with clients at all times. Such conduct shows Defendants had knowledge of earned, but
3 unpaid wages at the time of separation, yet Defendants still refused to pay the remaining wages owed.

4 56. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
5 have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by
6 thirty (30) days for Defendants' failure to pay all wages due.

7 **SEVENTH CAUSE OF ACTION**
8 **FAILURE TO REIMBURSE EXPENSES**
9 **(As to all Defendants)**

10 57. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 56 as though fully
11 set forth herein.

12 58. California Labor Code section 2802(a) states that "An employer shall indemnify his or
13 her employee for all necessary expenditures or losses incurred by the employee in direct consequence of
14 the discharge of his or her duties, or of his or her obedience to the directions of the employer, even
15 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
16 unlawful."

17 59. Defendants required Plaintiff and similarly situated employees to use their personal cell
18 phones for work purposes, to report on client behaviors during the day, or to communicate messages
19 from Defendants' main office to clients but failed to reimburse them for such use.

20 60. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
21 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
22 the extent pertinent as if set forth here in full.

23 **EIGHTH CAUSE OF ACTION**
24 **UNFAIR COMPETITION**
25 **(As to all Defendants and DOES 1 to 100)**

26 61. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 60 as though fully
27 set forth herein.

28 62. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act
or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1

(commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See* California Business and Professions (“B&P”) Code § 17200.

63. Plaintiff and similarly situated employees were not paid all wages owed, including minimum wages, and meal and rest period premiums, or reimbursement for business expenses, during their employment or any time thereafter.

64. Plaintiff further alleges that such actions and/or conduct constitute a violation of the California Unfair Competition Law (“UCL”) (Business and Professions Code 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

65. As a direct and legal result of the Defendants’ conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code sections 17203, 17208, violations of California Labor Code sections 226.7, 512, and 1194 all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

NINTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(As to all Defendants)

66. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 65 as though fully set forth herein.

67. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the following provisions of the Labor Code in their dealings with him and other Approved Employees:

- Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 5, § 4 (Failure to Pay Minimum Wages);
- Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses);
- Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements);
- Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages);
- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order);

- Violation of Labor Code §§ 226.7, 512; IWC Wage Order 5, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof);
- Violation of Labor Code § 226.7; IWC Wage Order 5, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof);
- Violation of Labor Code § 226.3, 1174, 1198; IWC Wage Order 5, § 7(A) (Failure to Maintain Accurate Records);
- Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave); and
- Violation of Labor Code §§ 510, 1194; IWC Wage Order 5, § 3 (Failure to Pay Overtime Wages).

68. Plaintiff seeks civil penalties against Defendants as provided in the Labor Code, or, if no civil penalty is provided, default penalties pursuant to Labor Code section 2699(f)(2).

69. Plaintiff seeks these civil penalties from Defendants pursuant to Labor Code sections 2699(a) and 2699.3.

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
 - d. Liquidated damages pursuant to California Labor Code section 1194.2;
3. As to the Second Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;

1 4. As to the Third Cause of Action:

- 2 a. Wages in an amount to be proven at trial;
- 3 b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
- 4 section 1021.5;

5 5. As to the Fourth Cause of Action:

- 6 a. Wages in an amount to be proven at trial;
- 7 b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
- 8 section 1021.5;

9 6. As to the Fifth Cause of Action:

- 10 a. Penalties as provided for in Labor Code section 226, including the greater of all
- 11 actual damages or fifty dollars (\$50.00) for the initial pay period in which the
- 12 violation occurred and one hundred dollars (\$100.00) per employee for each
- 13 violation in the subsequent pay periods, but not to exceed four thousand dollars
- 14 (\$4,000.00);
- 15 b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section
- 16 226(e);

17 7. As to the Seventh Cause of Action:

- 18 a. An amount to be proven at trial;
- 19 b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);

20 8. As to the Ninth Cause of Action:

- 21 a. For civil penalties as provided for in the Labor Code for each enumerated
- 22 violation;
- 23 b. For those Labor Code sections, the violation of which there is no civil penalty
- 24 provided, the default penalty provided in Labor Code section 2699(f): for any
- 25 initial violation, one hundred dollars (\$100) for each aggrieved employee per
- 26 pay period; For any subsequent violation, two hundred dollars (\$200) for
- 27 each aggrieved employee per pay period;
- 28 c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;

1 d. For any other remedies as allowed by law and/or deemed appropriate by the
2 Court;

3 9. For such other and further relief as this Court may deem just and proper,
4 including, but not limited to:

5 a. Wages as proved at trial;

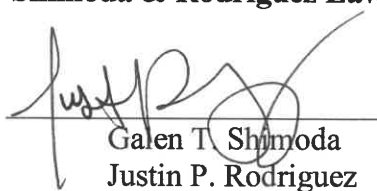
6 b. Injunctive and Declaratory relief;

7 c. Attorney's fees and costs as provided for by law; and

8 d. Interest.

9 Dated: July 13, 2022

Shimoda & Rodriguez Law, PC

10
11 By: 

Galen T. Shimoda

Justin P. Rodriguez

Attorneys for Plaintiff

1 *Fisher v. Shascade Community Services, Inc.*
2 *Shasta County Superior Court Case No. 198378*

3 **PROOF OF SERVICE — CCP §§ 1010.6, 1013a, and 2015.5**
4 **and California Rules of Court, Rule 1.21 and Rule 2.150**

5 I, Elias Tapia, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party to
7 the within above-entitled action.

8 On July 25, 2022, I served the following documents on the party below:

- 9 • SECOND AMENDED COMPLAINT FOR DAMAGES AND PENALTIES

10 Cynthia Lawrence (SBN: 148924) 11 Deborah Reisdorph (SBN: 164066) 12 SIMS, LAWRENCE & BROGHAMMER 13 2261 Lava Ridge Court 14 Roseville, CA 95661 15 Telephone: (916) 797-8881 Facsimile: (916) 253-1544 Email: cynthia@sims-law.net dreisdorph@sims-law.net sheree@sims-law.net stephanie@sims-law.net joy@sims-law.net	
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16 [] [By Mail] I am familiar with my employer's practice for the collection and
17 processing of correspondence for mailing with the United States Postal Service
18 and that each day's mail is deposited with the United States Postal Service that
19 same day in the ordinary course of business. On the date set forth above, I served
20 the aforementioned document(s) on the parties in said action by placing a true
21 copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, for
22 collection and mailing on this date, following ordinary business practices, at Elk
23 Grove, California, addressed as set forth above.

24 [] [By Personal Service] By personally delivering a true copy thereof to the office
25 of the addressee above.

26 [XXX] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown
27 above. No error was reported by the e-mail service that I used.

28 [] [By Overnight Courier] By causing a true copy and/or original thereof to be
personally delivered via the following courier service:_____.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true
and correct, and that this declaration was executed on July 25, 2022 at Elk Grove, California.


Elias Tapia

EXHIBIT C



Shimoda Law Corp.
9401 East Stockton Blvd.
Suite #120
Elk Grove, CA 95624
Ph. (916) 525-0716
Fax (916) 760-3733
www.shimodalaw.com

September 9, 2021

For Online Filing:

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

Re: *Fisher v. Shascade Community Services, Inc.*

Dear Labor Commissioner,

As counsel for Jenifer Fisher ("Plaintiff"), I am writing to provide you and the following "employers" notice pursuant to California Labor Code section 2699.3:

Shascade Community Services, Inc.
900 Twin View Blvd
Redding, CA 96003

We are setting forth the "facts and theories" to support each of the counts found within this complaint. Please notify us of your intent to investigate any or all of the claims alleged herein against Shascade Community Services, Inc. ("Defendant"). Should you decide not to investigate, we request that you allow us to bring the following action on behalf of Plaintiff and all Aggrieved Employees, pursuant to Labor Code section 2699(a). Specifically, Aggrieved Employees shall include, but is not limited to the following: all hourly non-exempt employees who have or continue to work for Defendant in California. Plaintiff is clearly entitled to bring a Private Attorneys General Act ("PAGA") claim for civil penalties on behalf of these individuals pursuant to *Huff v. Securitas Security Services USA, Inc.*, 23 Cal.App.5th 745, 757 (2018) (finding a plaintiff has PAGA standing if affected by one of the alleged violations; the plaintiff need not have personally experienced all the violations pursued in PAGA action).

A. FACTS

Plaintiff worked for Defendant as a Job Coach from April 2006 until August 5, 2021, making approximately \$16.00 per hour, as an ending wage. Defendant is a non-profit organization that contracts with state agencies to provide services for developmentally disabled youth and adults in Northern California. Defendant's main office is in Redding, but they also have branches in Weaverville, Mt. Shasta, Chico and Burney.

As a Job Coaches, Plaintiff and Aggrieved Employees work with developmentally delayed adults and teenagers to assist, train, and supervise them while they are at



worksites/private companies that contract with Defendant to provide labor. Plaintiff was also required to complete monthly paperwork to track her clients' progress in Defendant's job training program. Because the workforce Defendant provides consists of clients with developmental disabilities, Job Coaches are tasked with supervising their work and assisting with job-site skills and training at all times.

Plaintiff primarily worked with clients at hotels in Redding, but Defendant also employed Job Coaches to work with clients doing maintenance work, janitorial work, landscaping, and warehouse work. Other Aggrieved Employees also worked with Defendant's clients to assist them with daily life skills, such as shopping, finances, and other tasks. Additionally, Defendant operates two (2) outpatient day programs where more severely disabled clients come during the day for support and services. Defendant further operates a payee program where case workers assist clients with managing income from state and federal assistance programs, as well as any other sources of income they may have. Finally, Aggrieved Employees also supervise clients at Defendant's thrift store, candy store, and consignment shop. Defendant's do not operate any 24-residential facilities for children or disabled adults.

Although Plaintiff's workdays varied throughout her tenure working at Defendant, Plaintiff and other Aggrieved Employees would generally work eight (8) hours a day, five (5) days per week. Due to the nature of their work, employees would generally work full six (6) to eight (8) hour shifts without taking any duty-free rest or meal periods. This is because Plaintiff and other Aggrieved Employees were always required to remain on-call and ready to work to meet the needs of the clients during their shift.

In addition to this, Plaintiff and other Aggrieved Employees regularly used their personal cell phones for work purposes, both report on client behaviors during the day, or to communicate messages from Defendant's main office to the clients.

As a result of Defendant's failure to pay Plaintiff and Aggrieved Employees all minimum wages, and meal and rest period premiums owed, the wage statements Defendants issued were defective. Specifically, Defendants did not accurately list total hours worked, wages due, and total missed meal and rest period premiums earned, and the corresponding rates of pay.

As a further result of Defendant's failure to pay Plaintiff and Aggrieved Employees for all hours worked and failure to pay meal and rest period premiums, Defendant failed to provide all final wages owed to Plaintiff and Aggrieved Employees within twenty-four (24) hours of their termination or seventy-two (72) hours of their resignation.

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B. ALLEGATIONS AND CHARGES

Count 1 – Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 5, § 4 (Failure to Pay Minimum Wages)

During the period Plaintiff and Aggrieved Employees were employed by Defendant they were entitled to be paid at least the State's minimum wage rate for each hour that they worked. *See, e.g.*, IWC Wage Order MW-2019; IWC Wage Order No. 5, § (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendant did not pay Plaintiff and Aggrieved Employees for all hours worked. Thus, Plaintiff and Aggrieved Employees were not paid at least the applicable state minimum wage for those hours worked. This is against the law.

Count 2 - Violation of Labor Code §§ 226.7, 512 and Wage Order No. 5, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 5, section 11(A) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked, which is to be taken before the completion of the fifth hour. Labor Code section 512 and Wage Order No. 5, section 11(B) further provide that employers may not employ employees for a work period of more than ten (10) hours per day without providing the employee with a second meal period of thirty (30) minutes; however, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendant also failed to pay any meal period premiums for their failure to provide meal periods. This was in violation of the law.

Count 3 – Violation of Labor Code § 226.7 and Wage Order No. 5, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 5, section 12(A) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant rest periods pursuant to California law. Defendant also failed to pay any rest period premiums for their failure to provide rest periods. This was in violation of the law.

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Count 4 – Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)

Labor Code section 226 requires employers to furnish to employees with “an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” For the reasons stated above, Defendant failed to comply with these requirements with respect to Plaintiff and Aggrieved Employees. This is in violation of the law.

Count 5 – Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)

Labor Code sections 201-203 require that all wages, including minimum wages, overtime wages and meal and rest period premiums, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Plaintiff and Aggrieved Employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201-203. This is in violation of the law.

Count 6 – Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

Labor Code section 2802(a) states that “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” Defendant failed to pay any reimbursements for work-related cell phone use by Plaintiff and Aggrieved Employees. This was in violation of the law.

Count 7 – Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)

Labor Code section 558 states that it is unlawful for any employer, or other person acting on behalf of an employer, to violate or cause to be violated any of sections 500 to 558.1 of the Labor Code or any order of the Industrial Welfare Commission. Similarly, Labor Code section 558.1 states that it is unlawful for any employer or other person acting on behalf on an employer



to violate, or cause to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, as well as Sections 203, 226, 226.7, 1193.6, 1194, or 2802 of the Labor Code. As described above, Defendant, by and through Defendant agents, violated Plaintiff and Aggrieved Employees' rights provided for under Labor Code sections 558 and 558.1 as well as the incorporated Wage Orders and incorporated statutes therein. This is against the law.

Count 8 – Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)

Labor Code section 226.3 provides that any employer who fails to maintain records required by Labor Code section 226(a) or provide records required by 226(a) shall be subject shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation. Labor Code section 1174(d) provides that employers must keep and maintain accurate payroll records showing the hours worked daily by, and the wages paid to, employees. Defendant failed to maintain the accurate records required by law and, instead, maintained incomplete, inaccurate records regarding Plaintiff and Aggrieved Employees' wage records and hours worked. This was against the law.

If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact our office.

Very truly yours,

Shimoda Law Corp.

By: 
Galen T. Shimoda

GTS/jm
cc: Client via e-mail

1 *Fisher v. Shascade Community Services, Inc.*

2 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
3 **and California Rules of Court, Rule 1.21 and Rule 2.150**

4 I, Janique Morgan, declare that:

5 I am a citizen of the United States and am over the age of eighteen years and not a party to
6 the within above-entitled action.

7 On September 9, 2021, I served the following documents on the party below:

- 8 • Private Attorney General Act Letter

9
10 Shascade Community Services, Inc.
11 900 Twin View Blvd
12 Redding, CA 96003

13 [XXX] [By Certified Mail] I am familiar with my employer's practice for the collection
14 and processing of correspondence for mailing with the United States Postal
15 Service and that each day's mail is deposited with the United States Postal
16 Service that same day in the ordinary course of business. On the date set forth
above, I served the aforementioned document(s) on the parties in said action by
placing a true copy thereof enclosed in a sealed envelope with postage thereon
fully prepaid, for collection and mailing on this date, following ordinary business
practices, at Elk Grove, California, addressed as set forth above.

17 [] [By Personal Service] By personally delivering a true copy thereof to the office
18 of the addressee above.

19 [] [By Overnight Courier] By causing a true copy and/or original thereof to be
personally delivered via the following overnight courier service:_____.

20 I declare under penalty of perjury under the laws of the State of California that the foregoing
21 is true and correct, and that this declaration was executed on September 9, 2021, at Elk Grove,
22 California.

23 
24 Janique Morgan
25
26
27
28



Shimoda Law Corp.
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Elk Grove, CA 95624
Ph. (916) 525-0716
Fax (916) 760-3733
www.shimodalaw.com

January 19, 2022

For Online Filing:

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

Re: *Fisher v. Shascade Community Services, Inc.*

Dear Labor Commissioner,

As counsel for Jenifer Fisher ("Plaintiff"), I am writing to provide you and the following "employers" notice pursuant to California Labor Code section 2699.3:

Shascade Community Services, Inc.
900 Twin View Blvd
Redding, CA 96003

Gina Gallien
900 Twin View Blvd
Redding, CA 96003

We are amending our September 9, 2021, notice and setting forth additional "facts and theories" to support each of the counts found within this complaint. Please notify us of your intent to investigate any or all of the claims alleged herein against Shascade Community Services, Inc. and Gina Gallien ("Defendants"). Should you decide not to investigate, we request that you allow us to bring the following action on behalf of Plaintiff and all Aggrieved Employees, pursuant to Labor Code section 2699(a). Specifically, Aggrieved Employees shall include, but is not limited to the following: all hourly non-exempt employees who have or continue to work for Shascade Community Services, Inc., in California. Plaintiff is clearly entitled to bring a Private Attorneys General Act ("PAGA") claim for civil penalties on behalf of these individuals pursuant to *Huff v. Securitas Security Services USA, Inc.*, 23 Cal.App.5th 745, 757 (2018) (finding a plaintiff has PAGA standing if affected by one of the alleged violations; the plaintiff need not have personally experienced all the violations pursued in PAGA action).

A. FACTS

Plaintiff worked for Defendant as a Job Coach from April 2006 until August 5, 2021, making approximately \$16.00 per hour, as an ending wage. Defendant is a non-profit organization that contracts with state agencies to provide services for developmentally disabled



youth and adults in Northern California. Defendant's main office is in Redding, but they also have branches in Weaverville, Mt. Shasta, Chico and Burney.

As a Job Coaches, Plaintiff and Aggrieved Employees work with developmentally delayed adults and teenagers to assist, train, and supervise them while they are at worksites/private companies that contract with Defendant to provide labor. Plaintiff was also required to complete monthly paperwork to track her clients' progress in Defendant's job training program. Because the workforce Defendant provides consists of clients with developmental disabilities, Job Coaches are tasked with supervising their work and assisting with job-site skills and training at all times.

Plaintiff primarily worked with clients at hotels in Redding, but Defendant also employed Job Coaches to work with clients doing maintenance work, janitorial work, landscaping, and warehouse work. Other Aggrieved Employees also worked with Defendant's clients to assist them with daily life skills, such as shopping, finances, and other tasks. Additionally, Defendant operates two (2) outpatient day programs where more severely disabled clients come during the day for support and services. Defendant further operates a payee program where case workers assist clients with managing income from state and federal assistance programs, as well as any other sources of income they may have. Finally, Aggrieved Employees also supervise clients at Defendant's thrift store, candy store, and consignment shop. Defendant's do not operate any 24-residential facilities for children or disabled adults.

Although Plaintiff's workdays varied throughout her tenure working at Defendant, Plaintiff and other Aggrieved Employees would generally work eight (8) hours a day, five (5) days per week. Due to the nature of their work, employees would generally work full six (6) to eight (8) hour shifts without taking any duty-free rest or meal periods. This is because Plaintiff and other Aggrieved Employees were always required to remain on-call and ready to work to meet the needs of the clients during their shift. The essentially equated to not being able to take any down time at all during a shift – including being able to sit down in peace and eat lunch. This was the case even though jobsites generally had more than one employee onsite at a time that could have provided meal and rest break relief. Additionally, even in the case where there was only one employee onsite, the Defendant could have easily sent personal from its central office to provide relief during rest and meal breaks. Defendant demonstrated it was easily able to provide off duty meal periods if it wanted to in that Defendant regularly scheduled relief employees to replace on site workers while the onsite workers went to take COVID tests, which took approximately 30 minutes to an hour to perform each time.

As part of their job duties, Plaintiff and Aggrieved Employees were also required to complete paperwork, such as client notes, for their shift each day. Due to the nature of the work; however, often they could not complete this paperwork within the time frame of their eight (8) hour shift. Because of Defendant's policy against paying overtime, Plaintiff and similarly situated employees frequently were forced to complete this paperwork after they had logged out for the day and were not paid for this time.



In addition to this, Plaintiff and other Aggrieved Employees regularly used their personal cell phones for work purposes, both report on client behaviors during the day, or to communicate messages from Defendant's main office to the clients.

As a result of Defendant's failure to pay Plaintiff and Aggrieved Employees all minimum wages, and meal and rest period premiums owed, the wage statements Defendants issued were defective. Specifically, Defendants did not accurately list total hours worked, wages due, and total missed meal and rest period premiums earned, and the corresponding rates of pay.

As a further result of Defendant's failure to pay Plaintiff and Aggrieved Employees for all hours worked and failure to pay meal and rest period premiums, Defendant failed to provide all final wages owed to Plaintiff and Aggrieved Employees within twenty-four (24) hours of their termination or seventy-two (72) hours of their resignation.

B. ALLEGATIONS AND CHARGES

Count 1 – Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 5, § 4 (Failure to Pay Minimum Wages)

During the period Plaintiff and Aggrieved Employees were employed by Defendant they were entitled to be paid at least the State's minimum wage rate for each hour that they worked. *See, e.g.*, IWC Wage Order MW-2019; IWC Wage Order No. 5, § (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendant did not pay Plaintiff and Aggrieved Employees for all hours worked. Thus, Plaintiff and Aggrieved Employees were not paid at least the applicable state minimum wage for those hours worked. This is against the law.

Count 2 - Violation of Labor Code §§ 226.7, 512 and Wage Order No. 5, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 5, section 11(A) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked, which is to be taken before the completion of the fifth hour. Labor Code section 512 and Wage Order No. 5, section 11(B) further provide that employers may not employ employees for a work period of more than ten (10) hours per day without providing the employee with a second meal period of thirty (30) minutes; however, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendant also failed to pay any meal period premiums for their failure to provide meal periods. This was in violation of the law.



Count 3 – Violation of Labor Code § 226.7 and Wage Order No. 5, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 5, section 12(A) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant rest periods pursuant to California law. Defendant also failed to pay any rest period premiums for their failure to provide rest periods. This was in violation of the law.

Count 4 – Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)

Labor Code section 226 requires employers to furnish to employees with “an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee . . .” For the reasons stated above, Defendant failed to comply with these requirements with respect to Plaintiff and Aggrieved Employees. This is in violation of the law.

Count 5 – Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)

Labor Code sections 201-203 require that all wages, including minimum wages, overtime wages and meal and rest period premiums, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Plaintiff and Aggrieved Employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201-203. This is in violation of the law.

Count 6 – Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

Labor Code section 2802(a) states that “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” Defendant failed to pay any reimbursements for work-related cell phone use by Plaintiff and Aggrieved Employees. This was in violation of the law.



Count 7 – Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)

Labor Code section 558 states that it is unlawful for any employer, or other person acting on behalf of an employer, to violate or cause to be violated any of sections 500 to 558.1 of the Labor Code or any order of the Industrial Welfare Commission. Similarly, Labor Code section 558.1 states that it is unlawful for any employer or other person acting on behalf of an employer to violate, or cause to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, as well as Sections 203, 226, 226.7, 1193.6, 1194, or 2802 of the Labor Code. As described above, Defendant, by and through Defendant agents, including, but not limited to Gina Gallien, violated Plaintiff and Aggrieved Employees' rights provided for under Labor Code sections 558 and 558.1 as well as the incorporated Wage Orders and incorporated statutes therein. Gina Gallien was Defendant's Chief Executive Officer at all relevant times and responsible for the creation, review, and enforcement of wage and hour policies identified in this letter that Plaintiff alleges to be unlawful.

Count 8 – Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)

Labor Code section 226.3 provides that any employer who fails to maintain records required by Labor Code section 226(a) or provide records required by 226(a) shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation. Labor Code section 1174(d) provides that employers must keep and maintain accurate payroll records showing the hours worked daily by, and the wages paid to, employees. Defendant failed to maintain the accurate records required by law and, instead, maintained incomplete, inaccurate records regarding Plaintiff and Aggrieved Employees' wage records and hours worked. This was against the law.

Count 9 – Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)

Labor Code sections 246, *et seq.*, mandate that employers must provide California employees, who work thirty (30) or more days within a year for the employer, paid sick leave of at least one (1) hour for every thirty (30) hours worked that begins to accrue at the commencement of employment. An employer may use a different accrual method, other than providing one hour per every 30 hours worked, provided that the accrual is on a regular basis so that an employee has no less than twenty-four (24) hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period. An employer may limit the use of sick leave to either twenty-four (24) hours or the equivalent of three (3) days, whichever is greater, during a year period. However, employers using an accrual method rather than a lump sum method must allow employees to accrue up to forty-eight (48)



hours or the equivalent of six (6) days at any given time. Employers must authorize employees to take paid sick leave under the conditions set forth in the Healthy Workplaces, Healthy Families Act of 2014 (“HWHFA”) for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. Any sick leave taken must be paid at the employee's regular rate of pay. For the reasons state above, Defendant failed to provide Plaintiff and Aggrieved Employees with sick leave meeting the requirements set forth in HWHFA. Plaintiff will be seeking equitable, injunctive, and restitutionary relief to remedy these violations.

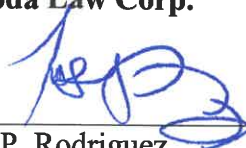
Count 10 – Violation of Labor Code §§ 510, 1194; IWC Wage 5, § 3 (Failure to Pay Overtime Wages)

Labor Code sections 510 and 1194 require employers to pay employees 1 ½ times their regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay employees 1 ½ times their regular rate of pay for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay employees 2 times their regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Plaintiff and Aggrieved Employees worked over eight (8) hours per day and forty (40) hours per week and were not paid all overtime wages owed. Plaintiff and all Aggrieved Employees are entitled to recover all unpaid overtime wages. Failure to pay such wages is against the law.

If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact our office.

Very truly yours,

Shimoda Law Corp.

By: 
Justin P. Rodriguez

JPR

cc: Client via e-mail

1 *Fisher v. Shascade Community Services, Inc.*

2 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
3 **and California Rules of Court, Rule 1.21 and Rule 2.150**

4 I, Caitlyn A. Lopez, declare that:

5 I am a citizen of the United States and am over the age of eighteen years and not a party to
6 the within above-entitled action.

7 On January 19, 2022, I served the following documents on the party below:

- 8 • *Amended Private Attorney General Act Letter*

9 Shascade Community Services, Inc. 10 900 Twin View Blvd 11 Redding, CA 96003	Gina Gallien 900 Twin View Blvd Redding, CA 96003
--	---

12 [XXX] [By Certified Mail] I am familiar with my employer's practice for the collection
13 and processing of correspondence for mailing with the United States Postal
14 Service and that each day's mail is deposited with the United States Postal
15 Service that same day in the ordinary course of business. On the date set forth
16 above, I served the aforementioned document(s) on the parties in said action by
placing a true copy thereof enclosed in a sealed envelope with postage thereon
fully prepaid, for collection and mailing on this date, following ordinary business
practices, at Elk Grove, California, addressed as set forth above.

17 [] [By Personal Service] By personally delivering a true copy thereof to the office
of the addressee above.

18 [] [By Overnight Courier] By causing a true copy and/or original thereof to be
19 personally delivered via the following overnight courier service:_____.

20 I declare under penalty of perjury under the laws of the State of California that the foregoing
21 is true and correct, and that this declaration was executed on January 19, 2022, at Elk Grove,
22 California.

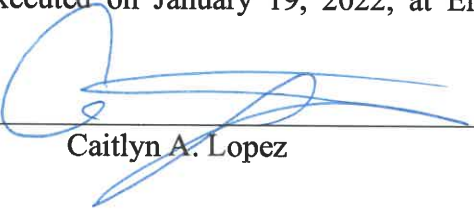
23 
Caitlyn A. Lopez
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25
26
27
28

EXHIBIT D

Case Name: Fisher v. Shascade Community Services, Inc.

Tuesday, April 18, 2023

Requesting Attorneys Name:	Renald Konini
E-Mail:	rkonini@shimodalaw.com
ILYM Contact:	Lisa Mullins
E-Mail:	lisa@ilymgroup.com
Contact Number:	714.878.8836

Assumptions: PAGA Settlement

ASSUMPTIONS	
Total Estimated # of Class Members	40
NCOA	Yes
Remail of Undeliverables	Yes
Toll-Free Telephone Support Included	Yes
Case Duration (Years)	1

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - <i>Import and Formatting of Data*</i>	Hourly	\$150.00	1	\$150.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	2	\$240.00
NCOA	Flat Rate	\$21.00	1	\$21.00

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

Subtotal \$411.00

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	2	\$300.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	1	\$125.00
1st Check Stub & Release - (including 1099)	Per Check	\$1.50	40	\$60.00
USPS First Class 1oz Postage	Per Piece	\$0.50	40	\$20.00
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$1.00	14	\$14.00
Preparation of Taxes	Hourly	\$125.00	4	\$500.00
Annual Filing of Tax Return	Per Year	\$1,200.00	1	\$1,200.00

*Additional Bank fees may apply

Subtotal \$2,219.00

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Declaration	Hourly	\$120.00	1	\$120.00

Subtotal \$220.00

TOTAL CASE ESTIMATE: \$2,850.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT E

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

JENIFER FISHER, individually and on behalf of all
other similarly situated employees,

Plaintiff,

vs.

SHASCADE COMMUNITY SERVICES, INC., a
California Corporation; and DOES 1 to 100, inclusive,

Defendant.

Case No. CVCV21-0198378

**NOTICE OF PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT PAYMENT**

I. NOTICE OF PAGA SETTLEMENT

The Shasta County Superior Court (the “Court”) has approved a settlement in the above-captioned action filed by Jenifer Fisher (“Plaintiff”) against Shascade Community Services, Inc., (“Shascade”) on behalf of herself and all other aggrieved employees, Case No. CVCV21-0198378, filed October 15, 2021 (the “Action”).

In this lawsuit, Plaintiff claims non-compliance with requirements of the California Labor Code relating to: (1) Failing to Pay Minimum Wages, (2) Failing to Pay Overtime Wages, (3) Failing to Provide Meal Periods or Pay Premiums in Lieu Thereof, (4) Failing to Provide Rest Periods or Pay Premium in Lieu Thereof, (5) Failing to Provide Accurate Wage Statements, (6) Failing to Pay Final Wages, (7) Failing to Pay Reimbursements for Expenses, (8) Failing to Maintain Accurate Records, and (9) Failing to Provide Paid Sick Leave. This Settlement is solely for civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other aggrieved employees under the Private Attorneys General Act (“PAGA”). Defendant has denied all of Plaintiff’s allegations.

The Court has not made any determination about Plaintiff’s allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim. Shascade maintains it was in compliance with the California Labor Code at all times and enters into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

You are receiving this Notice because you are in the group of employees referred to as “Aggrieved Employees,” which is defined as: All individuals who have, or continue to, perform work for Defendants in California as non-exempt employees in the position of Job Coach from October 15, 2020, up to [REDACTED].

The “PAGA Claim Period” is defined as October 15, 2020 through [REDACTED].

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

Under the terms of the Settlement, Defendant has agreed to pay a Gross Settlement Amount of \$45,000 to resolve the PAGA claims alleged in the Action (“Gross Settlement Amount”). Deducted from the Gross Settlement Amount were sums approved by the Court for attorneys’ fees \$ [REDACTED], attorneys’ costs in the amount of \$ [REDACTED], and Settlement Administrator Costs in the amount of \$ [REDACTED], which resulted in a “Net Settlement Amount” of \$ [REDACTED] for distribution to Aggrieved Employees and the Labor and Workforce Development Agency (“LWDA”) as required by the California Labor Code. 75% of the Net Settlement Amount (\$ [REDACTED]) is being paid to the LWDA and 25% of the Net Settlement Amount (\$ [REDACTED]) is being paid to Aggrieved Employees pursuant to California Labor Code section 2699(i). Each individual Aggrieved Employee’s share of the Net Settlement Amount was determined by taking their individual number of pay periods worked between October 15, 2020 and [REDACTED], dividing that number by the

number of pay periods worked for all Aggrieved Employees between October 15, 2020 and [REDACTED], and then multiplying that fraction by the 25% share of the Net Settlement Amount.

You worked [REDACTED] pay periods during the PAGA Claim Period. The total amount of pay periods worked by all Aggrieved Employees during the PAGA Period is [REDACTED].

Your Individual Settlement Amount is [REDACTED].

III. RELEASE

“Released Parties” means Shascade and its former, present and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, successors, assigns, accountants, insurers, or legal representatives.

The Court has approved the parties’ Settlement Agreement (“Settlement”). By operation of the Settlement’s terms, all Aggrieved Employees will release the Released Parties from any and all claims under the PAGA which arose during the PAGA Claim Period and (i) were asserted in the Plaintiff’s notice letters to the LWDA and Plaintiff’s Complaint; and/or (ii) reasonably could have been asserted in the Action based upon the facts alleged in Plaintiff’s notice letters to the LWDA and Plaintiff’s Complaint (“Released PAGA Claims”).

The Released PAGA Claims include, but are not limited to, claims under the PAGA based on Plaintiff’s allegations that Shascade: (1) Failed to Pay Minimum Wages, (2) Failed to Pay Overtime Wages, (3) Failed to Provide Meal Periods or Pay Premiums in Lieu Thereof, (4) Failed to Provide Rest Periods or Pay Premium in Lieu Thereof, (5) Failed to Provide Accurate Wage Statements, (6) Failed to Pay Final Wages, (7) Failed to Pay Reimbursements for Expenses, (8) Failed to Maintain Accurate Records, and (9) Failed to Provide Paid Sick Leave. Upon entry of the Order approving the Settlement, any Aggrieved Employee covered by this Agreement will be barred from proceeding with any PAGA claim released by this Settlement. Aggrieved Employees cannot opt out of this waiver of claims. However, the waiver **does not** extend to any non-PAGA claims you may have.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE

You may contact the Settlement Administrator, ILYM Group, Inc., 14771 Plaza Dr L, Tustin, CA 92780, (888) 250-6810 with any questions. You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

Settlement checks will be null and void 270 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds in equal amounts to Capital Pro Bono, Inc and the Center for Workers’ Rights under the doctrine of *cy pres* in the name of the Aggrieved Employee to whom the check was issued. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. You may also call counsel for Plaintiff and/or Defendant with any questions or concerns, as follows:

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733
On behalf of Plaintiff
Jenifer Fisher

Cynthia Lawrence
Deborah Reisdorph
Sims, Lawrence & Broghammer
1478 Stone Point Drive #450
Roseville, CA 95661
(916) 797-8881
Email: cynthia@sims-law.net or
dreisdorph@sims-law.net
On behalf of Defendant
Shascade Community Services, Inc.

EXHIBIT F

EXHIBIT G

Entered	Costs Description	Amount
8/30/2021	Administrative Flat Fee - Phone, Fax, Scan, Copying, Westlaw Legal Research Fees	\$500.00
9/10/2021	Payment to LWDA - PAGA Filing Fee	\$75.00
9/10/2021	Certified Mail - PAGA Letter to Employer	\$4.28
10/5/2021	Payment to Court - Complex and Complaint Fee	\$1,435.00
10/5/2021	Certified Mail - Complaint to Court	\$8.15
10/22/2021	ALS Service Fee - Shascade Community Inv 168655	\$80.00
1/14/2022	Priority Mail - Notice of Disassociation of Counsel	\$7.75
1/19/2022	Overnight UPS(Unishippers) - First Amended Complaint to Court	\$32.00
1/19/2022	Certified Mail - Amended PAGA Letters to Employers	\$8.96
2/11/2022	Priority Mail - Notice & Acknowledgement to opposing counsel	\$7.75
3/30/2022	Payment to Court - Stipulation to Vacate MSC and Trial Date	\$20.00
3/30/2022	Priority Mail - Stipulation to Vacate MSC and Trial Date	\$7.75
7/21/2022	One Legal Service & Filing Fee - Stipulation & Proposed Order	\$181.71
7/22/2022	One Legal Filing Service Fee - Second Amended Complaint	\$161.12
8/3/2022	One Legal Filing Service Fee - CMC Statement	\$143.62
8/4/2022	Court Call Appearance	\$94.00
9/20/2022	One Legal Filing Service Fee - CMC Statement	\$143.62
9/22/2022	One Legal Filing Service Fee - Joint Request Re Informal Discovery Conference	\$143.62
9/23/2022	Court Call Appearance 11595090	\$94.00
9/28/2022	One Legal Filing Service Fee - Notice of Association of Counsel	\$143.62
11/10/2022	One Legal Filing Service Fee - CMC Statement	\$143.62
12/2/2022	Court Call Appearance	\$94.00
12/14/2022	One Legal Filing Service Fee & Court File Fee re Motion to Compel POD	\$437.28
1/5/2023	Court Call Appearance Jenifer Fisher 11641553	\$72.00
1/10/2023	One Legal Filing Service Fee - SROG MTC Reply Brief and POS	\$143.62
1/10/2023	One Legal Filing Service Fee - POD MTC Reply Brief and POS	\$143.62
1/11/2023	Notice of Withdrawl re SROG MTC	\$143.62
1/11/2023	Notice of Withdrawl re POD MTC	\$143.62
1/24/2023	Hotel for Deposition of Mayo & Plaintiff	\$415.89
1/25/2023	Mileage - JR Travel to/from Depositions	\$218.77
1/25/2023	Meals - Deposition Day 1	\$17.99
1/26/2023	Meals - Deposition Day 2	\$13.67
1/25/2023	Deposition transcript - J. Fisher	\$1,063.00
1/26/2023	One Legal Filing Service Fee - Stipulation and [Proposed] Protective Order	\$143.62
1/31/2023	One Legal Filing Service Fee & Court File Fee re Motion to Compel Srog (Delayed Charge)	\$437.28
2/14/2023	Deposition transcript - A. Mayo	\$961.65
3/1/2023	One Legal Filing Service Fee - Joint Case management Statement	\$143.62
3/3/2023	Court Call Appearance	\$72.00
3/14/2023	Mediation - Mediator Fee	\$6,375.00
3/15/2023	Certified Mail re Deposition Transcript Corrections	\$1.20
4/10/2023	Proposed Protective Order 20167395	\$181.71
5/22/2023	One Legal Service & Filing Fee - CMC Statement	\$143.62
Anticipated+	One Legal Service & Filing Fee & Court Filing Fee - PAGA Settlement Approval Motion	\$450.00
Anticipated	One Legal Service & Filing Fee - CMC Statement	\$143.62

Total: \$15,395.97